PRESENT: Mayor Jon Kroeker, Councillors Ed Slack, Jon Redekop, Anna-Marie Zoller, Christa-Ann Willems, Karly Russin, and Greg Bueckert. Also present were CAO Jim Weninger and Public Works Manager Jeff Johnson.

ABSENT: None.

CALL TO ORDER

Mayor Jon Kroeker called the Regular Council Meeting to order at 7:00 p.m., a quorum being present.

ADOPTION OF AGENDA

1/19 – Russin/Bueckert – That the agenda for the Regular meeting of Council of the Town of Dalmeny for January 14, 2019 be adopted as presented.

Carried.

MINUTES

2/19 – Redekop/Slack – That the Minutes of the December 17, 2018 Regular Council meeting be approved as circulated.

Carried.

FIRST STREET AND CN CROSSING

3/19 – Slack/Bueckert – That the email of December 17, 2018 from Project Engineer Tanner Jackson of Catterall & Wright regarding the First Street and the CN Crossing, be acknowledged by Council.

Carried.

PLAN OF PROPOSED SUBDIVISION- DALMENY DAYCARE INC.

4/19 – Slack/Bueckert – That the Plan of Proposed Subdivision (PPS) as prepared by Tom Webb of Webb Surveys on December 21, 2018 and shown as Parcel F for the Dalmeny Daycare Inc. be accepted by Council and that Planning Consultant Shawn Dukart of the Community Planning Branch be advised of the same.

Carried.

FORTUNE MINERALS LIMITED ARTICLE

5/19 – Willems/Slack – That the email of January 11, 2019 from President Robin Goad of Fortune Minerals Limited and the article for Canadian Mining Journal and their commentary on the cobalt market and its significance to emerging automotive electrification be accepted by Council.

Carried.

July 1

ACCOUNTS PAYABLE

6/19 – Bueckert/Zoller – That the accounts as detailed on the attached cheque listing and amounting to \$242,726.10 for the period ending January 10, 2019 and representing cheque numbers 14221 to 14293 be approved by Council.

Carried.

PAYROLL

7/19 – Willems/Redekop – That the payroll listings in the amount of \$26,726.52 and \$23,535.04 for the periods ending December 17, 2018 and December 28, 2018 be approved by Council.

Carried.

FIRE AND RESCUE PAYROLL

8/19 – Redekop/Russin – That the fire and rescue payroll in the amount of \$10,223.02 for the quarterly pay period ending December 31, 2018 be approved by Council.

Carried.

PER DIEMS

9/19 – Russin/Slack – That the per diems in the amount of \$2,349.07 for the pay period ending January 31, 2019 be approved by Council.

Carried.

BANK STATEMENT AND REVENUES AND EXPENDITURE STATEMENT

10/19 – Bueckert/Zoller – That the Bank Reconciliation and Statement of Operating Revenues and Expenditures, less year-end adjusting entries be accepted by Council for the period ending December 31, 2018.

Carried.

TAX COMPARISONS

11/19 – Zoller/Bueckert – That the listing of outstanding municipal and school property tax comparisons, along with frontage taxes for the month of December be accepted by Council.

Carried.

Recreation Manager Mat Halcro arrived at the meeting at 7:32 p.m.

Jul 2

CORRESPONDENCE

12/19 – Zoller/Bueckert – That the following correspondence be filed:

- A. MuniCode Services Ltd. Application of Energy Requirements
- B. MuniCode Services Ltd. Insulation/Vapour Barrier Inspections

Carried.

PUBLIC WORKS MANAGER REPORT

13/19 – Russin/Willems – That the Public Works Managers Quarterly Report for the period ending December 31, 2018 as presented by the Public Works Manager Jeff Johnson be accepted by Council.

Carried.

RECREATION MANAGER REPORT

14/19 - Slack/Zoller - That the Recreation Quarterly Report for the period ending December 31, 2018 as presented by Recreation Manager Mat Halcro be accepted by Council.

Carried.

Recreation Manager Mat Halcro and Public Works Manager Jeff Johnson left the meeting at 8:05 p.m. and did not return.

CAO REPORT

15/19 – Willems/Slack – That the Town Administrator/CAO Report as presented by Town Administrator/CAO Jim Weninger for January 14, 2019 be accepted by Council.

Carried.

FIRE CHIEFS REPORT

16/19 – Redekop/Slack – That the Fire Chief's Quarterly Report for the period ending December 31, 2018 as prepared by Fire Chief Rick Elder be accepted by Council.

Carried.

CUSTOM WORK AND OFFICE SERVICES POLICY

17/19 – Russin/Willems – That the Custom Work and Office Services Policy 7-2015 be updated to reflect changes since its adoption in 2015.

Carried.

Jers 3

BYLAW 1-2019 TAXATION EXEMPTION

18/19 – Bueckert/Zoller – That Bylaw 1-2019, a Bylaw of the Town of Dalmeny to Provide for Exemption from Taxation for the Purposes of Non-Profit, Community Based Organization and Economic Development be introduced and read a first time.

Carried.

The CAO read Bylaw 1-2019 for the first time.

