



RM of Meadow Lake #588 Regular Meeting Minutes – May 10, 2019

Minutes of the Regular Council Meeting, of the RM of Meadow Lake #588 held in Council Chambers at Meadow Lake, Sask. on the 10th day of May, 2019.

**Present:**

Reeve – Timothy McKay

Councillors:

Div. 1 – Dale Sheppard

Div. 4 – Garry Ratke

Div. 2 – Russ Jones

Div. 5 – Blair Mysko

Div. 3 – Ron Johnson

Div. 6 – Ernie Schwartz

Chief Administrative Officer (CAO) – Gina Bernier

Attendees:

- RCMP – Tim Sartisan and Erin – 9:30 a.m.
- Darwin Schwartz, Manager of Public Works – 11:00 a.m.
  - o Adriane Ouellete, Shop Secretary
- Lenn Lennea, Sr., Road Consultant – 11:30 a.m.

The meeting was called to order by Reeve Timothy McKay at 9:00 a.m.

92/19

**Agenda**

SCHWARTZ

That the Agenda be adopted as presented and forming part of these minutes with the addition of:

- Grandstand Committee
  - Occupational Health and Safety
- Carried.

93/19

**Minutes – Regular Meeting**

JONES

That the minutes of the Regular Council meeting dated April 5, 2019 be approved as circulated.

Carried.



94/19

**Accounts**

MYSKO

That the List of Cheques be acknowledged as paid:

Cheque #26438 – 26461 - \$46,727.43

Cheque #29462 – 29475 - \$29,858.03

Cheque #29476 – 29495 - \$1,081,805.70

EFT – April 12/19 - \$23,580.62

Payroll – April 12/19 - \$26,645.67

Payroll – April 26/19 - \$28,283.33

Council – April 5/19 - \$10,121.80

Carried.

95/19

**Financial Statement**

RATKE

That the Statement of Receipts and Expenditures for the Month of April, 2019 be accepted as presented.

Carried.

96/19

**Public Hearing Minutes**

SHEPPARD

That the Minutes of the Public Hearing as held on April 8, 2019 be approved as circulated.

Carried.

97/19

**Bylaw #1/19 – 2<sup>nd</sup> Reading**

SCHWARTZ

That Bylaw #1/19 being a Bylaw to amend the Zoning Bylaw be read a second time at this meeting.

Carried.

98/19

**Bylaw #1/19 – 3<sup>rd</sup> Reading**

MYSKO

That Bylaw #1/19 being a Bylaw to amend the Zoning Bylaw be read a third time at this meeting.

Carried.



99/19

**Mowing Tender**

JOHNSON

That the Council for the RM of Meadow Lake #588 authorize the CAO to enter into a Mowing Contract with Excalibur Environmental Services for a total cost of \$64.20 per hectare for the 2019 Mowing Season; and

That the Council authorize the CAO and Reeve to enter into a 3 year mowing contract with Excalibur Environmental Services as follows:

2019 - \$64.50

2020 - \$65.00

2021 - \$68.50.

Carried.

100/19

**Road Consultant Contract**

SHEPPARD

That the Council for the RM of Meadow Lake authorize the CAO and Reeve to enter into an Agreement for Road Consultation with Lenn Lennea Sr.

Carried.

101/19

**Beaver Removal Contract**

SHEPPARD

That the Council for the RM of Meadow Lake authorize the CAO and Reeve to enter into an Agreement for Beaver Removal with Jason Toews.

Carried.

102/19

**Municipal Hail Withdrawl**

JONES

That the Council accept the Municipal Hail Withdrawls on the following properties:

1. NW-05-59-19-W3

2. SW-05-59-19-W3

3. NW-10-62-19-W3

4. NE-10-62-19-W3

Carried.

103/19

**Gravel Exploration**

MYSKO

That the RM of Meadow Lake #588 acknowledges the needs for extra assistance in the gravel exploration field; and

That the Council authorize the CAO to hire Mollard and Associates to assist the Road Consultant in the exploration for an approximate amount of \$11,000.00.

Carried.



