

## **RURAL MUNICIPALITY OF MILTON NO. 292**

Minutes of the regular meeting of the council of the Rural Municipality of Milton No. 292 held on Wednesday February 10<sup>th</sup>, 2016 commencing at 8:30 a.m. in the municipal council chambers in Marengo, Saskatchewan.

### **CALL TO ORDER**

Reeve David Bond called the meeting to order at 8:30 a.m. with the following council members in attendance:

**Division 1:** Trevor Martin

**Division 2:** James Loken

**Division 3:** Garry Warrington

**Division 5:** Lee Yeomans

**Division 6:** Barrie Slater

**Division 7:** Dave Chudyk

Division 4 councillor Murray Cowie was absent.

One guest attended.

### **AGENDA**

**2016-064 JAMES LOKEN** – That the agenda be adopted as presented.  
**CARRIED**

### **AMEND RESOLUTION 2015-052**

**2016-065 TREVOR MARTIN** – That we amend resolution 2016-052 by changing “April 6<sup>th</sup>, 2016” to “April 13<sup>th</sup>, 2016”.  
**CARRIED**

### **MINUTES**

**2016-066 TREVOR MARTIN** – That the minutes from the council meeting held on January 18<sup>th</sup>, 2016 be approved as amended.  
**CARRIED**

**8:33 a.m. to 8:40 a.m.** – Gerald Sonmor attended the meeting to discuss scraping of roads of ice, truck repairs, shop work, gravel hauling, radio installation, and removal of ice from intersections.

### **BOARD REPORTS**

**2016-067 DAVE CHUDYK** – That the following board reports be filed:  
Foreman Report  
Divisional Reports  
Kindersley Regional Airport  
Kindersley Regional Medical Arts Authority

Kindersley Library Board  
PCO Inspection Reports  
Meeting with Alsask Community Club

**CARRIED**

**INCOME AND EXPENSE STATEMENT**

**2016-068**     **LEE YEOMANS** – That the statement of income and expense for January be approved as presented.

**CARRIED**

**APPROVAL TO OPERATE WORKS SE 01-30-29W3**

**2016-069**     **JAMES LOKEN** – That we acknowledge the receipt of the Approval to Operate Works and the Water Rights License for the well located at SE 01-30-29W3.

**CARRIED**

**INSTALLATION OF TOTALIZING METER - SE 01-30-29W3**

**2016-070**     **JAMES LOKEN** - That we obtain quotes from Greene Farms Drilling and Anderson Pump House to install a totalizing meter at the well located at SE 01-30-29W3.

**CARRIED**

**OPERATOR'S WORKSHOP**

**2016-071**     **TREVOR MARTIN** – That Gerald Sonmor attend the Operator's Workshop - Safety Training Course Module 3 and 4 being held during the SARM Annual Convention in Regina on March 7<sup>th</sup>, 2016 from 9:00 a.m. to 4:00 p.m.

**CARRIED**

**KINDERSLEY LIBRARY BOARD**

**2016-072**     **LEE YEOMANS** – That we acknowledge the increase to the per capita rate from \$8.20 to \$8.44 and that an operating grant in the amount of \$2,633.00 be paid to the Kindersley Library Board for 2016.

**CARRIED**

**KINDERSLEY REGIONAL MEDICAL ARTS AUTHORITY**

**2016-073**     **LEE YEOMANS** – That we write a letter to the Kindersley Regional Medical Arts Authority agreeing to paying off the \$150,000 loan obtained from CIBC for the paving of the Medical Clinic parking lot and that the municipality will pay their share of the loan in the amount of \$16,666.00.

**CARRIED**



**CORRESPONDENCE**

**2015-074**     **BARRIE SLATER** – That having dealt with correspondence it be filed for future review.

**CARRIED**

**GRAVEL SPREADING TENDER ADVERTISEMENT**

**2016-075**     **JAMES LOKEN** – That we advertise for the loading, hauling and spreading of approximately 10,000 cubic yards of road gravel and heavy crush for 2016 from the municipality's two gravel stockpile locations in Marengo and Alsask; tenders to close March 15<sup>th</sup>, 2016 at 4:00 p.m.

**CARRIED**

**CB RADIO INSTALLATION**

**2016-076**     **TREVOR MARTIN** – That we install CB radios in any of the current equipment that does not have a radio, including all work trucks, and that all future equipment have radios installed.

**CARRIED**

**PURCHASE ZERO-TURN MOWER**

**2016-077**     **DAVE CHUDYK** – That we purchase a new John Deere 950M 72 inch zero-turn mower from JayDee AgTech in Kindersley in the amount of \$11,990.00 plus taxes.