19/19 – Russin/Redekop – That Bylaw 1-2019 be read a second time.

Carried.

The CAO read Bylaw 1-2019 a second time.

20/19 - Bueckert/Russin - That Bylaw 1-2019 be given third reading at this meeting.

Carried Unanimously.

21/18 - Bueckert/Willems - That Bylaw 1-2019 be read a third time and adopted.

Carried.

The CAO read Bylaw 1-2019 a third time, and the Mayor and CAO signed and sealed the bylaw.

BYLAW 2-2019 DALMENY BIBLE CHURCH PARKING AGREEMENT

22/19 – Zoller/Bueckert – That Bylaw 2-2019, a Bylaw to Provide for the Municipality to Enter into a Parking License Agreement with Dalmeny Bible Church be introduced and read a first time.

Carried.

The CAO read Bylaw 2-2019 for the first time.

23/19 – Bueckert/Zoller – That Bylaw 2-2019 be read a second time.

Carried.

The CAO read Bylaw 2-2019 a second time.

gul

24/19 – Zoller/Bueckert – That Bylaw 2-2019 be given third reading at this meeting.

Carried Unanimously.

25/19 – Willems/Bueckert – That Bylaw be read a third time and adopted.

Carried.

The CAO read Bylaw 2-2019 a third time, and the Mayor and CAO signed and sealed the bylaw.

BYLAW 3-2019 AMEND TRAFFIC BYLAW

26/19 – Willems/Zoller – That Bylaw 3-2019, a Bylaw of the Town of Dalmeny to amend Bylaw 1-2018 known as the Traffic Bylaw, 2018 be introduced and read a first time.

Carried.

The CAO read Bylaw 3-2019 for the first time.

27/19 – Slack/Willems – That Bylaw 3-2019 be read a second time.

Carried.

The CAO read Bylaw 3-2019 a second time.

28/19 - Slack/Bueckert - That Bylaw 3-2019 be given third reading at this meeting.

Carried Unanimously.

29/19 – **Redekop/Russin** – That Bylaw 3-2019 be read a third time and adopted.

Carried.

The CAO read Bylaw 3-2019 a third time, and the Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

30/19 –Redekop/Russin – That Council move into the Committee of the Whole and that the session be "in camera" at 8:45 p.m.

Carried.

Jo 5 1

RECONVENE

31/19 - Russin/Zoller - That Council reconvene and report at 9:42 p.m.

Carried.

POLICE VEHICLE PURCHASE

32/19 – Zoller/Bueckert – That the Town of Dalmeny purchase a 2019 Chevrolet Tahoe SUV AWD as a Police Vehicle at an estimated cost of \$44,000.00, plus taxes and that mandatory police vehicle accessories be purchased at an estimated cost of \$23,000.00, plus taxes to complete the Police Vehicle.

Carried.

TAX TITLE AUTHORIZATION

33/19 – Russin/Willems – That Town Administrator/CAO Jim Weninger be authorized to proceed under The Tax Enforcement Act to acquire title for the following described lands:

 Merilyn McDonald – Parcel AA, Plan 101849531 Extension 0, Title No. 142330654 -\$32,494.49

Carried.

COUNCIL PER DIEM INCREASE

34/19 – Redekop/Russin – That the Council Per Diems be increased by:

- 1) An amount equivalent to offset the elimination of the tax exemption for elected officials, AND
- 2) An increase due to COLA of 2.5% for the year 2019.

Carried.

2019 EMPLOYEE WAGE INCREASE

35/19 – Slack/Willems – That the Employee Wages be increased by 2.5 percent for the year 2019 and that the Town grant additional compensation to qualifying employees as it relates to Policy 6-2015, entitled Attracting, Retention and Succession Planning.

Carried.

ADJOURN

36/19 – Bueckert/Zoller – That the meeting be adjourned. Time 9:54 p.m.

