

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, JUNE 24, 2019
DALMENY TOWN OFFICE

PRESENT: Deputy Mayor Ed Slack, Councillors Jon Redekop, Greg Bueckert, Anna-Marie Zoller, and Christa-Ann Willems. Also present was CAO Jim Weninger.

ABSENT: Mayor Jon Kroeker and Councillor Karly Russin.

CALL TO ORDER

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

ADOPTION OF AGENDA

270/19 – Redekop/Zoller – That the agenda for the Regular meeting of Council of the Town of Dalmeny for June 24, 2019 be adopted as presented.

Carried.

MINUTES

271/19 – Willems/Redekop – That the Minutes of the June 10, 2019 Regular Council meeting be approved as circulated.

Carried.

PAYROLL

272/19 – Zoller/Redekop – That the payroll listing in the amount of \$22,039.34 for the period ending June 17, 2019 be approved by Council.

Carried.

ACCOUNTS PAYABLE

273/19 – Bueckert/Redekop – That the accounts as detailed on the attached cheque listing and amounting to \$181,886.73 for the period ending June 21, 2019 and representing cheque numbers 14719 to 14764 be approved by Council.

Carried.

CORRESPONDENCE

274/19 – Willems/Redekop – That the following correspondence be filed:

- A. FCM Energy Efficiency Program and Funding
- B. Renewed Gas Tax Fund 2019 – 2020 to 2023 – 2024
- C. Town of Dalmeny Coat of Arms

Carried.

A handwritten signature in blue ink, appearing to be 'J. Weninger', is located in the bottom right corner of the page. To the right of the signature is a small number '1'.

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CAO REPORT

275/19 – Willems/Zoller – That the Chief Administrative Officer's Report as presented by the Chief Administrative Officer Jim Weninger for June 24, 2019 be accepted by Council.

Carried.

CAO HOLIDAYS

276/19 – Bueckert/Zoller – That the Chief Administrative Officer Jim Weninger be given permission to take holidays from July 18 to July 28, 2019 inclusive.

Carried.

SREDA MINUTES

277/19 – Zoller/Redekop – That the Minutes of the March 29, 2016 Saskatoon Regional Economic Development Authority (SREDA) meeting be accepted by Council.

Carried.

YOUTH NIGHT

Council hosted its Quarterly Youth Night at Council from 7:15 p.m. to 7:30 p.m., however they were no individuals present. As there were no individuals present, no items were discussed.

BYLAW 12-2019- AMEND BYLAW 14-2015

278/19 – Willems/Redekop – That Bylaw 12-2019, a Bylaw to Amend Bylaw 14-2015 which Provides for the Municipality to Enter into an Effluent Agreement with Legend Dairy Ltd. be introduced and read a first time.

Carried.

The CAO read Bylaw 12-2019 for the first time.

279/19 – Willems/Redekop – That Bylaw 12-2019 be read a second time.

Carried.

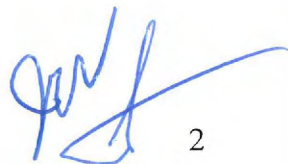
The CAO read Bylaw 12-2019 a second time.

280/19 – Redekop/Zoller – That Bylaw 12-2019 be given third reading at this meeting.

Carried Unanimously.

281/18 – Redekop/Zoller – That Bylaw 12-2019 be read a third time and adopted.

Carried.



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The CAO read Bylaw 12-2019 a third time, and the Deputy Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

282/19 – Redekop/Zoller – That Council move into the Committee of the Whole and that the session be “in camera” at 7:26 p.m.

Carried.

RECONVENE

283/19 – Bueckert/Redekop - That Council reconvene and report at 8:29 p.m.

Carried.

DAYCARE DONATIONS

284/19 – Bueckert/Zoller – That the Council allow donations to be given to the Town of Dalmeny for the construction of the proposed Daycare Facility.

Carried.

SIGN CORRIDOR

285/19 – Bueckert/Zoller – That the Council of the Town of Dalmeny request the assistance of SREDA in the preparation of a Request for Proposal/Request for Quotes as it relates to the design, construction and installation of a new entrance sign in the signing corridor.

Carried.

ADJOURN

286/19 – Willems/Redekop – That the meeting be adjourned. Time 8:40 p.m.

Carried.

