

TOWN OF DALMENY
REGULAR COUNCIL MEETING
MONDAY, APRIL 11, 2022
DALMENY TOWN OFFICE

PRESENT: Councillors Ed Slack, Anna-Marie Zoller, Greg Bueckert, and Matt Bradley. Also present was CAO Jim Weninger. Mayor Jon Kroeker, Councillors Eric Desnoyers, and Lacy Boisvert, and EMO Coordinator Alicia Bell were present via video conferencing due to the Covid 19 Pandemic.

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

129/22 – Zoller/Bueckert – That the agenda for the Regular meeting of Council of the Town of Dalmeny for April 11, 2022 be adopted as presented.

Carried.

MINUTES

130/22 – Boisvert/Desnoyers – That the Minutes of the March 28, 2022 Regular Council meeting be approved as circulated.

Carried.

COMMUNITY SAFETY NET

131/22 – Boisvert/Bradley – That Council contribute \$300.00, plus applicable taxes to support the Community Safety Net program and that Lucy Beardy be advised of the same.

Carried.

EMS CENTRAL AND PROVINCIAL MEDICAL FIRST RESPONDER PROGRAM

132/22 – Zoller/Bueckert – That the response of March 25, 2022 from Krista Remeshylo, Director, EMS Central and Provincial Medical First Responder Program to the Town's letter of June 23, 2021 be acknowledged by Council.

Carried.

AUTHORIZATION FOR BORROWING

133/22 – Desnoyers/Bueckert – That the letter of April 7, 2022 from Financial Analyst Malina Dai of the Saskatchewan Municipal Board Local Government Committee regarding the formal authorization for borrowing \$171,715.18 for the purchase of one (1) Kubota #M6-141DTCC-F Tractor with Loader Bucket be accepted by Council.

Carried.



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ACCOUNTS PAYABLE

134/22 – Bueckert/Zoller – That the accounts as detailed on the attached cheque listing and amounting to \$162,348.75 for the period ending April 8, 2022 and representing cheque numbers 17304 to 17355 be approved by Council.

Carried.

PUBLIC MEETING

A Public Meeting was held at 7:22 p.m. pertaining to Bylaw 8-2022. This Zoning Bylaw amendment would amend Bylaw No. 2-2016 to regulate the development of Transloading Facilities. There were two written representations regarding this Bylaw. There were no members of the public that attended the meeting to speak to the Bylaw. The Public Meeting concluded at 7:29 p.m.

PAYROLL

135/22 – Desnoyers/Bradley – That the payroll listing in the amount of \$23,464.14 for the pay period ending April 2, 2022 be approved by Council.

Carried.

FIRE RESCUE PAYROLL

136/22 – Slack/Bradley – That the fire rescue payroll in the amount of \$9,815.64 for the quarterly pay period ending March 31, 2022 be approved by Council.

Carried.

PER DIEMS

137/22 – Zoller/Boisvert – That the per diems in the amount of \$2,879.64 for the pay period ending April 30, 2022 be approved by Council.

Carried.

OUTSTANDING TAX COMPARISONS

138/22 – Bradley/Slack – That the listing of outstanding municipal and school property tax comparisons, along with frontage taxes for the month of March be accepted by Council.

Carried.

CORRESPONDENCE

139/22 – Bueckert/Desnoyers – That the following correspondence be filed:

A. Public Notices – Zoning Amendment – March 24, 2022 and March 31, 2022

Carried.



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Councillor Greg Bueckert left the meeting at 7:37 p.m.

Councillor Greg Bueckert returned to the meeting at 7:38 p.m.

Fire Chief Rick Elder arrived at the meeting at 7:39 p.m.

EMO REPORT

140/22 – Bradley/Zoller – That the EMO Coordinator's Quarterly Report for the period ending March 31, 2022 as presented by EMO Coordinator Alicia Bell be accepted by Council.

Carried.

EMO Coordinator Alicia Bell left the meeting at 7:41 p.m. and did not return.

Public Works Manager Jeff Johnson arrived at the meeting at 7:42 p.m.

Recreation Manager Mat Halcro arrived at the meeting at 7:43 p.m.

FIRE CHIEF'S REPORT

141/22 – Bueckert/Slack – That the Fire Chief's Quarterly Report for the period ending March 31, 2022 as presented by Fire Chief Rick Elder be accepted by Council.

Carried.

Fire Chief Rick Elder left the meeting at 7:50 p.m. and did not return.

LIBRARIAN'S REPORT

142/22 – Bradley/Desnoyers – That the Librarian's Quarterly Report for the period ending March 31, 2022 as prepared by Librarian's Bonnie Furi and Sheila Honeker be accepted by Council.

Carried.

PUBLIC WORKS MANAGER REPORT

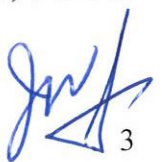
143/22 – Bradley/Desnoyers – That the Public Works Manager's Quarterly Report for the period ending March 31, 2022 as presented by the Public Works Manager Jeff Johnson be accepted by Council.

Carried.

RECREATION MANAGER'S REPORT

144/22 – Slack/Bueckert – That the Recreation Quarterly Report for the period ending March 31, 2022 as presented by Recreation Manager Mat Halcro be accepted by Council.

Carried.



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Public Works Manager Jeff Johnson and Recreation Manager Mat Halcro both left the meeting at 8:10 p.m. and did not return.

CAO REPORT

145/22 – Boisvert/Zoller – That the Chief Administrative Officer's Report as presented by the Chief Administrative Officer Jim Weninger for April 11, 2022 be accepted by Council.

Carried.

BYLAW 7-2022 – POTABLE WATER SUPPLY AGREEMENT

146/22 – Bueckert/Boisvert – That Bylaw 7-2022, A Bylaw to Provide for the Municipality to Enter into a Potable Water Supply Agreement with the Saskatchewan Water Corporation be introduced and read a first time.

Carried.

The CAO read Bylaw 7-2022 for the first time.

147/22 – Zoller/Slack – That Bylaw 7-2022 be read a second time.

Carried.

The CAO read Bylaw 7-2022 a second time.

148/22 – Bradley/Desnoyers – That Bylaw 7-2022 be given third reading at this meeting.

Carried Unanimously.

149/22 – Boisvert/Bradley – That Bylaw 7-2022 be read a third time and adopted.

Carried.

The CAO read Bylaw 7-2022 a third time, and the Mayor and CAO signed and sealed the bylaw.

150/22 – Bueckert/Bradley – That Bylaw 8-2022 be read a third time and adopted.

Carried.

The CAO read Bylaw 8-2022 a third time, and the Mayor and CAO signed and sealed the bylaw.



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TOWN OF DALMENY
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BYLAW 9-2022 – INCURRING DEBT FOR PURCHASE OF KUBOTA TRACTOR

151/22 – Desnoyers/Slack – That Bylaw 9-2022, A Bylaw to Provide for Incurring a Debt for the Purpose of Financing the Purchase of a 2021 Kubota #M6-141DTCC-F with Loader Bucket be introduced and read a first time.

Carried.

The CAO read Bylaw 9-2022 for the first time.

152/22 – Bradley/Zoller – That Bylaw 9-2022 be read a second time.

Carried.

The CAO read Bylaw 9-2022 a second time.

153/22 – Bueckert/Boisvert – That Bylaw 9-2022 be given third reading at this meeting.

Carried Unanimously.

154/22 – Bradley/Slack – That Bylaw 9-2022 be read a third time and adopted.

Carried.

The CAO read Bylaw 9-2022 a third time, and the Mayor and CAO signed and sealed the bylaw.

IN-CAMERA

155/22 – Zoller/Bueckert – That Council move into the Committee of the Whole and that the session be “in camera” at 8:31 p.m.

Carried.

Councillor Lacy Boisvert left the In-Camera meeting at 8:37 p.m.

Councillor Lacy Boisvert returned to the In-Camera meeting at 8:44 p.m.

RECONVENE

156/22 – Zoller/Bueckert - That Council reconvene and report at 9:11 p.m.

Carried.

A handwritten signature in blue ink, appearing to be 'J. Zoller', is located in the bottom right corner of the page.