**CARRIED**

**PURCHASE TRUCK**

**2016-078**     **TREVOR MARTIN** – That we purchase a new Dodge Ram 2500 ST Crew Cab 4X4 with a 6 foot 4 inch box for \$37,600 plus taxes and fees from Energy Dodge.

**CARRIED**

**HIRE SEASONAL GRADER OPERATOR**

**2016-079**     **TREVOR MARTIN** – That we hire Cornelius Wiebe as a seasonal grader operator on the following terms:

Wage to be \$27.00/hour;

Holiday pay paid at the rate of 3/52;

Short term disability, Health and Dental Level 2 coverage paid by the municipality;

Long-term disability paid by the employee and refunded via wage; Mr. Wiebe to sign a terms of employment letter.

**CARRIED**

**HIRE SEASONAL SCRAPER OPERATOR**

- 2016-080**     **BARRIE SLATER** – That we hire Benjamin Prince as a seasonal scraper operator on the following terms:  
                     Wage to be \$29.00/hour;  
                     Holiday pay paid at the rate of 3/52;  
                     Short term disability, Health and Dental Level 2 coverage paid by the municipality;  
                     Long-term disability paid by the employee and refunded via wage;  
                     Mr. Prince to sign a terms of employment letter.

**CARRIED****IN CAMERA SESSION**

- 2016-081**     **JAMES LOKEN** – That we enter an in camera session at 10:12 a.m. to discuss employee matters.

**CARRIED**

*10:12 a.m. – One guest left the board meeting*

**OUT OF CAMERA**

- 2016-082**     **TREVOR MARTIN** – That we conclude the in camera session at 10:49 a.m. and the regular meeting of council resume.

**CARRIED**

*10:49 a.m. – One guest returned to the board meeting*

**CROSSING AGREEMENTS - POWER, TELECOMMUNICATIONS AND WATER**

- 2016-083**     **LEE YEOMANS** – That the following crossing agreements for power lines, telecommunication lines and water lines within 45 metres of a municipal road allowance, attached hereto and forming part of these minutes be approved with an effective date of February 10<sup>th</sup>, 2016.

**CARRIED****SPRING ROAD BANS**

- 2016-084**     **GARRY WARRINGTON** – That we opt out of the Ministry of Highways and Infrastructure spring road ban program.

**CARRIED**

*10:52 a.m. - David Bond declared a conflict of interest as he is currently leasing crown land that will be reviewed by the municipality. David Bond left the board room.*

*10:52 a.m. - Deputy Reeve Barrie Slater assumed the duties of Reeve while David Bond was away from the board room.*

**CROWN LAND SALE**

**2016-085**     **LEE YEOMANS** – That we agree to the sale of the following crown lands within the municipality:

SE 6-28-28W3	NW 11-30-28W3
SW 6-28-28W3	SE 11-30-28W3
SW 32-28-28W3	SW 11-30-28W3
Pt. NW 2-30-28W3	SE 8-30-28W3
Pt. SE 3-30-28W3	NW 13-30-29W3
Pt. NE 11-30-28W3	

**CARRIED**

*10:54 a.m. - David Bond returned to the board room and resumed the duties of Reeve.*

**SARM ANNUAL CONVENTION - REGINA**

**2016-086**     **LEE YEOMANS** – That James Loken and Trevor Martin be appointed as our voting delegates for the SARM Annual Convention to be held in Regina on March 7<sup>th</sup>-10<sup>th</sup>, 2016.

**CARRIED****SMHI ANNUAL MEETING**

**2016-087**     **LEE YEOMANS** – That James Loken be appointed as our voting delegate for the SMHI Annual Meeting to be held in Regina on March 8<sup>th</sup>, 2016.

**CARRIED****RESERVE ACCOUNT FOR BUILDING DEMOLITION AND CLEANUP**

**2016-088**     **TREVOR MARTIN** – That we create a new reserve account for the demolition and clean up of buildings in the municipality and that we transfer \$100,000 into the reserve.

**CARRIED****TRANSFER FUNDS FROM ROYAL BANK OF CANADA TO SCOTIA BANK ACCOUNT**

**2016-089**     **JAMES LOKEN** – That we transfer three hundred and twenty thousand (\$320,000) from the municipality's RBC account to the municipality's chequing account with Scotia Bank.

**CARRIED****IN CAMERA SESSION**

**2016-090**     **TREVOR MARTIN** – That we enter an in camera session at 11:08 a.m. to discuss the upcoming proceedings in the matter of Boisvert & Cowie v. Rural Municipality of Milton No. 292.

**CARRIED**

*11:08 a.m. - One guest left the board room.*

**BOISVERT & COWIE V. RURAL MUNICIPALITY OF MILTON NO. 292**

**2016-091**     **DAVE CHUDYK** – That we appoint Lee Yeomans as the municipality's representative for the oral questioning to be performed at a later date.