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

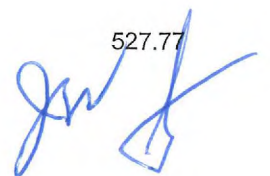


Report Date
6/21/2019 12:15 PM

Dalmeny
Accounts for Approval
As of 6/21/2019
Batch: 2019-00034

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
14719	6/24/2019	Applied Industrial Technologie 7016377741	SWEEPER PARTS	17.58	17.58
14720	6/24/2019	Bridge City Sweeping 170522	PAINT LINES ON STREETS	1,181.55	1,181.55
14721	6/24/2019	Catterall & Wright 19-144	WAKEFIELD RECONSTRUCTION 2019	24,650.64	24,650.64
14722	6/24/2019	Catterall & Wright 19-152-R	FCM DRAINAGE STUDY	50,158.50	50,158.50
14723	6/24/2019	Catterall & Wright 19-142	INDUSTRIAL PARK ROADS	10,594.76	10,594.76
14724	6/24/2019	Connie Klassen 30	FIRE UNIFORM REPAIR/PW COVERAL	329.00	329.00
14725	6/24/2019	Darren Wutzke 1	DALMENY HOCKEY DRAFT	750.00	750.00
14726	6/24/2019	Dawson Dovell 8	DALMENY HOCKEY DRAFT	1,750.00	1,750.00
14727	6/24/2019	DC Fusion Services 2019-03-31-B	REMAINDER OF SMALL ENGINE REPA	88.20	88.20
14728	6/24/2019	Don Anderson 6	DALMENY HOCKEY DRAFT	100.00	100.00
14729	6/24/2019	Done Wright Contracting Inc. 3726/2221-C	OFFICE-PAINTING	4,368.80	4,368.80
14730	6/24/2019	Earthworks Equipment Corp S58455	BOBCAT SWEEPBRUSH PART	739.93	739.93
14731	6/24/2019	Furnace King 705	215 4TH ST WATER LINE	491.18	491.18
14732	6/24/2019	Husky Oil Marketing Company 3614294/3601213	OIL FOR ROADS	1,110.00	1,110.00
14733	6/24/2019	Janzen Steel Buildings Ltd. 030204	PW-GRAVEL	4,643.62	4,643.62
14734	6/24/2019	Jenson Publishing 52229	GRAD AD	61.95	61.95
14735	6/24/2019	K3 Excavating Ltd. 40102	LOT DEMO-ENFORCE-HOLDBACK	3,569.73	3,569.73
14736	6/24/2019	Lacy Boisvert 20	SPRAY AND PLAY CONCESSION	53.26	53.26
14737	6/24/2019	Martensville Plumbing/Heating 15904	ARENA URINAL REPAIR	114.33	114.33
14738	6/24/2019	Mathew Halcro 17	TREE REIMBURSE/MILEAGE	527.77	527.77



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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
14739	6/24/2019	McGill's Industrial Service 19-6742	215 4TH WATER LINE THAW	1,861.99	1,861.99
14740	6/24/2019	Millsap Fuel Distributors Ltd. 516791-527636	PW-GAS/DIESEL	2,374.17	2,374.17
14741	6/24/2019	Moody's Equipment 52558/52878/538	FIRE-FOAM/ISOLATOR/T22 PARTS	967.94	967.94
14742	6/24/2019	Morris Interactive 204528	JOB PROFILE POLICE	126.00	126.00
14743	6/24/2019	MuniCode Services Ltd. 48807/48684	BUILDING INSPECTIONS	315.00	315.00
14744	6/24/2019	Nor-Tec Linen Services 177083	OFFICE/POLICE MATS	57.17	57.17
14745	6/24/2019	Paige Spence 1	146KM MILEAGE TO CITY	65.70	65.70
14746	6/24/2019	Petty Cash 191	PETTY CASH REPLENISH	373.27	373.27
14747	6/24/2019	Pitney Bowes Global Credit Ser 3201157888	OFFICE-POSTAGE CONTRACT	210.49	210.49
14748	6/24/2019	Princess Auto 1937892/1955477	PW-SHOP TOOLS	383.96	383.96
14749	6/24/2019	R.M. of Corman Park 642990	PARK GOFERS/BAIT STATIONS JJ	338.20	338.20
14750	6/24/2019	Redhead Equipment Ltd. P99404	GRADER BLADES PARTS	439.42	439.42
14751	6/24/2019	Sask Research Council 1183792	WATER LAB TESTING	27.56	27.56
14752	6/24/2019	Sask Water SW062789	BULK WATER	43,923.73	43,923.73
14753	6/24/2019	Sask. Government Insurance 133	MACK TRUCK PLATES	1,250.12	1,250.12
14754	6/24/2019	Sask. Tel 334	SASKTEL PMT	1,151.04	1,151.04
14755	6/24/2019	Saskatoon CO-OP 1278	FIRE/HANDI VAN FUEL	662.33	662.33
14756	6/24/2019	SaskEnergy Corp. 210	SASKPOWER/ENERGY PMT	9,926.11	9,926.11
14757	6/24/2019	Scott Anderson 2	DALMENY HOCKEY DRAFT	200.00	200.00
14758	6/24/2019	Shercom Industries 31459	TRAFFIC CALMING	2,307.69	2,307.69
14759	6/24/2019	Stu Block 5	DALMENY HOCKEY DRAFT	800.00	800.00
14760	6/24/2019	Swish-Kemsol			