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CHANGE OF PROPOSAL REQUEST FOR WATER PUMPHOUSE

157/22 – Bradley/Desnoyers– That Council accept the Change Proposal Request (CPR) as it relates to the Water Pumphouse & Reservoir Upgrade pertaining to the revision of the road structure and extents at a cost of \$12,356.76, plus applicable taxes and that Engineer-in-Training Kyle McInnis of Catterall & Wright be advised of the same.

Carried.

CHANGE ORDER NO. 6 WATER PUMPHOUSE AND RESERVOIRS

158/22 – Bradley/Bueckert – That Council accept Contract Change Order No. 6 Change Order as it pertains to the replacement of both check valves on the RPZ backflow preventer from the existing Water Pumphouse and the use of an Alternative Drywall Product in the generator and electrical rooms of the new Water Pumphouse at a cost of \$486.36, plus applicable taxes and that Engineer-in-Training Kyle McInnis of Catterall & Wright be advised of the same.

Carried.

DALMENY ARENA CANOPY

159/22 – Boisvert/Zoller – That Council consider the construction of the Dalmeny Arena Canopy for the Player's Entrance in their Proposed 2023 Capital Budget.

Carried.

DEPUTY FIRE CHIEF

160/22 – Bradley/Slack – That Council appoint Thomas Baxter as the Deputy Fire Chief effective immediately and that Fire Chief Rick Elder be advised of the same.

Carried.

SEASONAL PARKS AND RECREATION EMPLOYEE

161/22 – Desnoyers/Bradley – That Adam Revet be hired seasonally as a Parks and Recreation Maintenance Technician from on or around May 2, 2022 to August 26, 2022 upon the following terms and conditions:

1. Completion of an Employment Agreement;
2. Town of Dalmeny Employment Guide, along with Respectful Work Place Policy, Information Technology and Social Media Policy and Substance Use, Abuse and Impairment Policy;
3. Immunizations against Tetanus and Hepatitis A & B;
4. Completion of WHMIS (Workplace Hazardous Materials Information System);
5. Valid Driver's License
6. Bondable;
7. Fully Covid-19 Vaccinated; and
8. Acceptable Criminal Record Check.

Carried.



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SEASONAL PARKS AND RECREATION EMPLOYEE

162/22 – Zoller/Slack – That Madison Sansom be hired seasonally as a Parks and Recreation Maintenance Technician from on or around May 2, 2022 to August 26, 2022 upon the following terms and conditions:

1. Completion of an Employment Agreement;
2. Town of Dalmeny Employment Guide, along with Respectful Work Place Policy, Information Technology and Social Media Policy and Substance Use, Abuse and Impairment Policy;
3. Immunizations against Tetanus and Hepatitis A & B;
4. Completion of WHMIS (Workplace Hazardous Materials Information System);
5. Valid Driver's License
6. Bondable;
7. Fully Covid-19 Vaccinated; and
8. Acceptable Criminal Record Check.

Carried.

102" MATERIAL LOADER BUCKET

163/22 – Desnoyers/Slack – That Council approve the additional expenditure of \$1,561.00, plus applicable taxes for a 2022 102" HD Material Loader Bucket, as opposed to a 92" HD Material Loader Bucket for the 2021 Kubota #M6-141DTCC-F Tractor and that Turf and Ag Sales Specialist Ed Gutek be advised of the same. This additional amount would come from the Vehicle Replacement Reserve.

Carried.

CAO HOLIDAYS

164/22 – Bueckert/Boisvert – That Chief Administrative Officer Jim Weninger be given permission to take holidays from April 15, 2022 to April 22, 2022 inclusive.

Carried.

ADJOURN

165/22 – Bradley/Zoller – That the meeting be adjourned. Time 9:24 p.m.

Carried./



Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

Report Date
04/08/2022 10:19 AM

Dalmeny
Accounts for Approval
As of 04/08/2022
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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-GENERAL OPER					
Computer Cheques:					
17304	03/31/2022	AMSC Insurance Services Ltd APRIL 2022	APRIL GROUP INSURANCE	8,845.15	8,845.15
17305	03/31/2022	M.E.P.P. MAR 2022	MARCH MEPP PAYMENT	13,805.00	13,805.00
17306	03/31/2022	Minister of Finance MARCH 2022	MARCH SCHOOL TAXES COLLECTED	25,854.90	25,854.90
17307	04/11/2022	Accu-Sharp Tooling LTD 2568	ARENA-ZAMBONI ICE KNIFE	86.58	86.58
17308	04/11/2022	AED Advantage 21034	FIRE-MEDICAL SUPPLIES	406.23	406.23
17309	04/11/2022	Air Unlimited Inc. 132668	LAGOON-BLOWER #2	1,482.91	1,482.91
17310	04/11/2022	Bell Mobility Inc. APRIL 2022	AERATION BUILDING AUTODIALER	74.23	74.23
17311	04/11/2022	Bluewave Energy 99220694	ZAMBONI PROPANE	56.44	56.44
17312	04/11/2022	Brandt Tractor Ltd. Quote- 25965472	JOHN DEERE MOWER DECK	6,604.50	6,604.50
17313	04/11/2022	Canadian National Railways 91624318	SIGNAL MAINTENANCE	296.50	296.50
17314	04/11/2022	Carlton Trail College SI00013503	FIRE-ON-LINE LICENSE/MAINT FEE	1,258.95	1,258.95
17315	04/11/2022	Craig Boan Enterprises Ltd 702	POLICE UNIFORMS	296.31	296.31
17316	04/11/2022	Dalmeny Curling Club 27	2021/22 COMMUNITY GRANT	2,250.00	2,250.00
17317	04/11/2022	Dalmeny Minor Hockey 35	2021/22 COMMUNITY GRANT	3,000.00	3,000.00
17318	04/11/2022	Dalmeny Senior Sabres 17	2021/22 COMMUNITY GRANT	1,500.00	1,500.00
17319	04/11/2022	Earthworks Equipment Corp 95181/95575/432	BOBCAT RENTAL/PARTS/SUPPLIES	2,393.47	2,393.47
17320	04/11/2022	Entandem 189453	2022 JJ MUSIC LICENCE	208.51	208.51
17321	04/11/2022	Erickson Contracting NO.071-058-P10	WATER PUMPHOUSE- PROG 10	53,744.99	53,744.99
17322	04/11/2022	Exhausted Repair Ltd 2999/2993	INTERNATIONAL-BUSH/DRUM/SHOES	5,642.72	5,642.72
17323	04/11/2022	Fantastic Face Painting 674	DALMENY DAYS	393.75	393.75

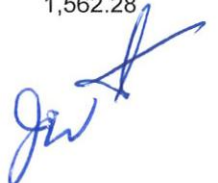


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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
17324	04/11/2022	Greenline Hose & Fittings 20518/9950	GRADER/PUMP SUPPLIES	504.48	504.48
17325	04/11/2022	Greg Bueckert 6	COUNCIL FOOD VOUCHER	50.00	50.00
17326	04/11/2022	Inland Heidelberg Cement Group 6641483	SALTED SAND	617.96	617.96
17327	04/11/2022	JAGplus-Jason's Auto Glass 6206	INTERNATIONAL-STONE CHIP REPAI	72.15	72.15
17328	04/11/2022	Jenson Publishing 64636	BYLAW 2-16 AD	244.05	244.05
17329	04/11/2022	Jim Weninger 94	SUMA MILEAGE/EXPENSES	303.90	303.90
17330	04/11/2022	Minister of Finance 21224/821224	FIRE/POLICE RADIO LICENSE	1,332.00	1,332.00
17331	04/11/2022	Minister of Finance 245618	ASSESSMENT AD-QUEENS PRINTER	30.00	30.00
17332	04/11/2022	MuniCode Services Ltd. 53793	BUILDING INSPECTIONS	154.58	154.58
17333	04/11/2022	Nor-Tec Linen Services R1-890514	ARENA/POLICE/OFFICE MATS	131.17	131.17
17334	04/11/2022	Northern Factory Workwear 237278	FIRE-UNIFORMS	399.58	399.58
17335	04/11/2022	Prairie Meats 924318	ARENA BOOTH SUPPLIES	171.96	171.96
17336	04/11/2022	Princess Auto 2892/9924/1799	PW-SHOP/PUMP PARTS/SUPPLIES	582.18	582.18
17337	04/11/2022	RA Auto Repair LTD 39876	TAHOE TIRE PATCH	27.11	27.11
17338	04/11/2022	Redhead Equipment Ltd. P30220/P31354	MACK-LAMP/GRADER BLADE	465.47	465.47
17339	04/11/2022	Reed Security 1569188	SECURITY CAMERAS	529.47	529.47
17340	04/11/2022	Ricoh Canada Inc. MSI99057742	REC COMPUTER SUPPORT	183.15	183.15
17341	04/11/2022	Robertson Implements P20092/19902	E21/U21 BATTERIES	562.92	562.92
17342	04/11/2022	Sask Research Council 1224929/1225165	WATER LAB TESTING	58.28	58.28
17343	04/11/2022	Saskatoon Audio Visual 101179	GLOW SKATE EVENT	2,546.62	2,546.62
17344	04/11/2022	Saskatoon Cylinder Exchange 9623	BOBCAT REPAIR	1,562.28	1,562.28
17345	04/11/2022	SaskTel CMR			