104/19

**Road Transfer – SE-14-60-20-W3**

MYSKO

That the Council for the RM of Meadow Lake approved the road abandonment known as Road Plan No. 66B09658 Ext 1, Registered Plan No. 130353511, Land Description SE-14-60-20-W3. This proposed abandonment will not affect access of other property owners in the area, and no public utilities above or below the ground will be affected by transfers. The old road will be transferred back to the adjacent land owners, who are in agreement to the transfer.

Carried.

105/19

**Road Haul Agreement – RM 561**

MYSKO

WHEREAS the RM of Loon Lake #561 is requesting to haul aggregate from west of township road 611A-3211 and east 3 miles on township 611A to Highway 55 and then along the Township road 600-3203; and

That the amount of aggregate to be hauled will be approximately 25,000 tonnes;  
BE IT RESOLVED that the Council for the RM of Meadow Lake enter into an Agreement with the RM of Loon Lake as follows:

1. Manager of Public Works shall meet and take pictures of roads prior to haul;
2. Regular maintenance of the haul roads shall be completed by the RM of Loon Lake #561 during the haul;
3. Haul roads shall be returned back to the original state prior to the haul.

Carried.

106/19

**Trapping Cabin – Tax Reimbursement**

SHEPPARD

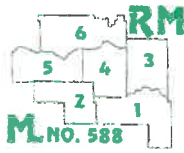
WHEREAS the Council for the RM of Meadow Lake #588 are not taxing the legitimate trappers trapping cabins; and

WHEREAS all trappers were exempted in 2018 except for Robert Labrash on the land location of NW-02-57-14-W3;

WHEREAS Mr. Labrash did pay these taxes in 2018;

THEREFORE BE IT RESOLVED that the CAO be authorized to reimburse Robert Labrash for the taxes paid in 2018 on the NW-02-57-14-W3 in the amount of \$510.61.

Carried.



107/19

**Grandstand Committee-Stampede Grounds**

JOHNSON

WHEREAS the Meadow Lake Grandstand Committee are currently attempting to retain the Stampede Grounds Grandstands at the current location within the City of Meadow Lake; and

WHEREAS there are a lot of individuals who attend the Stampede Grounds for recreation from the Rural and Urban areas, and some of the Urban individuals do not have access to transportation. This restricts the ability of these individuals to attend any functions if this facility was relocated to the Rural area;

THEREFORE BE IT RESOLVED that the RM of Meadow Lake Council are in favour of retaining the current Stampede Grounds to remain at the current location in the City of Meadow Lake.

Carried.

108/19

**In Camera Session – 10:00 a.m.**

RATKE

That the Council begin their In-Camera session to discuss:

- Human Relations
- Strategic Planning

Carried.

The Reeve called the meeting back to order at 12:00 noon

109/19

**OHS Representative**

RATKE

That the RM of Meadow Lake Council appoint the following persons as their representatives on the Occupational Health and Safety Committee:

- Manager of Public Works
- Chief Administrative Officer

And;

That the OHS Committee meeting shall be held at the Office of the Rural Municipality of Meadow Lake #588 located at 203 Highway 4 Northwest in Meadow Lake, Sask. to begin at 9:00 a.m. on meeting dates.

Carried.

110/19

**Adjournment – 12:01 p.m.**

MYSKO

That this meeting be adjourned.

Carried.

  
CHIEF ADMINISTRATIVE OFFICER

  
REEVE

Agenda  
RM of Meadow Lake #588  
May 10, 2019 – 8:00 a.m.

1. Call to order
2. Minutes
3. Accounts
4. Financial Statement
5. Interviews
  - a. RCMP – 9:30 a.m.
  - b. In-Camera – 11:00 a.m. – noon
6. Correspondence
7. Bylaws
  - a. Bylaw #1/19 – Zoning Bylaw Amendment Reading #2/3
8. Subdivisions/Developments
9. Other
  - a. Mowing Tender
  - b. Road Consultant Contract
  - c. Beaver Control Contract
  - d. Municipal Hail Withdrawals
  - e. Gravel Exploration Quote - Mollards
  - f. Set Bylaw Review Committee
  - g. Road Transfer – SE-14-60-20-W3
  - h. RM of Loon Lake #561 Gravel Haul Request
  - i. Robert Labrash – Trapping Cabin
  - j. Approach – CoOp/Highways
  - k. North Central Transportation Planning Committee
  - l. RCMP March Report
10. Adjournment