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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		261376/261386	JJ JANITORIAL SUPPLIES	1,036.77	1,036.77
14761	6/24/2019	The Bolt Supply House Ltd. 6647786-00	FIRE-TOOL SUPPLIES	110.65	110.65
14762	6/24/2019	Toby Baerg 10	DALMENY HOCKEY DRAFT	50.00	50.00
14763	6/24/2019	Trans-Care Rescue 18136	RICKS PAYROLL DEDUCT-BOOTS	377.40	377.40
14764	6/24/2019	Wheatland Regional Library 3973	2/2- 2019 LIBRARY LEVY	7,249.22	7,249.22
				Total for AP:	181,886.73

Certified Correct This ~~June~~ June 21, 2019

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger



Customer Automated Funds Transfer

[Main Menu](#) [Log off](#) [Help](#)

SID:992349112 Current System Date: 2019-Jun-17 UserID: CUPSSD3380

Payor/Payee's List Ready for Manual Release

Originator ID: 2288945575 Originator Name: Town of Dalmeny Currency: CAD

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[Back to Manual Release](#)

Anderson, Scott

Bates, Lyle

Brown, Kierdin

Cowley, Cody

Cynthia, Keet

Dyck, Bradley

Elder, Rick

Furi, Bonnie

Halcro, Mathew

Honeker, Sheila

Janzen, Kelly

Janzen, Jayce

Johnson, Jeffrey

Klein, Marlys

Mossop, Edward

Rowe, Scott

Sonmor, Rick

Spence, Paige

Trayhorne, Laurelea

Van Meter, Christine

Weninger, Jim

C	1325.04
C	208.13
C	226.77
C	861.14
C	343.03
C	1515.14
C	1127.07
C	350.76
C	1283.99
C	246.43
C	1315.71
C	142.65
C	2070.41
C	804.04
C	1875.03
C	1700.76
C	1385.54
C	914.02
C	489.12
C	1444.06
C	2410.50

22,039.34

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TOWN OF DALMENY

BYLAW NO. 12-2019

**A BYLAW TO AMEND BYLAW 14-2015 WHICH PROVIDES FOR THE
MUNICIPALITY TO ENTER INTO AN EFFLUENT IRRIGATION AGREEMENT
WITH LEGEND DAIRY LTD.**

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 effluent irrigation agreement with Legend Dairy Ltd. for the purposes of discharging the treated sewage on a regular basis from the treatment facilities and to acquire a right to draw water from the Well, and to temporarily store that water in the Cell, for the purposes of irrigation.
2. The effluent irrigation 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".

Mayor

(SEAL)

Chief Administrative Officer

Exhibit "A"

EFFLUENT IRRIGATION
AMENDING AGREEMENT

THIS AGREEMENT made effective the 1st day of May 2019.

BETWEEN:

THE TOWN OF DALMENY
(the "**Town**")

AND:

LEGEND DAIRY LTD.
(the "**Legend**" and also the "**Farmer**")

WHEREAS:

- A. The Town and Legend are parties to an Effluent Irrigation Agreement entered into in 2015, (the "**Effluent Irrigation Agreement**") pursuant to which Legend receives effluent from the Town for the purposes of irrigation of the Farmer's Lands as defined in the Effluent Irrigation Agreement.
- B. The Town owns a well (the "**Well**"), located at the location noted in Appendix "A" to this Amending Agreement which is no longer required for potable water supply.
- C. The Town owns various facilities for the treatment of sewage located near to the well, including a lagoon cell (the "**Cell**") at the location noted in Appendix "A" that is no longer required for use by the Town.
- D. Legend wishes to acquire a right to draw water from the Well, and to temporarily store that water in the Cell, for the purposes of irrigation.
- E. The Town is prepared to grant a license to Legend to permit it to do so.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to amend the Effluent Irrigation Agreement with prospective effect as follows:

A. The Parties

Section 1 of the Effluent Irrigation Agreement shall be amended to read as Follows:

- 1.1 Effective May 1, 2019, the Town and Legend are the parties to this agreement, and the term "Farmer" as referenced herein shall mean Legend.*

Sections 1.2 and 1.3 are deleted.