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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
		401	SASKTEL PMT	1,684.07	1,684.07
17346	04/11/2022	Success Office Systems INV342671	OFFICE-COPIER USEAGE	477.44	477.44
17347	04/11/2022	SVP Envoyer paiement a 1413/94574/3460	32 WATER METERS	16,063.84	16,063.84
17348	04/11/2022	The Wireless Age 457662-92	FIRE-RADIO REPAIRS	1,628.33	1,628.33
17349	04/11/2022	Thomas Baxter 34	FIRE-TRAINING COURSE	1,045.00	1,045.00
17350	04/11/2022	Top Grade Glass Inc. 34531	U21 REPAIRS WINDSHIELD	542.79	542.79
17351	04/11/2022	Trans-Care Rescue 22698/22699	TRUCK BEACONS/FIRE TRAINING	529.77	529.77
17352	04/11/2022	Truckline Parts & Service Ltd. 405542	INTERNATIONAL TRUCK-TAIL LIGHT	36.06	36.06
17353	04/11/2022	Twin River Music Festival 22	2021/22 COMMUNITY GRANT	1,500.00	1,500.00
17354	04/11/2022	United Environmental Consult S1-1179	ASBESTOS SAMPLING	86.10	86.10
17355	04/11/2022	Zak's Home Hardware 19993/1	PW-SHOP SUPPLIES	24.90	24.90
				Total for AP:	162,348.75

Certified Correct/This April 8, 2022

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger

Payor/Payee's List Ready for Manual Release

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Payor/Payee Name

[Anderson, Scott](#)
[Berrecloth, Donald](#)
[Bonin, Edmund](#)
[Dorner, Tyler](#)
[Dyck, Bradley](#)
[Elder, Rick](#)
[Furi, Bonnie](#)
[Halcro, Mathew](#)
[Hollingshead, Jayson](#)
[Honeker, Sheila](#)
[Janzen, Kelly](#)
[Johnson, Jeffrey](#)
[Johnson, Marina](#)
[Johnson, Phoebe](#)
[Keet, Cindy](#)
[Klein, Marllys](#)
[Rowe, Scott](#)
[Splawinski, Scott](#)
[Trayhorne, Laurelea](#)
[Van Meter, Christine](#)
[Weninger, Jim](#)

Ac Type	Amount
C	1599.12
C	66.76
C	1292.55
C	1421.83
C	1510.78
C	1122.78
C	296.62
C	1405.69
C	1620.75
C	276.62
C	1326.08
C	1709.65
C	123.64
C	43.44
C	221.20
C	845.16
C	2029.45
C	1552.15
C	776.41
C	1700.71
C	2522.75

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23,464.14



Payor/Payee's List Ready for Manual Release

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Payor/Payee Name	Amount
Anderson, Alicia	227.64
Baxter, Thomas	402.09
Donegan, Jason	230.00
Elder, Joanne	590.70
Fire Association, Dalmeny	700.00
Hueser, Wilbur	350.90
Hyland, Brian	787.48
Hyland, Nikki	952.79
Janzen, Jayce	35.00
King, Devin	399.65
Klassen, Darlene	347.41
Klassen, Connie	644.81
Klassen, Wade	682.80
Moody, Thomas	901.69
Nebozenko, Dakota	5.00
Olynick, Braden	343.25
Paul, Keelan	197.96
Peters, Colten	214.48
Pollock, Brandon	65.00
Rathgeber, Kyle	58.16
Shand, Frank	348.44
Villafuerte, Carlos	173.62
Vodden, Patrick	882.24
Vodden, Jennifer	41.60
Wiebe, Ryan	15.00
Woodland, Victoria	217.93

9815.64

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Payor/Payee's List Ready for Manual Release

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Payor/Payee Name

[Bell, Alicia](#)
[Boisvert, Lacy](#)
[Bradley, Matt](#)
[Bueckert, Greg](#)
[Desnoyers, Eric](#)
[Kroeker, Jonathan](#)
[Slack, Edward](#)
[Zoller, Anna-Marie](#)

Type	Amount
C	260.56
C	311.30
C	321.30
C	321.30
C	321.30
C	701.28
C	321.30
C	321.30

2,879.64

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Room 480 • 2151 Scarth Street • Regina, SK S4P 2H8
Phone: 306-787-6221 Fax: 306-787-1610

April 7, 2022

Local Government Committee

Jim Weninger
Chief Administrative Officer
Town of Dalmeny
301 Railway Avenue
DALMENY SK S0K 1E0

Dear Jim Weninger:

The following is enclosed:

- Formal authorization for borrowing \$171,715.18.
- Please send one sealed certified true copy of the finally passed Bylaw 7-2022 for formal Committee approval.

Please note that the **borrowing authorization is valid for a one-year** period beginning from the date of the Local Government Committee authorization. An extension of time could be requested to pass the bylaw prior to the expiry of the year. Should it be determined that borrowing will not be required, please notify our office.

Also, before obtaining the funds from the financial institution, the Municipality must submit the finally passed bylaw to the Committee for formal approval.

Yours truly,

A handwritten signature in blue ink that reads "Malina Dai".

Malina Dai
Financial Analyst

Enclosure



LOCAL GOVERNMENT COMMITTEE

AUTHORIZATION TO BORROW MONEY

22-085

That the Committee authorize the Council of the **Town of Dalmeny** to pass a bylaw to incur a debt in the sum of \$171,715.18 in 2022, in accordance with *The Municipal Board Act* and Section 163(2) of *The Municipalities Act*, for the purpose of financing the cost of purchasing a 2021 Kubota #M6-141DTCC-F tractor, complete with a 92" front end loader; to be repayable:

- a) In one (1) instalment of \$30,357.64 in the year 2023, one (1) instalment of \$25,715.28 in the years 2024, 2025, 2026, 2027 and 2028 inclusive and one (1) instalment of \$12,781.14 in the year 2029.
- b) Interest at a rate to be approved by the Local Government Committee, payable at least annually.
- c) By way of loan.

