

R.M. of Antelope Park No. 322
Meeting Minutes
February 16, 2016 - Regular Meeting of Council - 7:00 P.M.

Minutes of the regular meeting of the council of the Rural Municipality of Antelope Park No. 322 held on Tuesday February 16, 2016, commencing at 7:00 p.m. in the municipal office in Marengo, Saskatchewan.

Council members in attendance were:

Reeve Gordon Dommett

Division 1: Clinton Barr

Division 2: William Warrington

Division 3: Brantford Whittleton

Division 4: Barry Noble

Division 5: Raymond McKeary

Division 6: Eldon Roesler

CALL TO ORDER

Reeve Gordon Dommett called the meeting to order at 7:00 p.m.

ADOPT AGENDA

Resolution No. 2016-028

Moved By: Brantford Whittleton

That the agenda be adopted as presented.

CARRIED

MINUTES

Resolution No. 2016-029

Moved By: William H. Warrington

That the minutes from the meeting held on January 21, 2016 be adopted as circulated.

CARRIED

REPORTS

Resolution No. 2016-030

Moved By: Barry Noble

That the following board reports be filed for future reference:

West Central Municipal Government Committee

Major & District Fire Board

PCO Inspection Report

CARRIED

REVENUE AND EXPENSES**Resolution No. 2016-031****Moved By: Clinton Barr**

That the statement of revenue and expenses for January be approved as presented.

CARRIED**KINDERSLEY REGIONAL MEDICAL ARTS AUTHORITY****Resolution No. 2016-032****Moved By: Clinton Barr**

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

7:20 p.m. to 7:37 p.m. - Michel Louiseize from Evolution Training and Consulting attended the meeting to make a presentation to council on the services they provide.

OFFER TO PURCHASE OF LOTS 11-13 BLOCK 11 PLAN G394 - LOVERNA**Resolution No. 2016-033****Moved By: William H. Warrington**

That we accept the offer to purchase submitted by Wade and Linda Lillico for Lot 11, 12, and 13 Block 11 Plan G394 with the following conditions:

Purchaser pays \$200.00 for the lot in "as is" condition by March 16th, 2016;

Purchaser pays legal fees for transfer of the titles;

Purchaser signs an agreement for sale.

CARRIED**CORRESPONDENCE****Resolution No. 2016-034****Moved By: Clinton Barr**

That the correspondence be filed for future reference.

CARRIED**POWER LINE CROSSING****Resolution No. 2016-035****Moved By: Barry Noble**

That the following electrical crossings be approved:

Raging River Exploration Inc.

SE 27-32-28W3

CARRIED

SARM ANNUAL CONVENTION**Resolution No. 2016-036****Moved By: Barry Noble**

That Gordon Dommett and William Warrington be appointed as voting delegates for the SARM Annual Convention being held in Regina from March 7th to 10th, 2016.

CARRIED**SMHI VOTING DELEGATE****Resolution No. 2016-037**

That William Warrington be appointed as the voting delegate form the SMHI Annual Meeting on March 8th, 2016.

CARRIED**ROAD BANS****Resolution No. 2016-038****Moved By: William H. Warrington**

That we opt out of the Ministry of Highway and Infrastructure spring road ban program.

CARRIED**LIABILITY INSURANCE****Resolution No. 2016-039****Moved By: Barry Noble**

That we increase our liability insurance coverage through SARM from 2 million liability to 3 million liability.

CARRIED**ADVERTISE FOR UTILITY PERSON****Resolution No. 2016-040****Moved By: Brantford Whittleton**

That we advertise for a seasonal utility position; position to begin in the spring of 2016; position to be advertise on the SaskJobs website as well as the West Central Crossroads; deadline for applications to be March 15th, 2016.

CARRIED**PURCHASE OF COLD MIX****Resolution No. 2016-041****Moved By: Clinton Barr**

That we purchase 40 tonnes of cold mix from the Ministry of Highways and Infrastructure.

CARRIED

CROSSING AGREEMENTS - PIPELINE, POWER, TELECOMMUNICATIONS AND WATER

Resolution No. 2016-042

Moved By: William H. Warrington

That the following crossing agreements for pipelines, 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 16th, 2016.