Original Signed by Mayor Jon Kroeker



Original Signed by CAO Jim Weninger

Dalmeny Accounts for Approval As of 1/10/2019

Batch: 2018-00066 to 2019-00002

Page 1

Payment#	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: A	P - AP-GENER	AL OPER	,		
Computer Chec	ques:				
14221-Man	12/14/2018	Dieter Martin Gree	dhouse Ltd. BLUE SPRUCE TREE'S -SOUTH	7,076.25	7,076.25
14222-Man	12/19/2018	SaskEnergy Corp. 202	SASKPOWER/ENERGY	17,846.19	17,846.19
14223	12/31/2018	M.E.P.P. 191	DECEMBER MEPP PAYMENT	16,625.32	16,625.32
14224	12/31/2018	Minister of Financ 11	e DECEMBER SCHOOL TAXES COLLEC	31,193.27	31,193.27
14225-Man	1/01/2019	Robertson Stromb	oerg 2/2-LAND PURCHASE	57,787.50	57,787.50
14226	1/14/2019	Accu-Sharp Inc. 9778/9779/9780	DDCC-ZAMBONI ICE KNIFE	129.87	129.87
14227	1/14/2019	AMSC Insurance 9	Services Ltd JANUARY GROUP INSURANCE	5,676.28	5,676.28
14228	1/14/2019	ATAP Infrastructu 11	re Management SCOTT A/CODY C- WASTEWATER 1	2,394.00	2,394.00
14229	1/14/2019	B&E ELECTRONIC SAS703183	CS LTD BRUSH TRUCK WIRE	574.48	574.48
14230	1/14/2019	Bell Mobility Inc. 18	AERATION BUILDING AUTODIALER	69.68	69.68
14231	1/14/2019	Brad's Towing 233951/234091	TOW ZAMBONI-REPAIRS	521.92	521.92
14232	1/14/2019	Canadian Nationa 91431566	I Railways SIGNAL MAINTENANCE	248.00	248.00
14233	1/14/2019	Christine Van Met 67	er 2019 BOOT ALLOWANCE	300.00	300.00
14234	1/14/2019	City of Saskatoon 1148201	-Rev Branch POLICE TUNING FORKS	31.50	31.50
14235	1/14/2019	Dalmeny Buy & Sa 2018	ave Drugs OFFICE/PUBLIC WORK SUPPLIES	426.19	426.19
14236	1/14/2019	Fast Cat Service I 5134	nc. POLICE SNOW REMOVAL	259.88	259.88
14237	1/14/2019	Federation of Car INV-14945-B9E2V	nadian MEMBERSHIP FEE	559.94	559.94
14238	1/14/2019	Fer-Marc Equipme 94157/94130	ent Limited ZAMBONI REPAIR	1,524.15	1,524.15
14239	1/14/2019	Fisher's Regalia 41409	FIRE-UNIFORM SUPPLIES	546.81	546.81
14240	1/14/2019	Graycon Saskato 8184	on MERCHANT MACHINE SUPPORT	91.58	91.58

Dalmeny Accounts for Approval As of 1/10/2019

Batch: 2018-00066 to 2019-00002

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Payment#	Date	Vendor Name Invoice#	Reference	Invoice Amount	Payment Amount
14241	1/14/2019	Hepburn CO-OP	FIRE/HANDIVAN/POLICE GAS	757.47	757.47
14242	1/14/2019	Inland Heidelberg 6201247	Cement Group PW-GRAVEL	515.11	515.11
14243	1/14/2019	ISC 12	DEPOSIT ISC FEES	500.00	500.00
14244	1/14/2019	Jenson Publishing 49373/49372	I CHRISTMAS/IMPAIRED DRIVING	86.04	86.04
14245	1/14/2019	Jon Kroeker 8	GOV'T RELATIONS-REGIONAL	400.00	400.00
14246	1/14/2019	Laurelea Trayhorn 1	e BANKING MILEAGE	23.40	23.40
14247	1/14/2019	Legacy Bus Sales 15276	Ltd HANDI VAN REPAIRS	2,435.86	2,435.86
14248	1/14/2019	Loblaws Inc. 2775/2842/8069	ARENA BOOTH SUPPLIES	1,559.58	1,559.58
14249	1/14/2019	Loraas Disposal S 109	ervices DECEMBER GARBAGE/NOV COMPOS	13,998.63	13,998.63
14250	1/14/2019	Marlys Klein 7	BANKING MILEAGE	117.00	117.00
14251	1/14/2019	Millsap Fuel Distri 517029-517030	butors Ltd. PW-GAS/DIESEL	1,149.02	1,149.02
14252	1/14/2019	Moody's Equipme 711/70/49/92/90	nt FIRE-NEW TRUCK/MISC SUPPLEIS	988.19	988.19
14253	1/14/2019	Morris Interactive 204302	PROGRESS PMT- HR CONSULT	1,680.00	1,680.00
14254	1/14/2019	Municipal Leaders	ship Dev Prog FEB 2- COUNCIL X4	609.00	609.00
14255	1/14/2019	MuniCode Service 48090/47980	es Ltd. BUILDING INSPECTIONS	630.95	630.95
14256	1/14/2019	Munisoft 3077/3665/4081	2019 SOFTWARE/HARDWARE MAINT	5,836.64	5,836.64
14257	1/14/2019	Neptune Technolo 2019	ogy Group WATER-HANDHELD SOFTWARE	2,472.00	2,472.00
14258	1/14/2019	Nor-Tec Linen Ser 173778/174016	vices ARENA/POLICE/OFFICE MATS	180.94	180.94
14259	1/14/2019	Petty Cash 188	PETTY CASH REPLENISH	248.51	248.51
14260	1/14/2019	Pitney Bowes Glo 3201002721	bal Credit Ser OFFICE POSTAGE CONTRACT	210.49	210.49
14261	1/14/2019	Prairie Meats 779499	ARENA BOOTH SUPPLIES	115.75	115.75
14262	1/14/2019	Princess Auto			W