*Handwritten mark*

**RM of Meadow Lake #588**  
**Statement of Financial Activities - Summary**  
For the Period Ending April 30, 2019


	<u>Current</u>	<u>Year To Date</u>	<u>Budget</u>
<b>Revenues</b>			
Taxation	1,851.40	10,847.76	4,731,000.00
Fees and Charges	7,878.41	40,087.10	59,800.00
Maintenance and Development Charges		48,018.19	
Grants	2,697.48	152,582.58	737,200.00
Grants in Lieu of Taxes	3,625.00	3,692.41	18,600.00
Investment Income and Commissions	2,624.19	17,707.86	20,000.00
<b>Total Revenues:</b>	<b>18,676.48</b>	<b>272,935.90</b>	<b>5,566,600.00</b>
<b>Expenditures</b>			
General Government Services	38,436.22	243,481.68	684,800.00
Protective Services	4,270.00	99,562.56	220,600.00
Transportation Services	166,818.96	548,930.67	3,218,200.00
Environmental Health Services	6,952.48	7,962.29	77,500.00
Planning and Development Services	496.00	4,384.61	5,000.00
Recreation and Cultural Services		124,012.80	168,400.00
<b>Total Expenditures:</b>	<b>216,973.66</b>	<b>1,028,334.61</b>	<b>4,374,500.00</b>
<b>Change in Net Financial Assets</b>	<b>(198,297.18)</b>	<b>(755,398.71)</b>	<b>1,192,100.00</b>
<b>Operating Surplus/Deficit (Chg in Net Asst)</b>	<b>(198,297.18)</b>	<b>(755,398.71)</b>	<b>1,192,100.00</b>
Transfers			
<b>Account Balances</b>	<b>Current</b>	<b>Year to Date</b>	<b>Balance</b>
<b>Cash &amp; Investments</b>			
<b>Cash</b>			
Cash - On Hand - Petty Cash.	(144,316.76)	(1,950,484.95)	3,711,093.32
<b>Municipal</b>			
Municipal - Tax Receivable - Current	(35,215.07)	(312,151.63)	200,675.69
<b>Loans Payable</b>			
<b>Loans</b>			
Long Term Debt - General Government		(48,596.22)	1,128,275.73
<b>Change in General Surplus</b>	<b>(377,829.01)</b>	<b>(3,066,631.51)</b>	<b>5,041,144.74</b>

Certified correct and in accordance with the records

Presented to council on

May 10, 2019

  
Gina Bernier  
Chief Administrative Officer

  
Timothy McKay  
Reeve

## Road Consultant Contract

THIS CONTRACT made this 10 day of May, 2019

BETWEEN:

RM of Meadow Lake #588  
(herein referred to as the "RM")

AND:

Lenn Lennea Sr., know as Lennea Consulting  
(herein referred to as the "Consultant")

WHEREAS the RM has to meet numerous requirements with regards to Provincial and Federal standards in the RM's road building and drainage needs. And that the RM requires an individual who has the ability to design a road system and has knowledge of drainage for water ways and bridge works; and

WHEREAS the RM is desirous of engaging the Consultant to perform certain service in relation to consultant work for the purpose of road building, drainage systems and other programs that the Consultant may perform;




THEREFORE this Contract shall be as follows:

1. Duties and Obligation of Consultant
  - a. Work with the RM of Meadow Lake #588 in co-operation with the Reeve, Council, Manager of Public Works and CAO
  - b. Complete the drafting and designing of municipal roads for the Construction of the RM of Meadow Lake, except Government assisted road where required;
  - c. Proposing solutions to road failures for the RM of Meadow Lake that the RM requests assistance on;
  - d. Complete the drafting and designing of drainage requirements as per the RM's request;
  - e. Work with the Provincial and Federal agencies with respect to the drafting and designing of the municipal roads, bridges, culverts, and signage and apply for all approvals required with the various departments for the projects;
  - f. Oversee contracted bridge programs;
  - g. Oversee the construction of the Grant road application projects;
  - h. Other responsibilities that the RM and the Consultant agree upon in writing;
  - i. Consultant will cover all benefit payments such as CPP, EI, etc. for his company and himself;
  - j. Consultant will ensure that the company is in good standing with the Workers Compensation Board.
2. Duties and Obligations of the RM
  - a. Provide the Consultant with the construction maps for the roads to be constructed;
  - b. Provide an office space in the Municipal office located at #203 Highway 4 Northwest, Meadow Lake, Sask. and provide access to the consultant on the