CARRIED

APPLICATION TO PURCHASE AGRICULTURAL LEASE LAND

Resolution No. 2016-043

Moved By: Eldon Roesler

That we agree to the sale of the following crown lands within the municipality:

NE 34-33-28W3

NW 34-33-28W3

SE 33-33-28W3

NE 33-33-28W3

CARRIED

ACCOUNTS

Resolution No. 2016-044

Moved By: William H. Warrington

That the following accounts be approved for payment:

Cheque No.	Payee	Description	Amount
EFT	SaskTel	RM Shop	64.39
EFT	MEARS, Trina	Wages, January 16-29, 2016	912.71
EFT	REA, Kevin	S/T Disability, January 16-29, 2016	1,229.00
EFT	DUECK, Candace	Salary, January 16-29, 2016	1,269.58
EFT	BUSBY, Robin	Salary, January 16-29, 2016	2,005.12
EFT	SaskTel	Cell phones	118.23
EFT	MOHR, Marvin	Wages, January 30 - February 12, 2016	65.23
EFT	MEARS, Trina	Wages, January 30 - February 12, 2016	872.91
EFT	REA, Kevin	S/T Disability, January 30 - February 12, 2016	1,229.00
EFT	DUECK, Candace	Salary, January 30 - February 12, 2016	1,319.58
EFT	BUSBY, Robin	Salary, January 30 - February 12, 2016	2,005.12
EFT	Sask Energy	RM Shop	120.50
EFT	Sask Energy	Loverna Fire Hall	148.13
EFT	Sask Energy	Hoosier TG	156.07
EFT	SaskPower	Loverna Fire Hall	42.95
EFT	SaskPower	Hoosier TG	75.67

[Handwritten signatures]

EFT	SaskPower	Loverna Street Lights	76.80
EFT	SaskPower	Hoosier Street Lights	115.20
EFT	SaskPower	RM Shop	130.01
EFT	SaskPower	Loverna Pump House	130.67
7067	Brantford Whittleton	Councillor indemnity & mileage - Feb 2016	250.70
7071	Receiver General	Remittance - January 2016	5,404.06
7072	Sun West S.D. No. 207	Remittance - January 2016	405.26
7073	Living Sky S.D. No. 202	Remittance - January 2016	617.68
7074	M.E.P.P.	Remittance - January 2016	2,227.04
7075	Waste Management of Canada Corporation	Garbage Bins	3,933.95
7076	Kindersley District Music Festival	2016 Donation	200.00
7077	Camp Easter Seal	2016 Donation	100.00
7078	Canadian Cancer Society	2016 Donation	100.00
7079	Canadian Red Cross	2016 Donation	100.00
7080	CUETS Financial	Annual fee ***1125	25.00
7081	District 24 4H Council	2016 Donation	150.00
7082	Great Plains College	2016 Scholarship Donation	1,000.00
7083	Heritage Manor Auxiliary	2016 Donation	500.00
7084	Hjalte Ranch Inc.	ROW NE 07-33-27-3	500.00
7085	Hoosier Recreation Board	2016 Donation	100.00
7086	KAC Fire Association	2016 Donation	5,000.00
7087	Kindersley (& District) Co-op Ltd.	Fuel and shop supplies	109.44
7088	Kindersley Plains Museum Board	2016 Donation	1,000.00
7089	Larry Mann	PCO Contract - February 2016	1,312.50
7090	Leipzig Serenity Retreat	2016 Donation	500.00
7091	Loverna Sports Club	2016 Donation	100.00
7092	Major Rec. Board	2016 Donation	100.00
7093	CANCELLED		
7094	Mental Health Assoc.	2016 Donation	100.00
7095	Meridian Surveys Ltd.	Survey N1/2 9, NW20, SW29 & S30-32-27-3	7,814.63
7096	R.M. of Milton No. 292	Share of joint office expenses & benefits	7,123.00
7097	Ronald McDonald House	2016 Donation	200.00
7098	S.A.M.A	2016 Municipal Assessment	8,909.00
7099	SARM	Insurance, Bond and benefits	17,705.56
7100	SARM	2016 STARS Donation	8,000.00
7101	Sask Abilities Council	2016 Donation	100.00
7102	Saskatchewan Crime Stoppers	2016 Donation	200.00
7103	Saskatchewan Lung Association	2016 Donation	100.00

7104	SGI	Registration renewal 1998 Ford F150	804.00
7105	The Salvation Army	2016 Donation	100.00
7106	West Central Crisis & Family Support Centre	2016 Donation	500.00
7107	West Central Municipal Gov't Comm.	2016 Membership on per capita basis	60.00
7108	Westcliffe Composite School	2016 Awards Night Donation	100.00
7109	Gordon Dommett	Reeve indemnity & mileage - Feb 2016	404.00
7110	Clinton Barr	Councillor indemnity & mileage - Feb 2016	222.10
7111	William Warrington	Councillor indemnity & mileage - Feb 2016	229.90
7112	Barry Noble	Councillor indemnity & mileage - Feb 2016	250.70
7113	Raymond McKeary	Councillor indemnity & mileage - Feb 2016	254.60
7114	Eldon Roesler	Councillor indemnity & mileage - Feb 2016	272.80

CARRIED

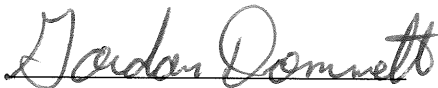
ADJOURN

Resolution No. 2016-045

Moved By: Raymond McKeary

That this meeting now adjourn at 9:16 p.m.