Dalmeny Accounts for Approval As of 1/10/2019

Batch: 2018-00066 to 2019-00002

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		1652637	FORD GRAVEL TRUCK PARTS	34.38	34.38
14263	1/14/2019	Redhead Equipme			
		p78019	GRADER BLADES	252.66	252.66
14264	1/14/2019	Reed Security 106438	SECURITY CAMERAS	499.02	499.02
14265	1/14/2019	Rick Sonmor 73	EMPLOYEE RECOGNITION-15Y	150.00	150.00
14266	1/14/2019	Robertson Stromb 609630/8827/836	erg SENIOR CENTER/NUISANCE ORDER	3,104.00	3,104.00
14267	1/14/2019	Rock Ridge Paintb	oall Games Inc DAL DAYS-MOBILE LASER 2019	1,665.00	1,665.00
14268	1/14/2019	Roto Rooter R-2930	SEWER LINE-213 4TH ST	237.32	237.32
14269	1/14/2019	S.U.M.A. 54	2019 SUMA CONVENTION	1,974.00	1,974.00
14270	1/14/2019	S.U.M.A.		2,273.82	2,273.82
	1/11/0010	85104	2019 MEMBERSHIP FEE	2,213.02	2,213.02
14271	1/14/2019	Sask Assoc of Red 2018/2019-011	MAT-2019 MEMBERSHIP	65.00	65.00
14272	1/14/2019	Sask Research Co 7284/080/284	uncil WATER LAB TESTING	82.68	82.68
14273	1/14/2019	Sask Water SW060472	NOVEMBER BULK WATER	31,969.66	31,969.66
14274	1/14/2019	Sask. Tel 323	SASKTEL PAYMENT	2,342.48	2,342.48
14275	1/14/2019	Saskatoon Health 20	Region PLUMBING PERMITS-2018	855.00	855.00
14276	1/14/2019	SaskEnergy Corp.	STREET LIGHT POWER	1,586.57	1,586.57
14277	1/14/2019	Scott Rowe	2019-BOOT ALLOWANCE	300.00	300.00
14278	1/14/2019	Scott Rowe	POLICE-CAR BULB REPLACEMENT	41.06	41.06
14279	1/14/2019	Sigma Safety Corp			
14213		8623	BRUSH TRUCK BUILD SUPPLIES	1,919.90	1,919.90
14280	1/14/2019	SIMS 4901	FIRE-PCP UPGRADE	1,044.75	1,044.75
14281	1/14/2019	SOCAN 8769987	2019 JJ MUSIC LICENSE	194.32	194.32
14282	1/14/2019	South Side Auto & 1675/1666	Fabrication POLICE/FIRE CHIEF TRUCK REPAIR	595.64	595.64
14283	1/14/2019	SPI Health and Sa 837-617-545	fety Inc. TOWN ANNUAL EXTINGUISHER MAIN	1,633.81	1,633.81

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Report Date 1/10/2019 5:27 PM

Dalmeny Accounts for Approval As of 1/10/2019

Batch: 2018-00066 to 2019-00002

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Payment #	Date	Vendor Name Invoice#	Reference	Invoice Amount	Payment Amount
14284	1/14/2019	Superior Propane 4612/4442	ARENA PROPANE	335.15	335.15
14285	1/14/2019	Swish-Kemsol 257824	ARENA JĄNITORIAL	402.74	402.74
14286	1/14/2019	Ted Mossop 61	2019 BOOT ALLOWANCE	300.00	300.00
14287	1/14/2019	Ted Mossop 60	EXCHANGE RATE ON RADAR UNIT	380.86	380.86
14288	1/14/2019	Thiessen Bros. Co 6844	onstruction CAP OFF UTILITIES-1ST ST	1,665.00	1,665.00
14289	1/14/2019	UPS Canada 5046777869	FIRE-BRUSH TRUCK PART POSTAGE	77.63	77.63
14290	1/14/2019	Van Houtte Coffee 71316988-2019	Services ARENA SUPPLIES	583.83	583.83
14291	1/14/2019	Westburne Electric 7804366	c Supply FIRE HALL LIGHTS	360.75	360.75
14292	1/14/2019	Wheatland Region 3855	nal Library 1/2 2019 LIBRARY LEVY	7,267.48	7,267.48
14293	1/14/2019	Wilbur Hueser 40	ENGINE 21 BUG SCREEN	134.20	134.20
				Total for AP:	242,726.10

Certified Correct This January 10, 2019

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger



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SID:1007723571 Current System Date: 2018-Dec-17 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Currency: CAD Originator ID: 2288945575 Originator Name: Town of Dalmenv Back to Manual Release Page 1 of 1 Rec Type Payor/Payee Name Anderson, Scott Attwater, Dylan Bates, Lyle Berrecloth, Colleen Bonin, Edmund Brown, Kierdin Cowley, Cody Cynthia, Keet Dyck, Bradley Elder, Rick Elder, Jenelle Fraser, David Furi, Bonnie Halcro, Mathew Hoare, Danni Honeker, Sheila Janzen, Kelly Janzen, Jayce Johnson, Jeffrey Johnson, Phoebe Johnson, Marina Klein, Marlys Mossop, Edward Roberts, Karen Robinson, Makayla Rowe, Scott Slack, Angela Sonmor, Rick Trayhorne, Laurelea Van Meter, Christine Villafuerte, Carlos Weninger, Jim Woodland, Duwayne

1312.53 С С 321.92 С 1500.93 С 431.39 C 1176.00 С 79.71 С 311.59 С 507.95 С 1629.21 С 1205.43 С 211.54 800.89 С С 328.49 С 1190.25 C 174.75 С 282.56 С 1234.93 C 187.01 С 1678.09 С 217.67 С 159,42 С 776.21 С 2038.17 С 229.24 С 162.49 С 1838.65 С 239.34 С 1488.56 С 467.72 С 1556.66 С 216.73 2587.64 С С 182.85

Amount.