- information that is required in the designing and drafting of the roads, culverts, bridges, etc.
- c. Work with the Consultant with regards to a minimum of a 5 year plan for road construction.
  - d. Liability Insurance will be paid for by the RM of Meadow Lake #588 for the duration of this contract through SARM.
3. Payment for Services Rendered by Consultant
- a. The RM shall pay to the Consultant for services rendered pursuant to the provisions of the contract, the sum of:
    - i. Indemnity for work performed set at a rate of \$50.00/hour plus GST.
    - ii. Mileage at a rate of \$0.70/km.
    - iii. Invoices will be paid upon receipt from the Consultant
4. Term of the Contract
- a. This Contract shall be in effect for a period commencing from January 1, 2020 and ending on December 31, 2022.
  - b. Either party may terminate the contract by giving the other party 90 days written notice giving reasonable cause.
5. General
- a. The Consultant shall not assign any part of the Contract
  - b. In the event of any injury or damages caused by or related to the services being carried out under this Contract, the Consultant shall, in addition to compliance with Provincial or Local regulations, submit to the RM within two days of its occurrence, a full and complete written report of the injury or accident, including the names of persons involved, the nature and character of the injury and/or property damage.

IN WITNESS WHEREOF the RM has caused to be affixed hereunto its corporate seal attested to by the hands of its proper officers in that behalf this 10 day of May, 2019.

SEAL  \_\_\_\_\_  
REEVE  
\_\_\_\_\_   
\_\_\_\_\_   
CAO

Signed, sealed and delivered  
In the Presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Consultant

## Beaver Trapping Contract

THIS CONTRACT made this <sup>th</sup> day of May 23, 2019

BETWEEN:

RM of Meadow Lake #588  
(herein referred to as the "RM")

OF THE FIRST PART

AND:

Jason Toews

(herein referred to as the "Trapper")

**WHEREAS THE** RM has an infestation of Beavers that are causing problems with the roads located within the RM: and

**WHEREAS THE** RM is desirous of engaging the services of an individual to trap and remove the beavers;

**NOW, THEREFORE, THIS** Contract WITNESSETH as follows:

### 1. DUTIES AND OBLIGATION OF THE TRAPPER

- a. Work with the RM of Meadow Lake #588 Manager of Public Works;
- b. Trap and remove the beavers in a safe manner;
- c. Continue to hold a valid trappers license for the Province of Saskatchewan and provide a copy of this license yearly;
- d. Hold a valid Workers Compensation number and provide a Clearance letter each year;
- e. Each Invoice shall be in accordance with Section 3 and with include:
  - i. Date
  - ii. Land location and Township/Range Road
  - iii. Number of beavers removed from each location;

### 2. DUTIES AND OBLIGATIONS OF THE RM

- a. Provide the Trapper with the information on the locations where the beavers are required to be trapped;

### 3. PAYMENT FOR SERVICES RENDERED BY TRAPPER

The RM shall pay to the Trapper for services rendered pursuant to the provisions of the contract, the sum of:

1. Fifty Dollars (\$50.00) per beaver plus GST;

### 4. TERM OF THE CONTRACT

This Contract shall be in effect for the period commencing January 1, 2019 and ending on December 31, 2021.

Either party may terminate the contract by giving the other party 90 days written notice. Termination must be justified in writing and giving reasonable cause.

**5. GENERAL**

- a. The Trapper shall not assign any part of the Contract;
- b. In the event of any injury or damages caused by or related to the services being carried out under this Contract, the Trapper shall, in addition to compliance with provincial or local regulations, submit to the RM within two (2) days of its occurrence, a full and complete written report of the injury or accident, including the names of persons involved, the nature and character of the injury and/or property damage.

**IN WITNESS WHEREOF** the RM has caused to be affixed hereunto its corporate seal attested by the hands of its proper officers in that behalf this 13<sup>th</sup> Day of April, 2015.



SEAL

  
\_\_\_\_\_

REEVE

  
\_\_\_\_\_

CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED AND DELIVERED

In the presence of:

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Trapper – Jason Toews



## MOWING CONTRACTOR AGREEMENT

THIS MOWING CONTRACTOR AGREEMENT (the “Agreement”) dated this 10<sup>th</sup> day of May, 2019.

BETWEEN:

RM of Meadow Lake #588  
Box 668  
Meadow Lake, Sask. S9X 1Y5  
306-236-5651  
rm588@sasktel.net  
(the “RM”)

-AND-

Excalibur Environmental Services  
Box 346  
Edgerton, Alberta T0B 1K0  
(780)842-9688  
excalibur.env@hotmail.com  
(the “Contractor”)

### A. BACKGROUND:

- a. The RM is of the opinion that the Contractor has the necessary qualifications, experience, abilities and equipment to provide the Mowing Contract Services for the RM.
- b. The Contractor is agreeable to providing such services to the RM on the terms and conditions set out in this Agreement.

### B. IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the RM and the Contractor agree as follows:

#### 1. Services Provided

- a. The RM hereby agrees to engage the Contractor to provide the RM with services consisting of:
  - i. Mowing of approximately 2000 hectares more or less (approximately 480 miles) as located within the RM of Meadow Lake.
  - ii. Trimming shall be completed around all sign posts, culverts, and bridges.
- b. The Contractor agrees to enter into this agreement to provide a safe and final service in the mowing contract.

#### 2. Term of Agreement

- a. This agreement shall run from the date of signing until such time as the mowing is complete and all roads have been completed and signed off as complete by the Manager of Public Works.
  - i. It is understood that the mowing will start on or after July 15 of each year.
  - ii. It is understood that the mowing must be completed on or before October 15 each year.

**3. Performance**

- a. The Contractor shall complete the mowing of the right of ways within the RM of Meadow Lake in a timely manner. Completion date shall be no later than October 15 each year.
- b. The RM shall provide the Contractor with a map of the areas in which the mowing shall be completed by the Contractor. As well, the RM shall note on the map the number of “passes” that the Contractor shall complete on each road and the Contractor shall complete the trimming on these roads also.

**4. Compensation**

- a. The RM shall pay in accordance with C.3
- b. Manager of Public Works for the RM of Meadow Lake #588 shall review the invoice prior to paying for compliance with the completion of the jobs.

**5. Indemnification**

- a. The Contractor shall indemnify and keep safe the RM of Meadow Lake #588 from any and all liability claims on behalf of the Contractor or any other claims by private or public entities against the contractor.

**6. Safety Procedures**

- a. The Contractor shall work in a safe manner ensuring the travelling public safety;
- b. The Contractor shall provide to the RM a letter of Clearance from Workers Compensation Board showing the RM that the Contractor is in good standings’
- c. The Contractor shall provide the RM with a letter of status with Sask. Finance with regards to the PST clearances.

**7. Penalties**

- a. A penalty of \$100.00 per hectare shall be charged for roads not completed.
- b. A penalty of \$100.00 per hectare shall be charged for roads not completed to the back slope of the ditches.

**8. Holdback**


- a. A holdback of 10% shall be taken from each invoice for the purpose of:
  - i. PST Compliance
  - ii. Workers Compensation Board Compliance
  - iii. Work completion compliance

**C. CONTINUANCE OF CONTRACT**

1. That the RM of Meadow Lake #588 is in agreement to continue this contract for a 3 year period beginning in 2019 and ending in 2021.
2. That Excalibur Environmental Services is in agreement to continue this contract for a 3 year period beginning in 2019 and ending in 2021.
3. That both parties agree that the amount of the contract will be as follows:
  - a. 2019 – \$62.40/hectare for completed mowing
  - b. 2020 - \$65.00/hectare for completed mowing
  - c. 2021 - \$68.50/hectare for completed mowing
- a. That both parties agree that either party may terminate the contract by giving the other party 90 days written notice giving reasonable cause.

IN WITNESS WHEREOF the Parties have duly affixed their signatures dated this 7 day of June 2019.

RM of Meadow Lake and Excalibur Environmental Services  
Mowing Agreement – 2019-2021

  
\_\_\_\_\_  
**REEVE**

  
\_\_\_\_\_  
**Contractor – Jeff Leskow**  
**Excalibur Environmental Services**

  
\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**

  
\_\_\_\_\_  
**Witness**