**CARRIED**

**OUT OF CAMERA**

**2016-092**     **GARRY WARRINGTON** – That we conclude the in camera session at 11:10 a.m. and the regular meeting of council resume.

**CARRIED**

*11:11 a.m. - One guest returned to the board room.*

**COMMUNITY PLANNING COMMITTEE**

**2016-093**     **GARRY WARRINGTON** – That James Loken be appointed to the Community Planning Committee.

**CARRIED**

**LIABILITY INSURANCE**

**2016-094**     **LEE YEOMANS** – That we increase our liability insurance coverage from 2 million liability to 3 million liability; an increase of \$242.00 per year in premiums.

**CARRIED**

**ALSASK COMMUNITY CLUB - LEASE FOR ALSASK GOPHER DIP POOL**

**2016-095**     **DAVE CHUDYK** – That the municipality take over the operations and maintenance of the Alsask Gopher Dip Pool effective March 1<sup>st</sup>, 2016; and that we instruct the administrator to draft a new lease agreement between the municipality and the Alsask Community Club for the operations and maintenance of the Alsask Recreation Centre to be reviewed at the next meeting of council on March 16<sup>th</sup> 2016.

**CARRIED**

**INVOICE 30329 - LUK PLUMBING, HEATING & ELECTRIC LTD.**

**2016-096**     **DAVE CHUDYK** – That we pay invoice 30329 submitted by LUK Plumbing, Heating & Electric Ltd. in the amount of \$1,102.03 for the repair of the boiler at the Alsask Gopher Dip Pool.

**CARRIED**

**ALSASK COMMUNITY CLUB CORN MAZE**

**2016-097**     **DAVE CHUDYK** – That we allow the Alsask Community Club to establish a corn maze on the west side of the former Alsask Base; the Alsask Community Club to be responsible for all costs and maintenance.

**CARRIED**

**EAVESTROUGH AT ALSASK WATER TREATMENT PLANT**

**2016-098**     **DAVE CHUDYK** – That we install eavestrough and downspouts on the east side of the Alsask Water Treatment Plant.

**CARRIED**

**ALSASK WATER METER AND READER REPAIRS AND INSTALLATION**

**2016-099**     **DAVE CHUDYK** – That we contract Kee Sheet Metal to repair or replace any faulty meters and to repair or replace any faulty outside readers including the wiring in the former Village of Alsask; administrator to notify residents that if any damage is determined to be caused beyond normal wear and tear that the owner of each property will be responsible for the costs of the repair or replacement and per Bylaw 2016-03; any residences that receive water service will also be scheduled to have a water meter and outside reader installed at their property.

**CARRIED**

**RECESS FOR LUNCH**

**2016-100**     **JAMES LOKEN** – That we recess for lunch at 12:05 p.m. During the recess break, the council will travel to the Alsask Gopher Dip Pool to look at the work that needs to be completed in the pool.

**CARRIED**

Reeve David Bond called the meeting back to order at 1:55 p.m.

*1:55 p.m. - One guest did not return to the board room.*

**ALSASK GOPHER DIP POOL RENOVATION TENDER**

The following sealed tenders were received for the Alsask Gopher Dip Pool Renovations; Administrator Robin Busby opened the tenders during the council proceedings:

StoneCutter Tile	\$32,300.00
"On the Wall" Exteriors	\$58,261.31
Awesome Transformers	\$310.00/day plus materials plus 15% (Tender received by email)

**2016-101 JAMES LOKEN** – That we accept the tender from StoneCutter Tile in the amount of \$32,300 for the Alsask Gopher Dip Pool Renovations. Work to be completed in two phases; Phase 1 completion date of March 31<sup>st</sup>, 2016; Phase 2 completion date of March 31<sup>st</sup>, 2017.

**CARRIED**

**REPLACE WEST DOOR AT ALSASK POOL**

**2016-102 GARRY WARRINGTON** – That we contract Provost Glass & Door to replace the door and jamb on the west side of the pool for a cost of \$2,336.35 plus taxes.

**CARRIED**

**ACCOUNTS**

**2016-103 LEE YEOMANS** – That the following accounts be approved for payment:

EFT	SONMOR, Gerald C.	Wages, January 16-29, 2016	2,030.66
EFT	CHACHULA, Lawrence S.	Wages, January 16-29, 2016	1,372.85
EFT	Sask Tel	Cell phones	287.40
EFT	Sask Tel	Alsask WTP	53.39
EFT	Sask Tel	RM Shop	64.39
EFT	Sask Tel	Alsask Springs	170.66
EFT	Sask Tel	Municipal Office	187.47
9069	Alsask Red Lion	Diesel Fuel	79.09
9070	Bernie's Overhead Door	Alsask Shop	4,429.30
9071	Desjardins Card Services	Filters for John Deere tractors	585.94
9072	Receiver General for Canada	January 2016 Remittance	3,497.02
9073	R.M. of Antelope Park No. 322	January 2016 Admin Salaries	8,585.15
9074	MEPP	January 2016 Remittance	1,697.04
9075	Joanne Mulatz	WTP Relief - Jan 2016	320.00
9076	Waste Management of Canada Corporation	Garbage bins less tipping	87.83
9077	CANCELLED		
9078	Kindersley District Music Festival	2016 Donation	100.00
9079	AMEC Foster Wheeler	Engineering NE 11-29-28-3	313.27
9080	Bee-J's Office Plus	Monitor and office supplies	1,377.12
9081	Bumper to Bumper	Shop supplies	189.79
9082	Enviroway Detergent Mfg. Inc.	WTP Chemicals	803.40
9083	Gordon Chilliak	WTP Contract	1,625.00
9084	Heather Warrington	Animal tags	60.94
9085	Heritage Manor Auxiliary	2016 Donation	500.00
9086	Hill Acme Machine Ltd.	Tow strap and hardware	954.33
9087	It Happens Septic Service	Maintenance - municipal office	157.50
9088	Jamac Publishing Ltd.	Advertising, Alsask Pool reno tender	533.17
9089	Kattlac Enterprises Inc.	Gravel	67,378.87
9090	Kerrobert & District Ag. Society	2016 Donation	100.00
9091	Kindersley and District Plains Museum	2016 Donation	500.00



9092	Kindersley Animal Welfare Society	2016 Donation	100.00
9093	Kindersley & District Co-op Ltd.	Fuel and lock set	1,097.79
9094	Larry Mann	PCO Contract	1,312.50
9095	Luk Plumbing & Heating Ltd.	Convert WTP boiler; Repair pool boiler	4,143.88
9096	Minister of Finance, SK Health	Water samples	84.00
9097	ON THE WALL Exteriors	Repair window frame in Administrator office	280.60
9098	Ronald McDonald House	2016 Donation	500.00
9099	Royal Canadian Legion Flaxcombe	2016 Donation	500.00
9100	Royal Bank VISA (Admin)	Office supplies and software	133.67
9101	Royal Bank Visa (Reeve)	Committee lunch	37.60
9102	SAMA	2016 Municipal Assessment	11,178.00
9103	SARM	Supplies, legal and insurance premiums	19,482.45
9104	SARM	STARS 2016 Donation	1,000.00
9105	Saskatchewan 4-H Foundation	2016 Donation	200.00
9106	Saskatchewan Crime Stoppers	2016 Donation	200.00
9107	St. Augustine Catholic Church Building Fund	Memorial donation - Ed Prediger	50.00
9108	Triod Supply	Blades	10,010.00
9109	Trista Clow	Janitorial Contract	370.00
9110	Village of Marengo P.O.	Postage	189.00
9111	West Central Crisis & Family Support Centre	2016 Donation	500.00
9112	West Central Mun. Gov't Committee	2016 Membership	124.80
9113	Westcliffe Composite School	2016 Awards donation	100.00
9114	David Bond	Reeve indemnity and mileage - Feb 2016	525.70
9115	Trevor Martin	Councillor indemnity and mileage - Feb 2016	266.90
9116	James Loken	Councillor indemnity and mileage - Feb 2016	507.80
9117	Garry Warrington	Councillor indemnity and mileage - Feb 2016	264.95
9118	Lee Yeomans	Councillor indemnity and mileage - Feb 2016	667.00
9119	Barrie Slater	Councillor indemnity and mileage - Feb 2016	631.00
9120	Receiver General re: Dave Chudyk	Councillor indemnity and mileage - Feb 2016	282.50

**CARRIED**

**ADJOURN**

**2016-104      DAVE CHUDYK** – That this meeting now adjourn at 2:32 p.m.

**CARRIED**

Reeve

Administrator

**Wednesday March 16<sup>th</sup>, 2016 - Next regular meeting of council**

**Wednesday April 13<sup>th</sup>, 2016 - Spring Ratepayer's Supper - 6:00 p.m. - Alsask Lion's Hall**

## CROSSING AGREEMENT - POWERLINE WITHIN 45 METERS OF A MUNICIPAL ROAD

Date of Application: \_\_\_\_\_  
YOUR FILE # \_\_\_\_\_

*SURVEY PLAN MUST BE ATTACHED*  
LSD \_\_\_ Sec \_\_\_ Twp \_\_\_ Rge \_\_\_ W3

Applicant's Name & Address

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Powerline Owner's Name & Address:

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Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Applicant and Powerline Owner agree to the following:**

1. The powerline shall be constructed across the municipality's road allowance subject to all conditions as stipulated in this agreement, unless otherwise agreed to by the municipality.
2. The applicant or the powerline owner shall not commence any work whatsoever in the crossing area prior to submitting a request and survey plan to the municipality and obtaining written approval of the plan.
3. The owner shall give to the Administrator of the municipality responsible for the roadway to be affected by any work, 48 hours notice of the owner's intention to construct, remove, repair, or maintain the powerline (herein collectively referred to as "powerline work"). In an emergency, powerline work may be commenced without notice but notice shall be given as soon as is reasonably possible.

4. In the event the roadway surface settles or otherwise requires repair due to powerline work, the owner shall repair the roadway within 48 hours of becoming aware of the need for repair. If the municipality performs the repair, the costs of repair shall be paid to the municipality by the owner:

- (a) if the municipality has given notice to the owner of the need for repair and the owner has not repaired the roadway within 48 hours of being notified; or
- (b) if immediate repair is necessary and the municipality gives notice to the owner as soon as is reasonably possible.

Where the municipality repairs the roadway, it shall use reasonable care to prevent any damage to the powerline or risk of personal injury. The municipality shall close the roadway if appropriate. Any period of time of 48 hours in this Schedule shall not include time of Saturdays, Sundays, or statutory holidays.

5. The owner shall install the powerline by a boring method across all roadways unless permission to use another method is granted by the municipality.
6. The owner shall supply and maintain suitable identification signs at the intersection of each public highway, right-of-way and powerline crossing. The signs shall be placed at each limit of the right-of-way and 60 cm north and/or west of the powerline centre line. The signs shall indicate the following:

Name of Owner  
Warning Notice  
Commodity being transported

7. The owner shall provide traffic accommodation so as to ensure the safe passage of traffic while powerline work is being performed.
8. The owner shall restore the surface of the right-of-way as nearly as possible to its condition prior to the installation and re-establish native grasses.
9. All line installed under road allowances must be able to withstand crossing of construction equipment using the roadway.
10. The powerline shall cross the public highway right-of-way at an angle as close to 90 degrees as is practical, but in any event, shall not cross the right-of-way at an angle of less than 45 degrees, unless specifically authorized by the Minister.
11. The top of the powerline shall be not less than 3.65 metres (12 feet) below the roadway and ditch surfaces for at least 45 metres from the centre of the road. The application shall fully explain the reason for being unable to install the powerline at the minimum depth.
12. The owner is liable for any costs associated with line locating and exposing where road construction occurs within the municipal right of way.
13. If the powerline is installed in accordance with the conditions of this consent and any conditions imposed by the municipality, the municipality shall pay the cost of lowering or moving the powerline required by the municipality. If the lowering or moving of the powerline is required because the powerline was not installed in accordance with the conditions of this consent and the conditions imposed by the municipality, the owner shall pay the cost of the lowering or moving of the powerline. If the owner and the municipality cannot agree which party should bear the cost, the matter may be referred to the Minister for a decision.
14. Noncompliance by the powerline owner of any of the conditions contained in this consent shall be sufficient basis for the cancellation of this consent.
15. The owner must comply with all laws governing the powerline.
16. The owner covenants and agrees to maintain its powerline in good order and condition and carry out all necessary repairs to the powerline.
17. The municipality shall have the right to enter upon the crossing area to carry out repairs, construct or re-construct its road. The municipality shall give at least 10 days written notice to the owner of its intent to construct or re-construct the road.
18. The owner shall save harmless and keep indemnified the Rural Municipality of Milton No. 292, its employees, agents contractors, successors, Government of Saskatchewan, the Minister of Saskatchewan Highways and Infrastructure and all employees and agents of the Government and the Minister from any and all actions, causes of action, claims and demands for, upon and by reason of death or injury to person or loss or damage to property which may be sustained in consequence of the construction of the powerline or its existence as permitted by this consent.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant and/or Powerline Owner

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## P E R M I T

**Permission is granted by the Rural Municipality of Milton No. 292 Administrator under municipality's policy to authorize powerline right of way within 45 metres of a municipal road, providing the above mentioned specifications are followed:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Busby, Administrator

## CROSSING AGREEMENT - TELECOMMUNICATIONS WITHIN 45 METERS OF A MUNICIPAL ROAD

Date of Application: \_\_\_\_\_  
YOUR FILE # \_\_\_\_\_

*SURVEY PLAN MUST BE ATTACHED*  
LSD \_\_\_ Sec \_\_\_ Twp \_\_\_ Rge \_\_\_ W3

Applicant's Name & Address

Telecommunication Owner's Name &  
Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### **Applicant and Telecommunication Owner agree to the following:**