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SID:806660996 Current System Date: 2018-Dec-28 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575	Originator Name: Town of Dalmeny	Currency: CAD		
Page 1 of 1		,	Back to Manu	ual Release
Payor/Payee Name		•	Rec Type	Amount
Anderson, Scott			С	1499.94
Attwater, Dylan			С	106.07
Bonin, Edmund			С	1176.00
Brown, Kierdin			С	52.14
Cowley, Cody			С	465.42
Cynthia, Keet	*		С	240.20
Dyck, Bradley			С	1638.24
Elder, Jenelle			С	35.58
Fraser, David	·		С	800.89
Furi, Bonnie			С	230.32
Halcro, Mathew		'	С	1267.56
Hoare, Danni			С	61.01
Honeker, Sheila			С	199.79
Janzen, Kelly		•	С	1355.73
Janzen, Jayce	· ·	•	. с	72.65
Johnson, Jeffrey			С	1944.27
Johnson, Phoebe	-		C	150,21
Johnson, Marina			С	76,96
Klein, Marlys			С	879.28
Mossop, Edward			С	2184.08
Roberts, Karen	:		C	40.42
Robinson, Makayla	:	,	C	60.10
Rowe, Scott			С	1978.60
Sonmor, Rick			С	2101.78
Trayhorne, Laurelea			C	467.72
Van Meter, Christine			C	1687.27
Villafuerte, Carlos			C	29.25
Weninger, Jim			C	2703.59
Woodland, Duwayne			С	29.97
			· · · · · · · · · · · · · · · · · · ·	700

23,535.04





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SID:617659046 Current System Date: 2019-Jan-02 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288964070	Originator Name: Town of Dalmeny Fire Dept	Currency: CAD		
Page 1 of 1		,	Back to Manu	ıal Release
Payor/Payee Name			Rec Type	Amount
Anderson, Alicia			С	230.00
Baxter, Thomas			С	331.20
Croteau, Terry			C	771.91
Eckes, Chad			С	127.24
Elder, Joanne			С	584.13
Finch, Ed			С	248.56
Fire Association, Dalmeny	•		С	680.00
Hueser, Wilbur	•		С	726.37
Hyland, Brian			C	615.26
Hyland, Nikki			C	775.68
King, Devin			C	404.63
Klassen, Darlene			C	509.30
Klassen, Connie		•	С	502.90
Moody, Thomas			С	847.23
Paul, Keelan			С	387.84
Peters, Colten			С	352.13
Pollock, Brandon			С	.80.00
Rathgeber, Kyle			С	50.00
Rodwin, Will			С	447.84
Ross, Collin	•		С	35.00
Sawyer, Derek			С	196.42
Shand, Frank			С	233.56
Villafuerte, Carlos			С	203.72
Vodden, Patrick			C	623.09
Woodland, Duwayne			С	259.01

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10,223.02

July



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SID:617658515 Current System Date: 2019-Jan-02 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 228894FETE	Oddinaka Nama 😙			
Page 1 of 1			k to Manua	al Release
Payor/Payee Name			Rec Type	Amount
Anderson, Alicia			С	100.00
Bueckert, Greg			С	277.34
<u>Hueser, Wilbur</u>			С	166.53
Kroeker, Jonathan			С	623.97
Redekop, Jonathan			С	277.34
Russin, Kariy		•	С	277.34
Slack, Edward			С	277.34
<u>Willems, Christa-</u> Ann			С	71.87
Zoller, Anna-Marie			С	277.34
 Page [<u>1</u>]				2.349

AN

TOWN OF DALMENY

BYLAW NO. 1-2019

A BYLAW OF THE TOWN OF DALMENY TO PROVIDE FOR EXEMPTION FROM TAXATION FOR THE PURPOSE OF NON-PROFIT, COMMUNITY-BASED ORGANIZATION AND ECONOMIC DEVELOPMENT

PREAMBLE:

i. The Town of Dalmeny gave written notice of the tax exemption to the Prairie Spirit School Division on January 10, 2019 as per Section 298 (5) of *The Municipalities Act* of its intention to enter into an agreement with the Dalmeny Seniors Association Inc.

The Council of the Town of Dalmeny in the Province of Saskatchewan enacts as follows:

1. The Town of Dalmeny is hereby authorized to exempt the assessment on the Land and Improvements of the property hereinafter described for the purpose of non-profit, community based organization and economic development.