B. Costs

Section 5 of the Effluent Irrigation Agreement shall be amended to read:

5. Parties Bear Own Costs

- 5.1 *There shall be no charge made by the Town for Effluent delivered or water drawn from the Well pursuant to this Agreement.*
- 5.2 *There shall be no charge made by the Farmer for Effluent delivered or water drawn from the Well pursuant to this Agreement.*
- 5.3 *Except as otherwise provided, the parties to this Agreement shall each bear their own costs of performance.*

C. Time and Volume Limitations

Section 6 of the Effluent Irrigation Agreement is amended by replacing sections 6.1 and 6.6 with the following:

6.1 The Farmer shall not:

- (a) *Receive nor use Effluent for irrigation purposes or otherwise, at any time before April 1 and after October 31; nor*
- (b) *Draw water from the Well at any time before April 1 and after September 30 in any calendar year*

during the currency of this Agreement.

- 6.6 *Prior to October 31 in each year during the currency of this Agreement, the Town shall give notice to the Farmer of the maximum level permitted in the Cell until the next following April 1, and the Farmer shall draw down the water level in the Cell to comply with the Town's direction.*

D. Use of Groundwater

Section 7.1 of the Effluent Irrigation Agreement shall be replaced by the following:

- 7.1 *The Farmer shall be entitled at all times to pump sloughs on the Farmer's Land to increase the useable acreage. Otherwise, the Farmer shall not use any well (including the Well) or any other source of groundwater, whether located on the Farmer's land or otherwise until and unless:*

E. Grant of License

Section 7A shall be added to the Effluent Irrigation Agreement as follows:

7A License to Draw Water and Use Cell

7A.1 *From and after May 1, 2019, the Town grants a License to Legend to draw water from the Well, and to store any such water in the Cell on the terms and conditions set forth in this Agreement.*

7A.2 *For the purposes of receiving and using the water drawn from the Well, the Farmer shall provide the following:*

- (a) A pump sufficient to meet the Farmer's needs to convey water into the Cell and/or onto the Farmer's Land for irrigation purposes, which shall be located at the Well.*
- (b) An electrical supply sufficient to service the aforementioned pump.*
- (c) All facilities and equipment necessary for the Farmer to convey the water from the Well and/or the Cell to the Farmer's Lands and to use the water for irrigation purposes. Without limiting the foregoing, in the event that the Farmer should wish to supply more than one irrigation pivot, the Farmer shall provide for such pipes, valves, equipment and facilities as may be necessary to deliver water to the additional pivots.*

7A.3 *The Farmer shall be responsible for ensuring that:*

- (a) At no time will the water level exceed the Full Safe Level of 524.00 meters.*
- (b) No water shall escape the Cell, or the facilities and equipment installed by the Farmer at any time, other than by way of being pumped by the Farmer to the Farmer's Land for the purposes of irrigation; and*
- (c) In the event that the Cell should be damaged or compromised in any way, all water and Effluent shall be drawn down in the Cell in accordance with legal requirements and further compliance with the Farmer's Obligations in relation thereto.*

7A.4 *The Town grants permission to the Farmer to install the facilities identified herein as being required at the Well and the Cell on the Town's lands. The Town grants permission to the Farmer to lay pipes on or under the Town's lands for the purposes of delivering water to the Cell and to the Farmer's Lands. Such permission shall extend to and include reasonable access to repair and replace the pipes and facilities, provided that the Farmer shall not disturb or damage the Town's facilities located thereon.*

7A.5 *The Farmer acknowledges that prior to granting this License, the Town has advised the Farmer that the water drawn from the well may be high in mineral content and iron, and may otherwise present suitability issues, and that the Farmer has examined the well and the water produced therefrom and has satisfied itself that the water is suitable for the Farmer's purposes.*

7A.6 *The Farmer acknowledges that the Well has not been maintained by the Town for some time, and that the Town does not warrant, represent or agree that the Well will be usable or serviceable at any time following the effective date of this agreement.*