1. The telecommunication line shall be constructed across the municipality's road allowance subject to all conditions as stipulated in this agreement, unless otherwise agreed to by the municipality.
2. The applicant or the telecommunication line owner shall not commence any work whatsoever in the crossing area prior to submitting a request and survey plan to the municipality and obtaining written approval of the plan.
3. The owner shall give to the Administrator of the municipality responsible for the roadway to be affected by any work, 48 hours notice of the owner's intention to construct, remove, repair, or maintain the telecommunication line (herein collectively referred to as "telecommunication line work"). In an emergency, telecommunication line work may be commenced without notice but notice shall be given as soon as is reasonably possible.
4. In the event the roadway surface settles or otherwise requires repair due to telecommunication line work, the owner shall repair the roadway within 48 hours of becoming aware of the need for repair. If the municipality performs the repair, the costs of repair shall be paid to the municipality by the owner:
  - (a) if the municipality has given notice to the owner of the need for repair and the owner has not repaired the roadway within 48 hours of being notified; or
  - (b) if immediate repair is necessary and the municipality gives notice to the owner as soon as is reasonably possible.

Where the municipality repairs the roadway, it shall use reasonable care to prevent any damage to the telecommunication line or risk of personal injury. The municipality shall close the roadway if appropriate. Any period of time of 48 hours in this Schedule shall not include time of Saturdays, Sundays, or statutory holidays.
5. The owner shall install the telecommunication line by a boring method across all roadways unless permission to use another method is granted by the municipality.
6. The owner shall supply and maintain suitable identification signs at the intersection of each public highway, right-of-way and telecommunication line crossing. The signs shall be placed at each limit of the right-of-way and 60 cm north and/or west of the telecommunication line centre line. The signs shall indicate the following:
  - Name of Owner
  - Warning Notice
  - Commodity being transported

7. The owner shall provide traffic accommodation so as to ensure the safe passage of traffic while telecommunication line work is being performed.
8. The owner shall restore the surface of the right-of-way as nearly as possible to its condition prior to the installation and re-establish native grasses.
9. All line installed under road allowances must be able to withstand crossing of construction equipment using the roadway.
10. The telecommunication line shall cross the public highway right-of-way at an angle as close to 90 degrees as is practical, but in any event, shall not cross the right-of-way at an angle of less than 45 degrees, unless specifically authorized by the Minister.
11. The top of the telecommunication line shall be not less than 3.65 metres (12 feet) below the roadway and ditch surfaces for at least 45 metres from the centre of the road. The application shall fully explain the reason for being unable to install the telecommunication line at the minimum depth.
12. The owner is liable for any costs associated with line locating and exposing where road construction occurs within the municipal right of way.
13. If the telecommunication line is installed in accordance with the conditions of this consent and any conditions imposed by the municipality, the municipality shall pay the cost of lowering or moving the telecommunication line required by the municipality. If the lowering or moving of the telecommunication line is required because the telecommunication line was not installed in accordance with the conditions of this consent and the conditions imposed by the municipality, the owner shall pay the cost of the lowering or moving of the telecommunication line. If the owner and the municipality cannot agree which party should bear the cost, the matter may be referred to the Minister for a decision.
14. Noncompliance by the telecommunication line owner of any of the conditions contained in this consent shall be sufficient basis for the cancellation of this consent.
15. The owner must comply with all laws governing the telecommunication line.
16. The owner covenants and agrees to maintain its telecommunication line in good order and condition and carry out all necessary repairs to the telecommunication line.
17. The municipality shall have the right to enter upon the crossing area to carry out repairs, construct or re-construct its road. The municipality shall give at least 10 days written notice to the owner of its intent to construct or re-construct the road.
18. The owner shall save harmless and keep indemnified the Rural Municipality of Milton No. 292, its employees, agents, contractors, successors, the Government of Saskatchewan, the Minister of Saskatchewan Highways and Infrastructure and all employees and agents of the Government and the Minister from any and all actions, causes of action, claims and demands for, upon and by reason of death or injury to person or loss or damage to property which may be sustained in consequence of the construction of the telecommunication line or its existence as permitted by this consent.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant and/or  
Telecommunication Owner

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## P E R M I T

**Permission is granted by the Rural Municipality of Milton No. 292 Administrator under municipality's policy to authorize telecommunication line right of way within 45 metres of a municipal road, providing the above mentioned specifications are followed:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Busby, Administrator

## CROSSING AGREEMENT - WATER LINE WITHIN 45 METERS OF A MUNICIPAL ROAD

Date of Application: \_\_\_\_\_  
YOUR FILE # \_\_\_\_\_

*SURVEY PLAN MUST BE ATTACHED*  
LSD \_\_\_ Sec \_\_\_ Twp \_\_\_ Rge \_\_\_ W3

Applicant's Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Water Line Owner's Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### **Applicant and Water Line Owner agree to the following:**

1. The water line shall be constructed across the municipality's road allowance subject to all conditions as stipulated in this agreement, unless otherwise agreed to by the municipality.
2. The applicant or the water line owner shall not commence any work whatsoever in the crossing area prior to submitting a request and survey plan to the municipality and obtaining written approval of the plan.
3. The owner shall give to the Administrator of the municipality responsible for the roadway to be affected by any work, 48 hours notice of the owner's intention to construct, remove, repair, or maintain the water line (herein collectively referred to as "water line work"). In an emergency, water line work may be commenced without notice but notice shall be given as soon as is reasonably possible.
4. In the event the roadway surface settles or otherwise requires repair due to water line work, the owner shall repair the roadway within 48 hours of becoming aware of the need for repair. If the municipality performs the repair, the costs of repair shall be paid to the municipality by the owner:
  - (a) if the municipality has given notice to the owner of the need for repair and the owner has not repaired the roadway within 48 hours of being notified; or
  - (b) if immediate repair is necessary and the municipality gives notice to the owner as soon as is reasonably possible.

Where the municipality repairs the roadway, it shall use reasonable care to prevent any damage to the water line or risk of personal injury. The municipality shall close the roadway if appropriate.  
Any period of time of 48 hours in this Schedule shall not include time of Saturdays, Sundays, or statutory holidays.

5. The owner shall install the water line by a boring method across all roadways unless permission to use another method is granted by the municipality.
6. The owner shall supply and maintain suitable identification signs at the intersection of each public highway, right-of-way and water line crossing. The signs shall be placed at each limit of the right-of-way and 60 cm north and/or west of the water line centre line. The signs shall indicate the following:
  - Name of Owner
  - Warning Notice
  - Commodity being transported

7. The owner shall provide traffic accommodation so as to ensure the safe passage of traffic while water line work is being performed.
8. The owner shall restore the surface of the right-of-way as nearly as possible to its condition prior to the installation and re-establish native grasses.
9. All pipe installed under road allowances must be able to withstand crossing of construction equipment using the roadway.
10. The water line shall cross the public highway right-of-way at an angle as close to 90 degrees as is practical, but in any event, shall not cross the right-of-way at an angle of less than 45 degrees, unless specifically authorized by the Minister.
11. The top of the water line shall be not less than 3.65 metres (12 feet) below the roadway and ditch surfaces for at least 45 metres from the centre of the road. The application shall fully explain the reason for being unable to install the water line at the minimum depth.
12. The owner is liable for any costs associated with line locating and exposing where road construction occurs within the municipal right of way.
13. If the water line is installed in accordance with the conditions of this consent and any conditions imposed by the municipality, the municipality shall pay the cost of lowering or moving the water line required by the municipality. If the lowering or moving of the water line is required because the water line was not installed in accordance with the conditions of this consent and the conditions imposed by the municipality, the owner shall pay the cost of the lowering or moving of the water line. If the owner and the municipality cannot agree which party should bear the cost, the matter may be referred to the Minister for a decision.
14. Noncompliance by the water line owner of any of the conditions contained in this consent shall be sufficient basis for the cancellation of this consent.
15. The owner must comply with all laws governing the water line and the transportation of material in the water line.
16. The owner covenants and agrees to maintain its water line in good order and condition and carry out all necessary repairs to the water line.
17. The municipality shall have the right to enter upon the crossing area to carry out repairs, construct or re-construct its road. The municipality shall give at least 10 days written notice to the owner of its intent to construct or re-construct the road.
18. The owner shall save harmless and keep indemnified the Rural Municipality of Milton No. 292, its employees, agents, contractors, successors, the Government of Saskatchewan, the Minister of Saskatchewan Highways and Infrastructure and all employees and agents of the Government and the Minister from any and all actions, causes of action, claims and demands for, upon and by reason of death or injury to person or loss or damage to property which may be sustained in consequence of the construction of the water line or its existence as permitted by this consent.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant and/or Water Line  
Owner

.....

## P E R M I T

Permission is granted by the Rural Municipality of Milton No. 292 Administrator under municipality's policy to authorize water line right of way within 45 metres of a municipal road, providing the above mentioned specifications are followed:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Busby, Administrator

**R.M. of Milton No. 292**  
**Agenda –Wednesday February 10<sup>th</sup>, 2016 at 8:30 a.m.**

**8:45 a.m. – Gerald Sonmor**

1. Call to Order
2. Adopt Agenda
3. Minutes
  - Amend resolution 2016-052 - Spring Ratepayer's Supper
4. Reports
  - Foreman Report
  - Divisional Reports
  - Kindersley Regional Airport
  - Kindersley & District Plains Museum
  - Kindersley Vet Board
  - Kindersley Medical Arts
  - West Central Municipal Government Committee
  - Kindersley Library Board
  - PCO Inspection Reports
  - Meeting with Alsask Community Club
5. Administrators reports - Financial Report - Income and Expense for January
6. Correspondence (page 3)
7. Gravel Spreading Tender (screen)
8. Install radios in scraper, gravel truck and tractors
9. Quotes for zero-turn mowers (copy)
10. Quote for rock bucket
11. Quotes for 4X4 truck
12. Used oil containment system
13. Hiring of Grader Operator
14. Hiring of Scraper Operator
15. 2016 outside worker organization (screen)
16. Full time outside worker position discussion
17. Crossing Agreements (screen)
18. Spring Road Bans



19. Applications to Purchase Agricultural Lease Land
  - SE 6-28-28W3      NW 11-30-28W3
  - SW 6-28-28W3      SE 11-30-28W3
  - Pt NW 2-30-28W3   SW 11-30-28W3
  - Pt SE 3-30-28W3    SE 8-30-28W3
  - Pt NE 11-30-28W3   NW 13-30-29W3
  - SW 32-28-28W3
20. 2016 SARM Annual Convention Voting Delegates
21. SMHI Annual Meeting Voting Delegates
22. Transfer to reserves?
23. Transfer of funds from RBC to Scotia Bank
24. Appoint representative Boisvert & Cowie V R.M. of Milton No. 292
25. Community Planning Committee Meeting - February 11 at 8:30 a.m.
26. Liability Insurance Information
27. Alsask Items
  - Alsask Pool Renovation Tenders
  - Alsask Community Club Lease for Pool and Recreation Centre
  - Alsask Pool - Estimated Budget for 2016
  - Alsask Pool - Invoice 30329 from Luk Plumbing - Repair of pool boiler
  - Alsask Pool - Estimate to replace west door of pool
  - Alsask Community Club Grant amount for 2016
  - Corn maze
  - Inert landfill information
  - Eaves trough installation at Alsask WTP
  - Water meter issues to be repaired
  - Cheque# 8088
  - Sewer line under rail tracks to lagoon
28. Date of next meeting – March 16<sup>th</sup>, 2016
29. Other
  - 
  - 
  -
30. Accounts
31. Adjourn

## RM of Milton Correspondence February 10<sup>th</sup>, 2016

### SRC Analytical

- Alsask water samples analysis all printed below:

Date	Free Chlorine	Total Chlorine	Turbidity
13-Jan-2016	0.50	0.66	0.18
19-Jan-2016	0.18	0.43	0.29
26-Jan-2016	0.74	0.83	0.10
02-Feb-2016	0.63	0.94	0.13

(acceptable results: Free Chlorine >.1, Turbidity <.30, Total Chlorine any amount)

Trihalomethane Quarterly Test 49.9 ug/l Sask guideline <100

### Water Security Agency

- Approval to Operate Works and Water Rights License SE 01-30-29W3

### SARM

- SARM Update – January 2016 (copy)
- News Release - Federal Priorities for Rural Saskatchewan
- News Release - 2016-17 Provincial Budget
- Civic Addressing Update
- Resolution Deadline for 2016 Annual Convention - February 14<sup>th</sup>, 2016
- Operator's Workshop at March Convention

### Agricultural Producers Association of Saskatchewan

- APAS in Action - February 2016

### Kindersley Library Board

- 2015 Year in Review - increase in grant amount (2016 - \$2,633 2015 - \$2,558)

### Kindersley Regional Medical Arts Authority

- Pay off paving loan in 2 years

### Saskatchewan Municipal Hail Insurance

- 2015 Losses
- 2015 SMHI Annual Meeting Minutes
- SMHI Annual Meeting Voting Delegates

### Saskatchewan Assessment Management Agency

- Annual Meeting April 26<sup>th</sup>, 2016 - Saskatoon Inn
- 2016 Municipal Invoice - \$11,178

### Ministry of Government Relations

- Rapid Growth Communities - Community Safety - February 16<sup>th</sup>, 2016 - Kerrobert

### Town of Rosetown

- Access to Town of Rosetown Landfill

### West Central Municipal Government Committee

- 2016 Membership (\$124.80)

Amec Foster Wheeler

- New Service Capabilities - Community Infrastructure

AtlHeritage Services Corp.

- Introduction Letter

Kerrobert & District Ag Society

- Request for Donation

South Saskatchewan River Watershed Stewards

- Become a member

Datasafe Recovery Services Ltd.

- Report on Exercise - Smiley - November 18<sup>th</sup>, 2015