Description of Property:

Lot A, Blk/Par 21 Plan No. 88S27812 Surface Parcel #118574983 Alt #505025900-01

- 2. The taxable assessment of this property shall be exempt from taxation for the years 2019, 2020, 2021, 2022 and 2023 such Lands and Improvements as owned by the Dalmeny Seniors Association Inc. at the time that taxes shall be levied shall be exempt from property tax.
- 3. Notwithstanding the foregoing, in the event that it should be determined that this agreement is not binding on the other taxing authorities, the Dalmeny Seniors Association Inc. agrees that it shall pay to the Town an amount equal to the amount of taxation which would have been levied on behalf of those other taxing authorities to permit the Town to meet its obligations to other taxing authorities pursuant to section 298 of *The Municipalities Act*.

4. This bylaw shall come into force and take effect when adopted by Council.

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

AGREEMENT TO RECONVEY PROPERTY

BETWEEN:

TOWN OF DALMENY

(the "Town")

AND:

DALMENY SENIORS ASSOCIATION INC.

(the "Association")

WHEREAS:

- A. In 1989, the Association acquired the land referenced herein, and constructed upon that land a building for the purposes of providing services to senior citizens in Dalmeny and district;
- B. In 1998, the Association found itself unable to fund building operations, and entered into an agreement whereby the land and building were transferred to the Town for the sum of \$1.00, and whereby the Association entered a 35-year lease of the land and building from the Town on terms and conditions set out therein;
- C. The Association now finds itself in a much better position, having attracted new members, and wishes to repurchase the building from the Town;
- D. There are no common members between the Council of the Town and the Association; and
- E. None of the Town, its Mayor and Councillors, nor its administrative officers are members of the Association

Now therefore, in consideration of the sum of \$1.00 paid by the Association to the Town, the receipt and sufficiency of which is hereby acknowledged:

1. Transfer of Land

1.1 The Town agrees to transfer to the Association and the Association agrees to receive and register a transfer of the following land (the "Land"), who agrees to buy from the Town, the Land described as follows:

Surface Parcel # 118574983

Reference Land Description: Lot A Blk/Par 21 Plan No 88S27812

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to the Association on the terms and conditions set forth herein.

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1.2 Within 60 days of the execution of this Agreement, the Town shall deliver to the Association a transfer authorization pursuant to *The Land Titles Act, 2000* subject to the conditions and reservations contained in the original grant from the Crown, and subject to those encumbrances shown on the title being:

Interest #111521180, being a converted caveat registered by Dalmeny Seniors Corp.

1.3 The Town will pay the costs of drawing the transfer, and the Association shall pay the costs of registration.

2. Termination of Lease and Use of the Land

- 2.1 Upon title to the Land registering in the name of the Association, the lease by which the Association has had use of the Land and any ancillary agreement thereto shall be terminated, provided that the parties shall be responsible for fulfilling any obligations accrued thereunder before the date of transfer.
- 2.2 The Land and building will be used by the Association for the purposes of providing service and activity opportunities to senior citizens and citizens generally in Dalmeny and District.

3. Association's Additional Covenants

- 3.1 The Association agrees and acknowledges that the Land and the building thereon were originally constructed and occupied by the Association prior to the Town being registered as owner thereof and have been continuously occupied since then.
- 3.2 Accordingly, the Association agrees that it shall take title to the Land and the building thereon as it presently is, and agrees that there is no representation, warranty, collateral agreement, or condition with respect to the Land or affecting this Agreement, including its suitability for the Association's purposes, except as otherwise expressed in this Agreement.

4. Taxation

- 4.1 The Town will, to the extent permitted by law, reduce or eliminate municipal property tax payable to the Town with respect to the Land.
- 4.2 The Town will use its best efforts to obtain reduction or elimination of property tax payable to other taxing authorities.

5. Condition Precedent

5.1 The parties have entered into this agreement on the understanding that because of the nature of the Land and the building, and the relationship between the parties, there will be no Goods and Services Tax to be levied or paid with respect to the transaction arising

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from this agreement. It shall accordingly be a condition precedent to this agreement binding the parties that no such tax shall be payable or shall be required to be levied.

- 5.2 This condition precedent is intended to benefit both parties, and may only be waived:
 - (a) By both parties in writing; or
 - (b) By Association, upon tendering the amount of tax payable or levied on the transaction arising from this agreement and providing written notice thereof to the Town.

6. General

- 6.1 Time shall be, in all respects, of the essence of this Agreement.
- 6.2 Where the singular or the masculine gender is used in this agreement, the plural and feminine gender shall be imported and read as part of this agreement where the context so requires.

SIGNED by the Town at Dalmeny, Saskatchewan, this <u>13th</u> day of October 2018.



TOWN OF DALMENY

Original Signed by Mayor Jon Kroeker

Per:

Original Signed by CAO Jim Weninger

Per:

SIGNED by the Association at Dalmeny, Saskatchewan, this $\underline{24}$ day of October 2018.



DALMENY SENIORS ASSOCIATION INC.

Original Signed by Rosella Buhr

Per:

Original Signed by William Troupe

Per:

TOWN OF DALMENY

BYLAW NO. 2-2019

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO A PARKING LICENCE AGREEMENT WITH DALMENY BIBLE CHURCH

The Council of the Town of Dalmeny in the Province of Saskatchewan enacts as follows:

- 1. The Town of Dalmeny is hereby authorized to enter into an agreement with the Dalmeny Bible Church for the purpose of entering into a Parking Licence Agreement, as stated within the agreement.
- 2. The agreement is attached hereto and forms a part of this bylaw, and is identified as "Exhibit A".
- 3. The Mayor and the Chief Administrative Officer are hereby authorized to sign and execute the agreement described as "Exhibit A".
- 4. This bylaw shall come into force and take effect when adopted by Council.



Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

"Exhibit A"

PARKING LICENCE AGREEMENT

THIS AGREEMENT made this 14th day of January, 2019 (this "Licence").

BETWEEN:

TOWN OF DALMENY (the "Town")

AND:

DALMENY BIBLE CHURCH (the "Church")

WHEREAS:

A. The Town is the registered owner of the land (the "Land") described as:

Lot 6 Blk/Par 5 Plan G740.

- B. The records of the Town and the Church disclose that in 1981 the Town authorized an arrangement by which the Church was to be permitted to use the Land for the purposes of parking.
- C. While the Church has used the Land for the purpose of parking since 1981, neither the records of the Church nor those of the Town contain any written document relating to the arrangement entered into in 1981, nor the terms and conditions of any such arrangement.
- D. The Town and the Church consider it appropriate to formalize and continue the parking arrangement.

NOW THEREFORE in consideration of One (\$1.00) Dollar, now paid by the Church to the Town (the receipt and sufficiency of which is acknowledged by the Town) and the mutual covenants contained herein, the parties covenant and agree as follows:

1. Licence and Term:

- 1.1 The Town hereby grants a licence to the Church to use the Land for the purposes of parking on the terms and conditions contained herein.
- 1.2 This Licence is granted for a term to commence on the execution of this agreement and to end on December 31, 2022.

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1.3 The term of this Licence shall automatically renew for three further successive terms of five years, provide that the Church is in compliance with the terms of this Agreement, unless either of the Town or the Church shall deliver written notice of termination hereunder.

2. Terms and Conditions of Use

- 2.1 The Church acknowledges that the primary function of the Land is to function as a drainage swale and that weather and drainage conditions (including but not being limited to freeze up and thaw) may render the Land unsuitable for the purposes of parking, and accordingly agrees as follows:
 - (a) The Town does not warrant and is under no obligation to ensure that the Land is, or is placed into a condition suitable for the purposes of parking;
 - (b) The Church is responsible for reminding and warning its members, adherents and visitors of the fact that the Land is or may not be suitable for use, and in particular, where the Church is or should be aware that the Land is in a condition unsuitable for parking, shall take reasonable steps to discourage its use for such purpose;
- 2.2 The Church shall ensure that use of the Land by its members, adherents and visitors occurs in a lawful, careful, safe and proper manner and that the same shall be used solely for the purpose of parking for attendance at the Church and for Church functions and not for any other purpose.
- 2.3 Parking shall be restricted to passenger cars, vans or trucks (the latter limited to a one-ton capacity or less).
- 2.4 No vehicle may be parked on the Land in excess of 24 hours without prior written permission being granted by the Town.
- 2.5 The Church agrees to remove all garbage and refuse on the Land caused by Church Use.
- 2.6 Where the Land has been damaged by use for parking purposes (including but not being limited to loss of grass cover and rutting), the Town, in its sole discretion may:
 - (a) Close off the Land to prevent further damage or to ensure proper restoration of the Land to good and sightly condition;
 - (b) Enter upon the land and regrade, reseed, or otherwise restore the Land to good and sightly condition; and
 - (c) Charge the reasonable costs of so doing to the Church.
- 2.7 Where the Town shall invoice the Church for costs pursuant to this section, the Church shall promptly pay the Town's invoice, and in each event within 30 days
- 2.8 Where payment is not made by the Church, the Town may charge interest to the Church at a rate equal to the current interest rate charged on the Town's utility accounts, or alternatively the Town may add the amount of this invoice to the Church utility account.

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3. Indemnity

- 3.1 The Church agrees to indemnify and save harmless the Town, together with its elected officials, officers, employees, agents and contractors from any and all claims and liability arising from or in any way related to the Land by the Church.
- 3.2 The indemnity granted hereunder shall extend to all costs of investigating and defending any claim including, but not being limited to costs on a solicitor and client basis.

4. Termination and Surrender

4.1 Breach of Covenant

The Town may terminate this Licence at its option in the event that the Church should be in default of its obligations hereunder, however, the Town shall not terminate this Licence without first giving five (5) days' notice in writing to the Church. If the Church rectifies the breach within the five (5) day period, this Licence shall continue uninterrupted. If the Church fails to rectify the breach within the five (5) day period, the Town shall be allowed to terminate this Licence at its option in addition to all remedies permitted at law;

4.2 Convenience

Either party may terminate this Licence for any reason on 120 days' notice in writing to the other party.

5. Notices:

Except as otherwise specified in this Licence, any notice shall be given in writing by way of personal delivery, registered mail, or email sent to the following address:

Town of Dalmeny Box 400 301 Railway Avenue Dalmeny, SK SOK 1E0 townoffice@dalmeny.ca

Dalmeny Bible Church. Box 100 406 Wakefield Avenue Dalmeny, SK SOK 1E0 dbc@sasktel.net

or any updated address as has been provided by the parties.