F. Farmer's Obligations

Section 10 of the Effluent Irrigation Agreement shall be amended to read as follows:

10.1 The Farmer shall be responsible for:

- (a) Undertaking any soil tests and other tests as may be required by good practice and or regulation;*
- (b) Sharing all test results and test records with the Town to permit the Town to establish base line numbers for the purposes of monitoring the use of Effluent and its effect on the Farmer's Lands, and to permit the Town to comply with any regulatory requirements;*
- (c) Meet with the Town at least twice a year to discuss irrigation requirements;*
- (d) Keeping all pipes, lines, irrigation equipment, equipment and other works connected directly or indirectly to the Effluent line at the Delivery Point or to the Well or to the Cell in good and proper working order;*
- (e) Maintaining and repairing the Cell so as to ensure that it remains compliant with all regulatory and other legal requirements (wear and tear included).*
- (f) Following good irrigation practices relating to the utilization of the Effluent and of water drawn from the Well;*
- (g) Obtaining all necessary permits, and adhering to all regulations, directives, and orders given by any government or regulatory authority with respect to the pumping and use of the Effluent or the water drawn from the Well by the Farmer; and*
- (h) Maintaining a log book or similar record of the times and dates during which effluent irrigation shall take place, and the land location upon which effluent is applied.*

10.2 The Farmer will forthwith report to the Town any breach of the requirements of this agreement, leakage of Effluent, or of water drawn from the Well, the malfunction of the pumping system, or problems with its irrigation system, damage or compromise to the Cell and shall cease taking Effluent and drawing water from the Well (and in the event of damage to or compromise of the Cell, draw down all water and Effluent therein in accordance with legal requirements) until any necessary repairs are effected, and approval to recommence is granted by the Town.

10.3 The Farmer shall be responsible for the regular inspection of the Cell and shall, where it appears that there may be structural problems with the Cell, or that the water level in the Cell exceeds the maximum specified level (or that the water level is likely to exceed that maximum level) immediately draw down all water, forthwith report the matter to the Town, and refrain from further use of the Cell until the Town shall grant permission in writing.

G. Indemnity

Section 11 shall be amended by replacing section 11.1 with the following:

11.1 The Farmer hereby agrees to indemnify and save the Town harmless from all claims, actions, causes of actions, losses and damages, associated with, arising from, or any other way related to:

- (a) The use of the Effluent, from and after its delivery to the Farmer at the Delivery Point;*
- (b) The use of the Well, and water drawn therefrom; and*
- (c) The use of the Cell.*

H. Term of Contract

Section 12 shall be amended by adding the following:

12.3 In the event that the exercise (or non-exercise) of the rights granted to the Farmer by this agreement, whether or not a default hereunder should adversely affect the ability of the Town to manage its sewage utility in a prudent manner, or cause the Town to breach any regulatory requirement associated with the operation of that utility, The Town shall be entitled to terminate this agreement on 48 hours notice to the Farmer.

I. General

As with the Effluent Irrigation Agreement:

- (a) The division of this Agreement into subdivision, and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.*
- (b) This Agreement may be altered or added to with the mutual written consent of the parties and any alterations or additions shall be executed with the same formality as this Agreement and subsequently form part of this Agreement unless specified otherwise herein.*
- (c) In this Agreement and attached Schedules, unless there is something in the subject matter or context inconsistent with the same:*
 - (i) The singular includes the plural and the plural includes the singular;*
 - (ii) A reference to any statute extends to and includes any amendment or re-enactment of such statute; and*
 - (iii) The masculine includes the feminine.*

- (d) If any provision of this Agreement is found to be invalid, it is the intention of the parties that the remainder of the Agreement shall remain in full force.
- (e) This Agreement shall be construed in accordance with and be governed by the laws of Saskatchewan, and the courts of the Province of Saskatchewan shall have non-exclusive jurisdiction over any matter arising in relation thereto.
- (f) If a Party is more than one person, the obligations of that Party under this Agreement shall be joint and several.
- (g) The Farmer may not assign the benefit of this agreement without the written permission of the Town, which permission shall not be unreasonably withheld.
- (h) The benefit of this agreement will enure to the parties hereto, as well as to the benefit of their heirs, successors and permitted assigns.

IN WITNESS WHEREOF the Town and Legend have executed this Agreement as at the effective date hereof.

TOWN OF DALMENY

(Seal)

Per: _____
Mayor

Per: _____
Chief Administrative Officer

LEGEND DAIRY LTD.

(Seal)

Per: _____

Per: _____