DATED: APRIL 7, 2022

SASKATCHEWAN MUNICIPAL BOARD
LOCAL GOVERNMENT COMMITTEE

Per CM Boyko
Chad Boyko, Chair

BYLAW NO. 9-2022

A BYLAW OF THE TOWN OF DALMENY IN THE PROVINCE OF SASKATCHEWAN, TO PROVIDE FOR INCURRING A DEBT IN THE SUM OF ONE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED AND FIFTEEN AND 74/100 DOLLARS (\$171,715.18) FOR THE PURPOSE OF FINANCING THE PURCHASE OF A 2021 KUBOTA #M6-141DTCC-F WITH LOADER BUCKET

WHEREAS the Council of the Town of Dalmeny deems it desirable and necessary to incur a debt as set out in Section 162 and 163 of *The Municipalities Act*, in the amount of ONE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED AND FIFTEEN AND 18/100 DOLLARS (\$171,715.18), for the purpose of financing the purchase of a 2021 Kubota #M6-141DTCC-F with Loader Bucket; and

WHEREAS the taxable assessment as shown by the last revised assessment roll thereof, being that for the year 2021 is the sum of ONE HUNDRED FIFTY-ONE MILLION FOUR HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS (\$151,439,435.00);

WHEREAS the amount of the existing long-term debt of the Town of Dalmeny is the sum of THREE MILLION FIVE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TWENTY-EIGHT AND 08/100 DOLLARS (\$3,515,228.08);

NOW, THEREFORE, the Council of the Town of Dalmeny in the Province of Saskatchewan enacts as follows:

1. THAT pursuant to Sections 162 and 163 of *The Municipalities Act*, the Town of Dalmeny requires Saskatchewan Municipal Board approval to incur a debt in the amount of ONE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED ONE AND 74/100 DOLLARS (\$171,715.18); and
2. The amount of said debt shall be payable in five (7) annual instalments of principal in the amounts of THIRTY THOUSAND THREE HUNDRED FIFTY-SEVEN AND 64/100 DOLLARS (\$30,357.64) in 2023, TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTEEN AND 28/100 DOLLARS (\$25,715.28) in the years 2024, 2025, 2026, 2027, and 2028, and TWELVE THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 14/100 DOLLARS (\$12,781.14) in 2029 including interest at a rate of NIL (0.00%);
3. The source or sources of money to be used to pay the principal owing under this bylaw will be revenue derived from the existing tax levy.

In any event, any other available source of revenue may be used.

4. THIS bylaw shall come into force and take effect on the date of approval being issued by the Saskatchewan Municipal Board, Local Government Committee.

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger



TOWN OF DALMENY

BYLAW NO. 8-2022

A Bylaw to amend Bylaw No. 2-2016, known as the Zoning Bylaw.

The Council of the Town of Dalmeny, in the Province of Saskatchewan, enacts to amend Bylaw 2-2016 as follows:

1. SECTION 2 – INTERPRETATION is amended by adding the following new definition for “Transloading Facilities” immediately after the definition for “Trailer”:

“Transloading Facilities: facility for transferring bulk or breakbulk commodities between rail and truck freight. Common transload freight includes lumber, steel, bulk liquids (oil, fuel, fertilizers etc.), solids (cement, grain, fly ash, etc.) and other goods and materials.”

2. SECTION 4.12 Special Standards and Regulations, is amended by adding the following new Section:

“4.12.15 Transloading Facilities:

- (a) In addition to any other information required by Council, the applicant shall submit, as part of their development permit application, information regarding any hazardous material to be kept or stored on site, an emergency management plan, a screening and landscape plan, site grading and drainage plans, and proposed truck routes and road maintenance measures. The applicant may be required to enter into a road maintenance agreement.
- (b) Transloading facilities for oil and gas resources shall not be located within 90 metres of a residence or on hazard lands.
- (c) The applicant shall suitably screen and landscape the facility from neighbouring properties to the satisfaction of Council.
- (d) Council may require the developer to undertake specific safeguards to address safety issues related to material kept on the site and nuisance issues related to dust, noise, odour, smoke, or similar conditions.
- (e) Transloading facilities shall be developed and shall operate in compliance with all relevant federal and provincial requirements.”



3. SECTION 4 - GENERAL REGULATION is amended by deleting subsection 4.3 "Number of Principal Buildings Permitted on A Site" in its entirety and replacing it with the following new subsection:

"4.3 Number of Principal Buildings Permitted on a Site

Only one principal building shall be placed on a site with the exception of dwelling groups, shopping centres, indoor/outdoor storage rental facilities, transloading facilities, recreation facilities, schools, hospitals and public works."

4. SECTION 4.9.9 Shipping Containers is amended by deleting subsection (4) and replacing it with the following new subsection:

"(4) The cumulative maximum floor area of shipping containers, to a total maximum of six containers, shall not exceed more than 50% of the gross floor area of the principal structure except in the case of approved development permits for:

- (a) Transloading facilities
- (b) Fire Fighter Training Facilities."

5. Table 6-10 M – Industrial District Development Standards is amended by adding the following new Industrial / Commercial Use:

**Table 6-10:
M – Industrial District Development Standards for the Town of Dalmeny**

<u>Principal Use</u>		Designation	Parking Category	Subject to Section(s)	<u>Development Standards</u>					
					Minimum Site Area (m ²)	Minimum Site Width (m)	Minimum Front Yard (m)	Minimum Rear Yard (m)	Minimum Side Yard (m)	
<i>Industrial / Commercial Uses</i>										
(32)	Transloading facilities	D	11	4.12.15	465	15	4.5	(1)	3 ⁽²⁾	

6. This Bylaw shall come into force and take effect when approved by Council.

Original Signed by Mayor Jon Kroeker

Original Signed by CAO Jim Weninger



TOWN OF DALMENY

BYLAW NO. 7-2022

**A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO A
POTABLE WATER SUPPLY AGREEMENT WITH THE SASKATCHEWAN
WATER CORPORATION**

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 a potable water supply agreement with Saskatchewan Water Corporation for the purpose of supplying the Town of Dalmeny with potable water, 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. Bylaw 4/2000 between the Town of Dalmeny and the Saskatchewan Water Corporation is hereby repealed.
5. 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"

POTABLE WATER SUPPLY AGREEMENT

Between:

Saskatchewan Water Corporation

and

Town of Dalmeny

[Handwritten signature]

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This Agreement made in duplicate as of the 1st day of January, 2022 (the “Effective Date”)

BETWEEN:

Saskatchewan Water Corporation (“SaskWater”)

and

Town of Dalmeny (the “Customer”)

WHEREAS:

- A. Pursuant to *The Saskatchewan Water Corporation Act*, S.S. 2002, c.S-35.01, SaskWater holds the exclusive right to provide water and works in the area; and
- B. SaskWater owns and operates water supply facilities and may enter into agreements to supply customers with water; and
- C. The Customer is a municipality created pursuant to *The Municipalities Act*, S.S. 2005, C. M-36.1;
- D. The Customer has the necessary authority to contract with SaskWater for the supply of potable water for distribution and has requested that SaskWater supply potable water to the Customer; and
- E. SaskWater and the Customer entered into a Water Supply Agreement on or around January 1, 1978, (the “Original Contract”), for the supply of potable water; and
- F. SaskWater and the Customer wish to terminate the Original Contract and any subsequent amendments and enter into a new agreement for the supply of potable water on the terms and conditions set out herein.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Definitions

Words and terms used in this Agreement and the attached Schedules, which are hereby incorporated into this Agreement, shall have the following meanings:

- 1.1. “Agreement Year”** means a period of twelve (12) consecutive months beginning at 12:00 A.M. on the first day of January, the first Agreement Year to begin January 1, 2022.