CARRIED


Reeve


Administrator

CROSSING AGREEMENT - PIPELINE 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

Pipeline Owner's Name & Address:

Telephone: _____
Fax: _____

Telephone: _____
Fax: _____

Applicant and Pipeline Owner agree to the following:

1. The pipeline 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 pipeline 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 pipeline (herein collectively referred to as "pipeline work"). In an emergency, pipeline 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 pipeline 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 pipeline 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 pipeline 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 pipeline crossing. The signs shall be placed at each limit of the right-of-way and 60 cm north and/or west of the pipeline 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 pipeline 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.
9. The pipeline 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.
10. The top of the pipeline 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 pipeline at the minimum depth.
11. The owner is liable for any costs associated with line locating and exposing where road construction occurs within the municipal right of way.
11. If the pipeline 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 pipeline required by the municipality. If the lowering or moving of the pipeline is required because the pipeline 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 pipeline. 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.
12. Noncompliance by the pipeline owner of any of the conditions contained in this consent shall be sufficient basis for the cancellation of this consent.
13. The owner must comply with all laws governing the pipeline and the transportation of material in the pipeline.
14. The owner covenants and agrees to maintain its pipeline in good order and condition and carry out all necessary repairs to the pipeline.
15. 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.
16. The owner shall save harmless and keep indemnified the Rural Municipality of Antelope Park No. 322, 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 pipeline or its existence as permitted by this consent.

Date

Signature of Applicant and/or Pipeline Owner

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P E R M I T

Permission is granted by the Rural Municipality of Antelope Park No. 322 Administrator under municipality's policy to authorize pipeline 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 Antelope Park No. 322, 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 Antelope Park No. 322 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 - 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

Powerline Owner's Name & Address:

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 Antelope Park No. 322, 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 Antelope Park No. 322 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 - 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 Antelope Park No. 322, 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

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P E R M I T

Permission is granted by the Rural Municipality of Antelope Park No. 322 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 Antelope Park No. 322
02/16/2016 - Regular Meeting of Council - 7:00 P.M.**

- 1 Call to order**
 - ☞ 2016-02-16 Delegation
- 2 Adopt Agenda**
- 3 Minutes**
 - ☞ 2016-01-21 RM 322 Minutes
- 4 Reports**
 - ☞ WCMGC Nov 25, 2015 Approved Minutes
 - ☞ Major & District Fire Board - Minutes February 7th, 2016
 - ☞ PCO Inspection Report - January 2016
- 5 Revenue and Expenses**
 - ☞ Change in Income - January 31, 2016
 - ☞ Balance Sheet - January 2016
- 6 Kindersley Regional Medical Arts Authority**
- 7 Offer to purchase of Lots 11-13 Block 11 Plan G394 - Loverna**
- 8 Correspondence**
 - ☞ SARM Update - January 2016
 - ☞ SARM - Civic Addressing Signage
 - ☞ SARM - News Release - Access to Cash Advances
 - ☞ APAS in Action - February 2016
 - ☞ Kindersley Regional Medical Arts Authority - Parking Lot Paving Loan
 - ☞ Town of Rosetown Landfill Access
 - ☞ Datasafe - RM of Prairiedale Tabletop Exercise Report
 - ☞ Bow River Energy Ltd.
 - ☞ 2016 Letter to West Central Municipal Government Committee Members
 - ☞ South Saskatchewan River Watershed Stewards
 - ☞ Kerrobert & District Ag Society - Donation Requested
 - ☞ SAMA - 2016 Municipal Invoice and Information
- 9 Power Line Crossing**

- 10 **SARM Annual Convention**
- 11 **SMHI Voting Delegate**
- 12 **Road Bans**
- 13 **Liability Insurance**
- 14 **Advertise for Utility Person**
- 15 **Canada Summer Jobs**
- 16 **Purchase of Cold Mix**
- 17 **Crossing Agreements - Pipeline, Power, Telecommunications and Water**
 - ✍ Pipeline Crossing Agreement
 - ✍ Power line Crossing Agreement
 - ✍ Telecommunications line Crossing Agreement
 - ✍ Water line Crossing Agreement
- 18 **Application to Purchase Agricultural Lease Land**
- 19 **Date of Next Meeting**
- 20 **Accounts**
 - ✍ Accounts up to February 16th, 2016
- 21 **Adjourn**

**R.M. of Antelope Park No. 322
Tuesday February 16th, 2016 at 7:00 p.m.**

7:30 p.m. – Michel Louiseize – Evolution Training and Consulting