6. No Assignment

The grant of this licence is personal and is based upon the reputation of the Church and its relationship with the Town, and the benefit of this Licence may not be assigned by the Church.

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IN WITNESS WHEREOF the parties have set their hands and seals as of the date first mentioned above.

SEAL

TOVIN OF DALIVIENT	
Original Signed by Mayor Jon Kroeker	
Original Signed by CAO Jim Weninger)
DALMENY BIBLE CHURCH	
Per:	
Name: Title:	
I have the authority to bind the Church	•

BYLAW NO. 3-2019

The Council of The Town of Dalmeny enacts as follows:

- 1. Short Title
- 1.1 This Bylaw may be cited as the *Traffic Bylaw*, 2018 Amendment Bylaw, 2019.
- 2. Purpose
- 2.1 This Bylaw is enacted to amend the *Traffic Bylaw*, 2018 as provided for herein.
- 3. Amendments
- 3.1 Section 4.1 of the *Traffic Bylaw*, 2018 shall be amended by adding the following subsections:
 - "(dd.1) "Power Unit" means a Vehicle designed and used or intended for use for towing a semi-trailer with a significant part of the weight of the semi-trailer and its load carried by the power unit;" and
 - "(hh.1") "Semi-trailer" means a Vehicle that is designed and used or intended for use by way of being towed by a Power Unit with a significant part of the weight of the Semi-Trailer and its load carried by the Power Unit;"
- 3.2 Section 7.3(h) of the *Traffic Bylaw*, 2018 is amended by deleting the existing section and substituting the following:
 - "(h) "Restrictions are hereby established in accordance with Appendix 7, and:
 - (i) No person shall operate a Power Unit or tow a Semi-Trailer except in accordance with the provisions thereof; and
 - (ii) No person shall operate or be in possession of a Vehicle weighing in excess of the permitted weight as provided for therein."
- 3.3 Section 8.2 of the *Traffic Bylaw*, 2018 shall be amended by adding the following:
 - "(g) No person shall, at any time:
 - (i) Park a Power Unit or Semi-Trailer anywhere within the boundaries of the Municipality except where:
 - (A) The Vehicle is wholly parked within lands zoned pursuant to the Zoning Bylaw of the Municipality as follows:
 - (1) C2 Highway Commercial;
 - (2) M Industrial; or

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- (3) FUD Future Urban Development;
- (B) The Vehicle has been otherwise lawfully driven to the location at which it is located for the purposes of cargo pickup or delivery, and has been otherwise lawfully parked for a period which is no longer than that reasonably necessary to onload or offload cargo; or
- (ii) Being the registered owner of or in possession of land located within the Municipality, suffer or permit a vehicle to be parked on that land in contravention of subsection 8.2(g)(i).
- 3.4 Appendix 7 of the *Traffic Bylaw*, 2018 is amended by deleting the existing section 5 thereof, and adding the following:
 - "5. Restrictions on Operating Power Units and Semi-Trailers
 - (a) No person shall operate, cause to be operated by an agent or employee, or suffer or permit to be present within the Municipality a Power Unit and/or Semi-Trailer within the Municipality, other than on a Truck Route, except where the operator can demonstrate that the Vehicle is being operated for the purpose of pick up or delivery only, and that the Vehicle is being operated and has been operated for that purpose on the shortest route available from the nearest Truck Route to and from the point of pick-up or delivery.
 - (b) Nothing in the foregoing subsection (a) shall relieve any person from any other restriction placed upon operation or parking of a Vehicle by this Bylaw.
 - 6. Municipal Vehicles Exempt

This Appendix shall not apply to vehicles operated by employees or agents of the Municipality."

3.5 Appendix 16 of the *Traffic Bylaw*, 2018 is amended by deleting the existing reference to section 8.1(b) in Schedule 1 and adding in its place the following;

Section and Subsection	Offence	Penalty	Discounted Penalty
8.1(b)(i)	Parking in Excess of 24 Hours	50.00	30.00
8.1(b)(ii)	Parking Without Subsisting Registration	50.00	30.00

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3.6 Appendix 16 of the *Traffic Bylaw*, 2018 is amended by adding the following to Schedule 1 thereof:

Section and Subsection	Offence	Penalty	Discounted Penalty
8.2(g)	Unauthorized Parking of Power Unit or Semi-Trailer	50.00	30.00

3.7 Appendix 16 of the *Traffic Bylaw*, 2018 is amended by adding the following to Schedule 2 thereof:

Section and Subsection	Offence	Penalty
7.3(h)(i)	Unauthorized Operation of Power Unit or Semi-Trailer	100.00

3.8 Appendix 16 of the *Traffic Bylaw*, 2018 is amended by changing 7.3(h) where it appears in Schedule 2 to 7.3(h)(ii).

4. Coming into Force

This bylaw shall come into force and effect on the day it is approved by the Highway Traffic Board.

Read a first time and second time this 14th day of January, 2019.

Read a third time and adopted this 14th day of January, 2019.



Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger