

Town of Strasbourg

Regular meeting of Council held in the Town Council Chambers
Strasbourg, Saskatchewan



Wednesday, January 23, 2019

Present: Mayor: Kelvin Schapansky
Council Members: Cliff Eisler
Kevin Flavel
Lorne Gottselig
Murray Kondratiuk
Absent: Administrator: Jennifer Josephson
Bernie Josephson

A quorum being present, Mayor Schapansky called the meeting to order at 7:00 p.m.

Declarations No declarations of conflict of interest or financial interest were made.

Minutes - Regular 19/2019 Gottselig:Kondratiuk
"THAT the minutes from the January 9, 2019 regular meeting of Council be approved as presented by the Administrator."

CARRIED

Correspondence 20/2019 Kondratiuk:Eisler
"THAT the following correspondence from the January 23, 2019 meeting as presented by the Administrator, be filed:

- a) SAMA re: *Notice of Annual Meeting*
- b) Ministry of Labour Relations re: *Workers Compensation Act*
- c) Marilyn Craswell for St. John Lutheran Church re: *Hall Concerns.*"

CARRIED

Pressure Washer Purchase 21/2019 Gottselig:Kondratiuk
"THAT the Town of Strasbourg purchase a Hotsy 1075SSE Hot Water Pressure Washer from Water Blast Manufacturing LP in Regina for no more than \$8,838.72 plus applicable taxes."

CARRIED

Payment to ICM 22/2019 Kondratiuk:Gottselig
"THAT the Town of Strasbourg approve payment to Independent Construction Management Inc. for approved work on the Water Treatment Plant reservoir project including Progress Payment #5, #6, and #7 totaling \$98,442.88 plus applicable taxes."

CARRIED

Reports 23/2019 Flavel:Gottselig
"THAT the Town of Strasbourg acknowledge the following meeting reports:
a) Council Reports
i. Mayor Schapansky and Councillor Josephson reported on attending the meeting with Stantec Engineering and Independent Construction Management at the Stantec office in Regina with the Administrator, Foreman, and Assistant Foreman on January 23, 2019."

CARRIED

Lagoon Agr Glen Harbour 24/2019 Eisler:Kondratiuk
"THAT the Town of Strasbourg sign a Lagoon Access Agreement with the Resort Village of Glen Harbour, which will be attached as Schedule "B" to the Town's Lagoon Access and Dumping Rates Bylaw 389/18, and will follow the same requirements and parameters as previously signed lagoon access agreements with other municipalities."

CARRIED


Mayor

Equipment Lease Agreement 25/2019 Gottselig:Eisler
"THAT the Town of Strasbourg sign a six-year Equipment Lease Agreement with Rodger Yauck for the purchase of a 2011 New Holland TV6070 4WD Bi-Directional Tractor for \$136,295.00, a 2015 Schulte SDX102 Snow Blower for \$10,850.00, and a 2015 HLA 108" High Volume Snow Bucket for \$2,2225.00. Further, the 2003 New Holland TV140 Bi-Directional Tractor currently owned by the Town shall be advertised and sold."

CARRIED

Council Vacancy 26/2019 Eisler:Kondratiuk
"THAT the Town of Strasbourg acknowledge the Council seat vacancy due to the passing of Councillor Ernie Oblander."

CARRIED

By-Election Date 27/2019 Gottselig:Kondratiuk
"THAT the Town of Strasbourg intends to fill the Council vacancy with a By-Election on Wednesday, April 3, 2019 from 9:00 a.m. to 8:00 p.m. and an Advance Poll on Thursday, March 28, 2019 from 5:00 p.m. to 8:00 p.m.."

CARRIED

Policy #RC-001 Rink Agreement 28/2019 Gottselig:Flavel
"THAT the Town of Strasbourg approve Policy #RC-001, known as the Rink Maintenance Policy (which is attached hereto and forms part of these minutes), provided it is accepted and signed by the Strasbourg & District Recreation Centre Board."

CARRIED

Sand Spreader Tender 29/2019 Eisler:Kondratiuk
"THAT the Town of Strasbourg award the Town of Govan the tender of \$1,755.00 for the purchase of the 2008 SnowEx SP 8400 Sand Spreader."


CARRIED

Adjourn 30/2019 Gottselig:
"THAT this meeting of the Council of the Town of Strasbourg be adjourned."

CARRIED
Time: 8:30 p.m.



Mayor



Administrator



Mayor



Policy #RC-001

Policy Title: STRASBOURG & DISTRICT RECREATION CENTRE SUPPORT POLICY

Policy Objective	This policy outlines the services and support that the Town of Strasbourg will provide to the Strasbourg Recreation Centre on an ongoing basis.
Authority	Resolution #28/2019
Supporting Bylaw	Bylaw #318/08 to Provide Financial Assistance to the Strasbourg Recreation Centre
Related Policy	Policy #TS-001 Sign Corridor Policy
Attachment	Maintenance Agreement with the Strasbourg & District Recreation Centre

Policy:

1. The member-owned and operated Strasbourg Recreation Centre is an important institution within the Town of Strasbourg. The Centre provides facilities and programs that enhance the health, wellness, and cultural strength of the Town. The Centre is a visible indication of the Town's viability.
2. To support the efforts of the Strasbourg Recreation Centre and its Board members to operate and maintain, facilities, equipment, and land, the Town of Strasbourg is committed to provide the services and supports as outlined in the Maintenance Agreement with the Strasbourg & District Recreation Centre.

Attachment:

- *Agreement for Maintenance Services with the Strasbourg & District Recreation Centre*



MAINTENANCE AGREEMENT WITH THE STRASBOURG & DISTRICT RECREATION CENTRE

THIS AGREEMENT is made in duplicate effective on this ____ day of _____ 2019;

BETWEEN: Strasbourg & District Recreation Centre Board
P.O. Box 339
Strasbourg, Saskatchewan S0G 4V0
(hereinafter referred to as the "Board")

- AND -

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(hereinafter referred to as the "Town")

WHEREAS, the Strasbourg & District Recreation Centre (hereinafter referred to as the "Rink") is legally located at Parcel C, Plan 101429647 or civically located at 301 Erickson Road, and consists of 3.12 acres of land, including a 44,000 square foot hockey and curling facility;

WHEREAS, the Rink is owned and operated by the Board, a volunteer organization comprised of many community members whose goal is to maintain the viability of the facility;

WHEREAS, the ownership structure of the Rink is atypical in that it is not owned and operated by the Town unlike many recreational facilities in the province;

WHEREAS, the Town is appreciative of the Board for owning and operating the Rink, as the facility is an important piece of infrastructure for the community and area;

WHEREAS, the Rink requires assistance from the Town to maintain the facility grounds, and provide utility, garbage, and recycling services free of charge to help offset costs of operating the facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GROUNDS MAINTENANCE

1.1 The Town does hereby agree to provide the following grounds maintenance services for the Rink free of charge:

- a. Mowing of all grass;
- b. Whippersnipping of all grass;
- c. Spraying of pesticide and herbicide on parking lot and grass;
- d. Grading parking lot;
- e. Snow removal in parking lot;
- f. Sanding parking lot;
- g. Removal of garbage/recycling that has blown around the site;
- h. Installation, repair, replacement, and upkeep of business advertising signs in sign corridor on west side of site.

- 1.2 The maintenance of the grounds will be at the discretion of the Town Foreman and Public Works staff as to timing of when work is completed and frequency of work completed.
- 1.3 As the grounds maintenance is a subsidized service by the Town, the Rink is not a priority for emergency maintenance (such as snow removal), but will be attended to as soon as the rest of Town is deemed managed by the Town Foreman and Public Works staff.
- 1.4 Additional maintenance services which are not listed above and are requested by the Board will be at the discretion of the Town to determine if the Town should assist.
- 1.5 The Board shall have one contact person designated to relay maintenance requests and information to the Town to avoid confusion.
- 1.6 The Board should endeavor to assist the Town where possible in maintaining the grounds, including blown refuse pickup, snow removal, etc.

2. UTILITY, GARBAGE, & RECYCLING SERVICES

- 2.1 The Town does agree to provide water and sewer to the Rink free of charge.
- 2.2 The water meter must be read on a quarterly basis and submitted to the Town Office when required by the Town.
- 2.3 Due to the high water usage of the facility, the Town expects that the Board will be diligent and proactive in reducing consumption of water by all means necessary. If the Town feels that consumption is not being managed to the best of the Board's ability, the Town reserves the right to begin billing the Board for water and sewer usage.
- 2.4 The water shall be shut off to the facility during the Rink's inactive months to prevent any wasteful usage of water.
- 2.5 If it is found that the water and sewer connection line from the Rink to the Town's water and sewer main is broken, it will be the Board's responsibility financially to repair the line(s) as per the Town's Water and Sewer Management Bylaw 368/16.
- 2.6 The Town does agree to provide garbage and recycling pickup from Loraas Disposal Ltd. free of charge on a mutually agreeable schedule determined by the Board and Town. The Town reserves the right to remove garbage and recycling bins to place in other locations as necessary during the Rink's off-season, or alter the pickup schedule if needed.

3. SIGN CORRIDOR

- 3.1 The Town will manage the installation, repair, replacement, and upkeep of business and organization advertising signs in the sign corridor on the west side of the site, as per the Town's Sign Corridor Policy #TS-001.
- 3.2 As such, the Town will be collecting annual rent money from advertisers to help offset costs of maintaining the signs.
- 3.3 The Town may, at any time, decide to alter or change the layout of the sign corridor, including removing the signs all together.

4. ADMINISTRATIVE

- 4.1 The Town, at its discretion annually, may provide an operating grant to the Board. As well, the Town, at its discretion, may provide grant funding for capital projects if money is available. Application for grant funding must be made to the Town as such.
- 4.2 The Town, at its discretion, may loan money to the Board for the purposes of capital projects and repairs, terms of which would be decided by the Town.
- 4.3 The Rink shall remain tax-exempt as per Clause 292(1)(l) of *The Municipalities Act*, as it retains a municipal purpose.
- 4.4 The Board will be responsible for obtaining their own insurance for the facility, as the Rink is not able to be insured through the Town's insurance policy.
- 4.5 The Town shall appoint a maximum of two (2) council members to sit on the Board and be a liaison between the Board and Town.

5. AGREEMENT TERMS & TERMINATION

- 5.1 This Agreement cancels all, if any, previous agreements for the provision of maintenance services to the parties hereto.
- 5.2 This Agreement shall be continuous but may be terminated by either party by giving one (1) year's notice in writing to the other party.
- 5.3 This Agreement shall be reviewed as needed by both parties when information within the Agreement needs to be updated.

6. GENERAL

- 6.1 It is expressly understood and agreed by the parties hereto that the Town, its councillors, agents, and employees, shall not in any manner be liable for its failure to respond to any emergent grounds maintenance issues.
- 6.2 This Agreement shall ensure to the benefit of and be binding upon the heirs, successors, administrators and permitted assigns of the parties.
- 6.3 This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. The following appendix shall form a part of this Agreement:
- a. Appendix "A" – Background Costs
- 6.4 This Agreement shall be governed by the laws of the Province of Saskatchewan, and the courts of the Province of Saskatchewan shall have exclusive jurisdiction over any dispute arising herefrom.

Dated this ____ day of _____, 2019.

For the **Strasbourg & District Recreation Centre**

Board Member

[SEAL]

Board Member

For the **Town of Strasbourg**

Mayor

[SEAL]

Administrator



APPENDIX "A" TO MAINTENANCE AGREEMENT WITH THE STRASBOURG & DISTRICT RECREATION CENTRE

BACKGROUND COSTS

As of 2018, listed below are the cost and time estimates regarding grounds maintenance, and utility, garbage, and recycling services provided to the Rink from the Town. These vary year to year, depending on the seasons, and the need.

1. Grounds Maintenance
 - a. Mowing – approximately 30 hours per summer (\$2,250.00 labour and machine)
 - b. Whippersnipping – approximately 40 hours per summer (\$3,000.00 labour and machine)
 - c. Parking Lot & Grass Spraying – twice a year, 5 hours each spray plus price of chemical (\$1,000.00 labour and machine, plus chemical)
 - d. Parking Lot Grading – approximately six times a year, 20 hours total (\$1,500.00 labour and machine)
 - e. Snow Removal – approximately 40 hours per winter (\$3,000.00 labour and machine)
 - f. Parking Lot Sanding – approximately 15 hours per winter plus price of sand (\$1,400.00 labour and machine, plus sand)
2. Utility, Garbage & Recycling
 - a. Garbage and Recycling Fees – approximately \$2,000.00 a year
 - b. Water and Sewer – approximately 600,000 gallons used (\$4,000.00 - \$6,000.00 utility estimate)
3. Sign Corridor
 - a. Installing and Painting Signs – approximately 30 hours, plus paint and materials (\$1,750.00)
4. Administrative
 - a. Annual Operating Grant - \$5,000.00
 - b. Interest Free Loan for Roof - \$60,000.00 (payable in 2020)
 - c. Paid entire 2017 insurance for Rink - \$12,000.00