- 1.2. **“Backflow Prevention Equipment”** means equipment to eliminate the possibility of contamination or pollution resulting from the backflow of objectionable compounds from the Customer’s Facilities to SaskWater’s Facilities.
- 1.3. **“Cubic Metre”** or **“m³”** means the volume of a cube with edges one metre in length, One Cubic Metre contains One Thousand (1,000) litres.
- 1.4. **“Customer’s Facilities”** means all facilities and equipment owned or operated by the Customer, including, if applicable, the distribution system to carry Water to its own customers from the Point of Delivery.
- 1.5. **“Distribution System”** means the distribution pumps, piping and related equipment owned by SaskWater and used to distribute Water to its customers.
- 1.6. **“Effective Date”** means the date first written above.
- 1.7. **“Initial Term”** means twenty (20) consecutive Agreement Years.
- 1.8. **“Measuring Equipment”** means a meter or related equipment necessary for measuring the volume of Water supplied to Customers.
- 1.9. **“Minimum Purchase Requirement”** means the minimum volume of Water for which the Customer agrees to pay each billing period, notwithstanding that a lesser amount may have been taken.
- 1.10. **“Point of Delivery”** means the location where SaskWater’s Facilities connect to the Customer’s Facilities at, as indicated in greater detail on the diagram contained in Schedule “A” attached to this Agreement.
- 1.11. **“Potable Water”** means water provided by a domestic water system that:
- i. Meets the standards prescribed by regulation; and
 - ii. Is safe to drink and fit for domestic purposes without further treatment.
- 1.12. **“Reseller Rate”** means the rate SaskWater is charged by the Supplier for Water to be redistributed by SaskWater to its customers. The Reseller Rate shall be the “reseller rate” set by the Supplier’s City Council in their Waterworks Bylaw for Crown and municipal water providers.
- 1.13. **“SaskWater’s Facilities”** means the facilities and equipment used or owned by SaskWater to supply Water to the Customer.
- 1.14. **“Supplier”** means the City of Saskatoon, the supplier of bulk Water to SaskWater for the purpose of redistribution to SaskWater Customers.
- 1.15. **“Supplier Connection Fee”** means the fee or levy charged by the Supplier for new Water connections to reflect the cost of the required increase in capacity to the Supplier’s infrastructure. The Supplier Connection Fee will be equivalent to the amount



charged by the Supplier for capacity growth off-site levies for water in Saskatoon, as approved by the Supplier's City Council. The Connection Fee Schedule establishing Connection Fees according to connection size will be set by the Supplier's City Council in their Waterworks Bylaw.

1.16. "Term" means the Initial Term and any subsequent renewal terms.

1.17. "Water" means Potable Water.

1.18. "Water Supply Rate" means the rate controlled and set by SaskWater as a charge to the Customer, separate from the Reseller Rate and any Supplier Connection Fee, which may be reflected as fixed/variable components.

1.19. "Works" includes:

- i. Dykes, dams, weirs, drains, ditches, wells, canals, culverts, intake structures, pipes, pumps, pump stations, water treatment plants, reservoirs and lagoons; and
- ii. Any other facility that is used in:
 - a. The supply of water; or
 - b. The treatment, storage, transmission, or disruption of water.

2. Water Supply and Facilities

2.1. SaskWater agrees to supply and deliver Water to the Customer in accordance with the terms of this Agreement. The Customer agrees to accept the supply and delivery of Water from SaskWater in accordance with the terms of this Agreement.

2.2. The Customer shall undertake or maintain the connection of the Customer Facilities to the SaskWater Facilities at the Point of Delivery, such connection to meet SaskWater's specifications.

2.3. The parties agree:

- a) The Point of Delivery, Measuring Equipment, and SaskWater's Facilities will be located at or near the locations indicated on the diagram contained in Schedule "A" attached to this Agreement.
- b) The Customer's Facilities are located at or near the locations indicated on the diagram contained in Schedule "A".
- c) In the event that SaskWater's Measuring Equipment is installed on the Customer's Facilities, SaskWater retains ownership and control of its Measuring Equipment and the Customer agrees to allow SaskWater right of entry to and exit from the Customer's Facilities where the Measuring Equipment is located.

2.4. The Customer will not charge SaskWater for use of any easements required for the development of SaskWater's Facilities. SaskWater agrees to use reasonable efforts to



return any land upon which such easement is located to the same condition as existed prior to the Effective Date.

- 2.5.** SaskWater shall undertake the expansion and/or construction of Works to create new or upgraded SaskWater Facilities as necessary to meet SaskWater's obligations under this Agreement. Grant funding or other financial contribution shall be reflected in the Water Supply Rate.

3. Control of and Responsibility for Water

3.1. Control

Control of and responsibility for the Water supplied under this Agreement shall pass from SaskWater to the Customer at the Point of Delivery.

3.2. Responsibility for Losses

SaskWater shall be responsible for the maintenance of SaskWater's Facilities, and for losses of Water attributed to SaskWater's Facilities. The Customer shall be responsible for the maintenance of the Customer's Facilities, and for losses of Water attributed to the Customer's Facilities.

4. SaskWater's Obligations

4.1. Water Quality

SaskWater adheres to its Water Quality and Reporting Policy, as amended from time to time and available upon request.

4.2. Water Volume

a) Maximum Daily Volume

The Maximum Daily Volume of Water that may be supplied each day pursuant to this Agreement shall be reflected in Schedule "C".

b) Maximum Flow

The Maximum Flow of Water that may be supplied each day pursuant to this Agreement shall be reflected in Schedule "C".

c) Minimum Purchase Requirement

The Minimum Purchase Requirement is reflected in Schedule "C", and may be adjusted from time to time by SaskWater.



d) Flow Control Valve

SaskWater may, in its sole discretion, provide, install and maintain a valve to control the rate of flow to the Point of Delivery.

e) Service Interruptions

- I. While SaskWater takes all reasonable commercial efforts to guard against service interruptions, it does not guarantee an uninterrupted supply of Water. SaskWater shall at any time, without liability whatsoever to any Customer, have the right to discontinue or otherwise curtail, interrupt or reduce Water supply to Customers whenever SaskWater reasonably determines, or when SaskWater is directed by an authority having jurisdiction, that such discontinuance, curtailment, interruption or reduction is:
 - a) Necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of SaskWater Facilities;
 - b) Pursuant to non-payment of amounts due and payable on a Customer's account;
 - c) Necessary to maintain safety and reliability of the Works; and
 - d) Due to any other reason including: dangerous or hazardous circumstances, emergencies, forced outages, the need to restrict or regulate water consumption for purposes of conservation of water, shortages or potential shortages of water supply, or *Force Majeure*.
- II. SaskWater shall use reasonable commercial efforts to:
 - a) Provide notice of any SaskWater reduction or interruption;
 - b) Minimize such interruption duration and occurrences;
 - c) Schedule planned interruptions as much as possible at times convenient to Customer; and
 - d) Restore extended service interruptions as soon as practicable.
- III. SaskWater shall make reasonable commercial efforts to respond to a Customer requested service call within a reasonable time, and to minimize Water service interruptions to Customers. The Customer shall pay the cost of a Customer-requested service call and all related work if the cause of the problem is outside the Works and is not the direct result of an act or omission of an employee, contractor or agent of SaskWater that is grossly negligent or an intentional tort.
- IV. Either SaskWater or the Customer, or both of them jointly, may at any time issue an order directing all Customers to cease or restrict use of water from the Waterworks in the manner and for the period of time specified in the order, and may cause such order to be publicly disseminated via print or electronic media or by posting on the websites of SaskWater or the Customer, if applicable. A Customer is deemed to have received notice of such order and to be aware of its content 24 hours after it is publicly disseminated, or at such sooner time as a copy of the order is delivered to the Customer's service



address as shown in the Customer's account by an employee, agent or other representative of SaskWater or of the Customer.

4.3. Reporting to the Customer

SaskWater shall:

- a) At the Customer's request, assist the Customer in completing reports to the appropriate government agency or body, as may be required under provincial regulation from time to time during the Term of this Agreement;
- b) Provide the Customer with an annual written report summarizing the operational results of SaskWater's Facilities used to supply water to the Customer for the previous Agreement Year; and
- c) Adhere to its Customer Engagement Guideline, as amended from time to time and available upon request.

4.4. Measurement of Water

- a) SaskWater shall provide, maintain and operate the Measuring Equipment.
- b) SaskWater shall take and record readings from the Measuring Equipment once each month.
- c) SaskWater shall maintain and preserve the records of such readings for a period of at least five (5) years from the date the records were made, and such records shall be available to the Customer upon written request.
- d) SaskWater shall carry out tests to verify the accuracy of its Measuring Equipment at reasonable intervals, although not more frequently than once a year.
- e) In the event the Measuring Equipment is out of service or registering inaccurately:
 - i. The parties shall examine the Water supply records for previous periods when, under similar conditions, the Measuring Equipment was registering accurately;
 - ii. The parties agree to use this information to negotiate a deemed volume of Water supplied during the period when the Measuring Equipment is not measuring accurately;
 - iii. Such adjustment between the parties shall be made, as is necessary in accordance with the payment provisions contained in this Agreement, for such deemed volume of Water supplied; and
 - iv. SaskWater shall adjust the meter to improve accuracy.
- f) Special Test Measuring Equipment



- i. Upon receiving a written request from the Customer, SaskWater shall arrange a special test of the Measuring Equipment's accuracy, such test to be completed by a third party;
- ii. The parties agree that the Measuring Equipment will be so tested by using a rate of flow equivalent to the Customer's average rate of demand during the preceding twelve (12) months;
- iii. The parties agree to co-operate to promptly facilitate such test which shall be paid for on the following basis:
 - A. If SaskWater's Measuring Equipment is found to be in error by less than or equal to two percent (2%), no adjustment shall be made to previous metering records and the Customer agrees to reimburse SaskWater for the cost of such special test, forthwith upon receiving documentation from SaskWater regarding same.
 - B. If SaskWater's Measuring Equipment is found to be in error by more than two percent (2%), previous metering records will be adjusted to zero error for the elapsed period since the last test or six (6) months, whichever is the lesser period, and the cost of such special test shall be borne by SaskWater. SaskWater shall adjust the meter to improve accuracy.

4.5. Source Water

- a) SaskWater's obligation to supply Water under this Agreement is conditional upon SaskWater's ability to secure and maintain a supply of Water with which to supply the Customer. In the event that SaskWater is unable to supply an amount of Water as agreed to, then the charge shall be reduced to the actual volume of Water that SaskWater was able to supply during that billing period.

5. Customer's Obligations

5.1. Regulatory Compliance

- a) Starting at the Point of Delivery, the Customer is responsible for maintaining water quality.
- b) The Customer shall comply with all laws, regulations and water quality standards that relate or apply to potable water for human consumptive use and for hygienic use, or that relate or apply to the Customer's Facilities, as may be in force from time to time.

5.2. Manage Usage

- a) The Customer is responsible for managing usage of the Water downstream of the Point of Delivery, including the redistribution of the Water to any other persons or entities which are currently receiving Water from the Customer.



- b) The Customer shall, upon request by SaskWater from time to time, provide SaskWater with information regarding the number of connections served by the Customer, in such format as may be required by SaskWater.
- c) On the Effective Date and on or before October 31st of each Agreement Year, the Customer shall provide SaskWater an inventory of their customers as outlined in Schedule "D" (the "**Customer Inventory**"). The Customer shall, upon request by SaskWater from time to time, consult with SaskWater on its growth or expansion plans in order that SaskWater may manage and plan for its infrastructure needs.
- d) The Customer covenants not to expand the Customer's Facilities to the extent it exceeds the Maximum Daily Volume (section 4.2 (a)) without obtaining SaskWater's prior written consent.

5.3. Backflow Prevention

SaskWater may, at its own discretion, own, operate and maintain a Backflow Prevention Device so as to eliminate the possibility of contamination or pollution resulting from the backflow of objectionable compounds from the Customer's Facilities to SaskWater's Facilities.

5.4. On/Off Valve

The Customer shall provide, install, and maintain a valve on the Customer's Facilities to stop and start the flow of Water supplied at or near the point of delivery as indicated by SaskWater, such valve and manner of installation to meet SaskWater's specifications.

5.5. Authority to Enter into Agreement

The Customer represents and warrants that it has the legal authority to enter into and perform the terms of this Agreement and has passed all necessary bylaws or resolutions in relation thereto and the Customer shall provide same to SaskWater upon request.

5.6. Single Source Supply

Throughout the Term of this Agreement the Customer agrees that SaskWater shall be the sole supplier of Water to the Customer.

5.7. Restrictive Covenants

- a) Subject to subsection (b), the Customer covenants not to supply Water provided by SaskWater under this Agreement to any person not listed in the Customer Inventory without the prior written approval of SaskWater.
- b) Notwithstanding subsection (a), prior written approval of SaskWater shall not be required for a new connection where the inside diameter of the connection pipe or



water meter size is equal to or less than 38mm (1.5 inches) and the new connection is:

- i. To a property containing only a single detached home or cottage; or
 - ii. To a farm or agricultural property with a single residence.
- c) The Customer covenants not to supply, sell, or distribute Water to any site unless that site installs and maintains a sewage disposal system which satisfactorily complies with all applicable legislation and the regulations thereunder.

5.8. Storage Requirement

The Customer shall either: (i) maintain storage equal to twice the average daily consumption of the Customer; or (ii) if the Customer resells the Water, ensure the purchaser of the Water maintains storage equal to twice the average daily consumption of the purchaser. This minimum storage requirement is in addition to that required for fire protection.

6. Charges

6.1. Payment of Water Supply Rate

- a) The Customer agrees to pay to SaskWater the Water Supply Rate for the greater of the volume of Water supplied or the Minimum Purchase Requirement, as calculated each billing period.
- b) The Water Supply Rate as of the Effective Date is outlined in Schedule B. Water Supply Rate increases for the first three (3) Agreement Years shall occur in accordance with Schedule "B". Following the first three (3) Agreement Years, SaskWater may, at its sole discretion, amend the Water Supply Rate by providing the Customer with not less than ninety (90) days written notice of its intention to adjust the Water Supply Rate. SaskWater reserves the right to implement changes to its rate structure upon ninety (90) days' notice to the Customer.
- c) Notwithstanding anything herein, if changes or alterations of federal, provincial or municipal laws, regulations, guidelines or policies require modification of SaskWater's Facilities or of SaskWater's operations thereof to ensure compliance with all such laws, regulations, guidelines or policies, then SaskWater may adjust the Water Supply Rate, or SaskWater may charge any other rates, fees or charges related to those changes or alterations following ninety (90) days' written notice to the Customer.

6.2. Payment of Reseller Rate

In addition to the Water Supply Rate, SaskWater will apply the Reseller Rate to the volume of Water supplied as calculated each billing period. The Reseller Rate will be passed directly from the Supplier to the Customer without benefit to SaskWater and



will be reflected in the Customer invoice as a charge separate from the Water Supply Rate. The Reseller Rate as of October 1, 2021 is \$2.6467/m³, and it is anticipated the Supplier will increase the Reseller Rate effective January 1, 2022. In the event the Supplier's City Council amends the Reseller Rate, the Reseller Rate will be adjusted for the purposes of this Agreement on the date the relevant bylaw amendment comes into force. SaskWater will advise the Customer as soon as possible of any changes to the Reseller Rate which they acquire knowledge of.

6.3. Supplier Connection Fees

- a) The Customer agrees to pay the Supplier Connection Fee for any new service connection serviced with Water. The Customer agrees to report any new service connections to SaskWater upon connection of the Water service. The Supplier Connection Fee will be charged upon connection of Water service or, in the case where an off-site levy structure exists, a Supplier Connection Fee will be charged as part of the application of off-site levies by the municipality.
- b) The Supplier Connection Fee shall be separate from any other charge in this Agreement and shall be invoiced by SaskWater each billing period. All Supplier Connection Fees paid to SaskWater shall be passed through directly by SaskWater to the Supplier, without mark-up or benefit to SaskWater.

6.4. Taxes

The Customer agrees that taxes applicable to any fees, charges or payments under this Agreement shall be its responsibility, and will be paid in excess of the fees, charges or payments set out in this Agreement.

7. Term

- 7.1. This Agreement shall be effective upon execution.
- 7.2. Notwithstanding anything contained therein, the parties agree to the mutual termination of the Original Contract, provided however that the Customer shall be liable for any fees or charges incurred prior to termination of the Original Contract.
- 7.3. This Agreement shall continue in force and effect for the Initial Term. Thereafter, this Agreement shall be automatically renewed and continue in force, until terminated by either party in accordance with the provisions contained herein.
- 7.4. Either party may terminate this Agreement after the expiry of the Initial Term; such termination shall be effective by the terminating party providing twelve (12) months prior written notice to the other party specifying a termination date after the Initial Term.



8. Billings and Payments

- 8.1.** Once each month, SaskWater shall calculate and render to the Customer an invoice setting forth the particulars of the Water supplied during the preceding billing period and all applicable charges, fees, taxes and interest.
- 8.2.** Payment shall be due and payable to SaskWater by the Customer within thirty (30) days of the date of the invoice. Payment shall be made as directed on this invoice.

9. Interest on Late Payments

In the event the Customer fails to pay an account in full within thirty (30) days of the invoice date, the Customer agrees to pay interest to SaskWater on the balance then owing at the rate specified on the invoice.

10. Indemnification

- 10.1.** The Customer shall indemnify and hold harmless SaskWater, its directors, officers, employees and agents and Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister Responsible for SaskWater (collectively referred to in this Article 10.1 as the "Indemnified Parties") from and against any and all claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties and that are caused or contributed to, by the negligent or willful act or omission of the Customer, its agents, officers or employees in the performance of its obligations under this Agreement. SaskWater shall be deemed to hold the provisions of this Article 10.1 that are for the benefit of the Indemnified Parties, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- 10.2.** To the extent it is permitted in its enabling legislation, SaskWater shall indemnify and hold harmless the Customer, its councilors, directors and employees (collectively referred to in this Article 10.2 as the "Indemnified Parties") from and against any and all claims which may be suffered or incurred by, accrue against, or be charge to or recoverable from any one or more of the Indemnified Parties and that are caused or contributed to, by the breach by SaskWater in the performance of its obligations under this Agreement. The Customer shall be deemed to hold the provisions of this Article 10.2 that are for the benefit of the Indemnified Parties in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.

11. Force Majeure

- 11.1.** Neither party shall be liable for any loss, detention, default, damage or delay in fulfilling the obligations under this Agreement caused by or resulting from conditions or causes beyond its reasonable control including but not limited to: depletion of water supply; shortage of power, materials and supplies; unforeseen breakdowns in or the loss of water treatment or distribution facilities; acts of God; war, acts of terrorism; strikes, lockouts labor controversies or disputes; riots; fire; flood; explosion; governmental



controls or regulations; embargoes; wrecks or delays in transportation; civil insurrection; civil or military authority; and inability to obtain necessary labour, materials or supplies due to such causes. In an event of a *Force Majeure*, each party shall be allowed a reasonable period of time to fulfill the obligations under this Agreement having regard to the applicable circumstances.

- 11.2. Nothing contained in this Article 11.0 shall be construed to require either party to settle a strike or lockout by acceding against its judgment to the demands of opposing parties nor shall anything contained in this Article 11.0 relieve the Customer of its obligation to pay the charges as set out herein.

12. Privacy

- 12.1. The parties acknowledge and agree that SaskWater is a government institution pursuant to *The Freedom of Information and Protection of Privacy Act*, S.S. 1990-91, F-22.01 (the "FOIPP Act") and that the Customer is a local authority pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act*, S.S. 1991, Chapter L-27.1 (the "LAFOIPP Act"), both as amended from time to time. Accordingly, the parties acknowledge and agree that this Agreement is subject to the provisions of the FOIPP Act and the LAFOIPP Act. The parties agree that this Agreement and any materials or personal information provided by either party to the other through each party's performance of its obligations or as otherwise acquired or developed may be subject to disclosure or protection. To the extent that this Agreement may contain personal information as defined in the FOIPP Act or the LAFOIPP Act, the Customer consents to the collection, use, and disclosure of all such personal information for the purposes of SaskWater's programming in respect of the covenants contained in this Agreement.
- 12.2. SaskWater and the Customer shall strictly maintain confidential and secure all materials provided, directly or indirectly, by the other party pursuant to this Agreement. Subject to the relevant privacy legislation and regulations, and any other laws, neither party shall directly or indirectly disclose to any person, either during or following the Term of this Agreement, any such material information provided to it by the other party without first obtaining the written consent of the party who provided such material or information, allowing such disclosure.
- 12.3. Notwithstanding anything contained in this Article 12.0, the Customer hereby acknowledges that SaskWater is a Provincial Crown Corporation and consents to the disclosure of the fact that it is a customer of SaskWater and the volumes of Water supplied to it, or any other information that SaskWater is required to disclose by statute, policy or Parliamentary practice to Crown Investments Corporation, any Member of the Cabinet of the Government of Saskatchewan, including without limitation, the Minister Responsible for SaskWater, the Premier, the Cabinet and Committees of the Saskatchewan Legislature, or under the operation of the FOIP Act or the LAFOIPP Act.



13. Termination Upon Default and Remedies

13.1. Suspension for Non-Payment

In the event the Customer fails to pay the full amount of any invoice, including any outstanding balance, within sixty (60) days of being invoiced, SaskWater, in addition to any other remedy it may have, upon fifteen (15) days' written notice, suspend the supply of Water and SaskWater's obligations under this Agreement until full payment is made. Notwithstanding any suspension of the supply of Water under this Article, the Customer's obligation to pay any and all charges, taxes and interest shall continue to accrue, and the Customer shall remain obligated to pay SaskWater for any charges that have or continue to become due and owing pursuant to this Agreement.

13.2. Default

In the event one party defaults on any of its obligations contained in this Agreement, other than as outlined in section 13.1:

- a) The party complaining of the default shall provide written notice to the defaulting party of the act of default;
- b) The defaulting party shall have sixty (60) days from the date of service of the notice of default to correct the default; and
- c) If the defaulting party fails to correct the act of default within the time specified in the notice of default, then this Agreement may be terminated without further notice.

13.3. In the event of an act of default by the Customer, which for the purposes of this Agreement shall include but is not limited to the Customer becoming insolvent, bankrupt, commencing bankruptcy proceedings, being struck from the Corporate Registry, or failing to fulfill its obligations under this Agreement, then other fees and charges as may be imposed pursuant to this Agreement for the remaining Term of this Agreement are accelerated and become immediately due and owing to SaskWater, and SaskWater may take any steps necessary to enforce payment of same.

13.4. In the event of early termination for cause under this Article or otherwise, the wronged party shall be entitled to pursue all remedies available to it at law, including an action in any court of competent jurisdiction in Saskatchewan.

13.5. Service Interruptions or Termination Arising from Safety or Environmental Concerns

In any case at or after the Point of Delivery the Customer or anyone to whom the Customer is distributing Water contravenes any law or regulation in force from time to time, SaskWater may, at the request of any regulatory authority having jurisdiction at the time the contravention occurs, immediately upon notice in writing to the Customer of its intention to do so, suspend its service to the Customer. Notwithstanding this



action by SaskWater the Customer shall continue to be responsible and shall pay the amounts, fees and charges currently owing and which would have been payable over the remainder of the Term for any other fees and charges as they become due.

14. Costs

In the event the Customer fails to make any payments as provided in this Agreement and SaskWater takes action to enforce payment, the Customer agrees to pay all costs and expenses including legal fees on a solicitor/client basis incurred by SaskWater with respect to any proceedings taken for the purpose of enforcing its rights and remedies.

15. Waiver and Future Default

No waiver by either SaskWater or the Customer of any one or more defaults by the other party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different nature.

16. Notices and Communications

16.1. Any notice, demand or other communication required or permitted to be given to any party to this Agreement shall be in writing and shall be either:

- a) Personally delivered to the reception desk at the municipal address provided herein;
- b) Sent by registered mail, postage prepaid to the registered office of the other party;
- c) Sent by electronic transmission; or
- d) Sent by facsimile.

16.2. Any party from time to time may change its address by written notice to each other party given in accordance with the provisions of this Article.

16.3. Any notice given by personal delivery, registered mail, facsimile or other electronic transmission shall be deemed to be received on the date of delivery.

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16.4. Legal Notices

Any notice given pursuant to this Agreement shall be delivered or sent to the intended recipients as follows:

SaskWater	Town of Dalmeny
Attention: Manager, Customer Service 200-111 Fairford Street East Moose Jaw, SK S6H 1C8 (Phone) 1-888-230-1111 (Fax) 306-694-3207 Email: customerservice@saskwater.com	Attention: Chief Administrative Officer P.O. Box 400 Dalmeny, SK S0K 1E0 (Phone) 306-254-2133 (Fax) 306-254-2142 Email: townoffice@dalmeny.ca Email: jweninger@dalmeny.ca

16.5. Customer Communications

a) Service Interruptions

For issues relating to service interruptions or emergencies, the Customer should contact SaskWater at **1-800-667-5799**.

b) Customer Service

For all Customer Service inquiries, including billing inquiries or requests for service, the Customer should contact **1-888-230-1111**.

17. Entire Agreement

Except as expressly set out herein, this Agreement including all documents and Schedules attached hereto supersedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the parties; no party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement.

18. Amendments and Modifications

Except as expressly set out herein, no amendment, modification or variation of any of the terms of this Agreement shall be valid unless in writing and executed by the parties hereto with the same formality as in this Agreement.



19. Severability

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, or unenforceable for any reason whatsoever, then at the election of SaskWater:

- a) The particular provision or provisions shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force;
- b) The provisions shall be read down in so far as necessary to comply with law; or
- c) The Agreement shall be terminated.

20. Transfer and Assignment

- a) Any person, company, customer, governmental agency, or other entity that shall succeed SaskWater as owner or operator of SaskWater's Facilities shall be entitled to the rights and subject to the obligations of SaskWater under this Agreement. This Agreement shall not be assignable by the Customer without the prior written consent of SaskWater.
- b) Notwithstanding the payment of fees, charges or levies under this Agreement or under the Original Contract, nothing contained herein shall give the Customer any equitable or ownership stake, title or interest in any of SaskWater's Facilities, and nothing contained herein shall be interpreted as granting the Customer an interest running with SaskWater's land.

21. Extended Meanings

It is agreed that unless the context of the Agreement requires otherwise, the singular number shall include the plural and vice versa, the number of the verb shall be construed as agreeing with the word so substituted, words importing the masculine gender shall include the feminine and neuter genders, and words importing person shall include firms and corporations, and vice versa.

22. Schedules

All Schedules attached hereto form part of this Agreement.

23. Headings

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.



24. Survival

All representations, warranties and indemnities given by each of SaskWater and the Customer shall survive indefinitely the termination of this Agreement.

25. Governing Law

The laws in effect in the Province of Saskatchewan, as amended, govern this Agreement. The parties hereto submit to the jurisdiction of the courts of the Province of Saskatchewan.

26. Time

26.1. Time is of the essence in all respects of this Agreement.

26.2. Unless another meaning is expressly indicated, references to “day”, “month”, or “year” mean a calendar day, month, or year.

27. Conditions Precedent

27.1. The obligations of SaskWater under this Agreement are conditional upon:

- a) SaskWater receiving approval from the SaskWater Board of Directors;
- b) SaskWater obtaining the necessary construction, environmental, and other permits and approvals necessary to expand their facilities; and
- c) SaskWater entering an Agreement with the Supplier for the bulk supply of Water, in the form satisfactory to SaskWater.

27.2. The conditions precedent set out in this Article 27.0 are for the sole benefit of SaskWater. SaskWater agrees to make all reasonable efforts to remove these conditions.

28. Execution in Counterparts

This Agreement may be signed in counterpart and by facsimile or other electronic transmission, without affecting validity.

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In Witness Whereof Saskatchewan Water Corporation has caused its corporate seal to be affixed, as attested to by its duly authorized officer effective on the date first written above.

(seal)

Saskatchewan Water Corporation

Per: _____
Doug Matthies, President

In Witness Whereof CUSTOMER has caused its corporate seal to be affixed, as attested to by its duly authorized officer effective on the date first written above.

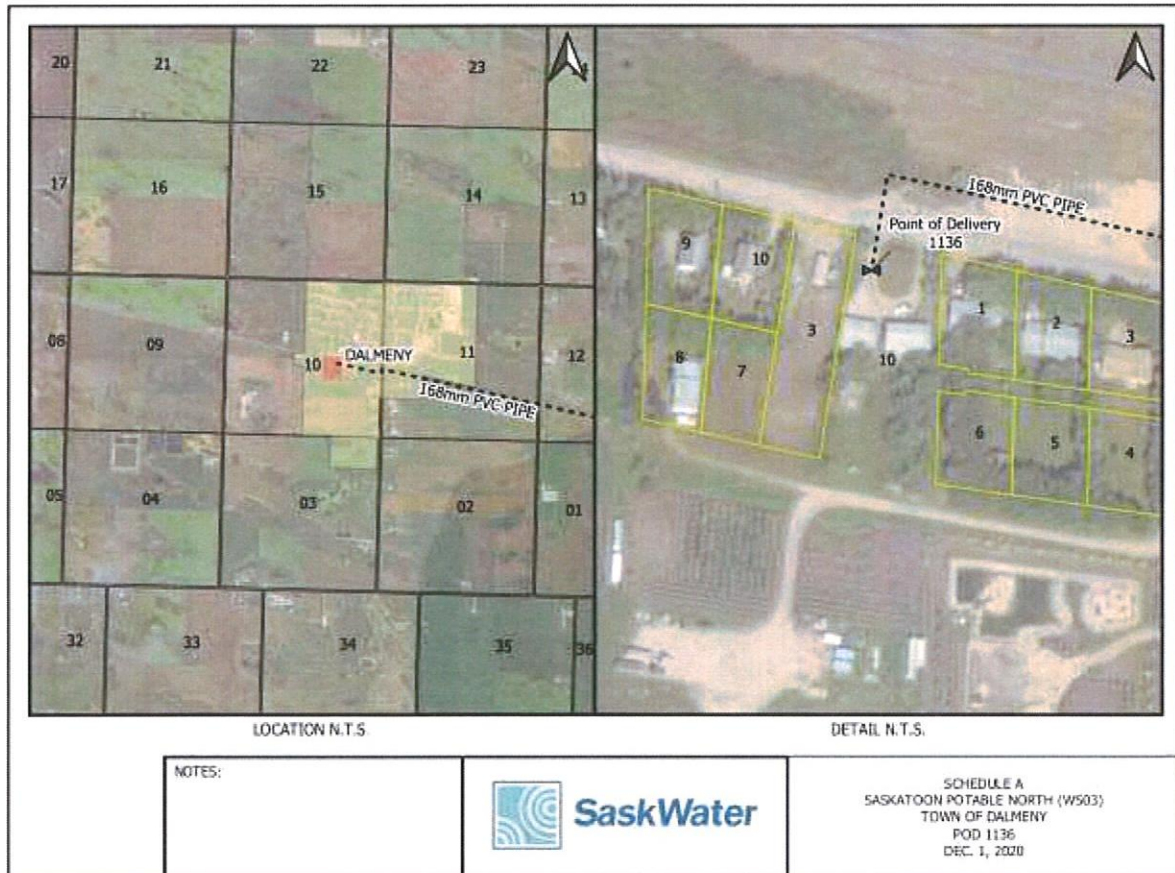


Customer
Original Signed by Mayor Jon Kroeker

Jon Kroeker, Mayor
Original Signed by CAO Jim Weninger

] _____
] _____
- _____

Schedule A: Points of Delivery



[Handwritten signature]

Schedule B: Water Supply Rates

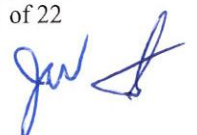
Rates apply as of the Effective Date of this Agreement.

Rate	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024
SWC's Rate/m ³	\$0.8909/m ³	\$0.9309/m ³	\$0.9709/m ³	\$1.0109/m ³



Schedule C: Volumes

Point of Delivery	Point of Delivery #	Legal Land Description	Maximum Daily Volume Cubic Metres (m ³ /day)	Maximum Flow Litres per Second (L/s)	Minimum Purchase Requirement (m ³ /month)
Dalmeny	1136	SE 10-39-06-W3M	655	7.58	4,137



Schedule D: Customer Inventory

This is a sample of the Customer Inventory to be submitted to SaskWater by October 31st of every year.

This table will need to be updated for ALL customers yearly.

Installation Date: Curb stop/ valve etc. installed, not in-service, service fee has been paid.

In-Service Date: Water is being delivered.

Installation Date (only needed for 2021)	In-Service Date	Land Location/Civic Address/ Meter ID Number	Meter Size

