

#### TOWN OF ALAMEDA

#### Special Meeting September 26, 2022

A special meeting of the Council of the Town of Alameda pursuant to Section 123 of the Municipalities Act held to discuss Employment Agreements and other matters of general government, met in the Town Office at 115-5<sup>th</sup> Street, Alameda on Monday, September 26, 2022. The meeting was called to order at 6:30 pm by Mayor Kinder.

PRESENT: Mayor Perry Kinder, Councillors Jennifer Cobham, Dean Copeland, Janelle

Dorrance, Ron Burness, Jeff Cameron and Donna Griffin

Administrator - Sheri Carritt

Mentor Administrator – Myrna Babbings

ABSENT: None

#### **DELEGATIONS:**

6:30 p.m. – Merilee Swanson, Attorney for the town – Employee Agreements. Merilee Swanson vacated the meeting at 7:55 p.m.

8:05 p.m. – Tami Scott, mediator for the town meeting. Tami Scott vacated the meeting at 8:45 p.m.

#### **CONFLICT OF INTEREST**

Sheri Carritt identified a Conflict of Interest with regards to the discussion of her Agreement with the town and did not attend the meeting until the discussion was finished. Sheri arrived at 7:36 p.m.

#### **AGENDA:**

239/09/22

Made by: Councillor Cobham

That Council approves the Agenda as presented.

**CARRIED** 

#### WATER OPERATOR

240/09/22

Made by: Councillor Dorrance

That we enter into a contract with Jake Dyck to be a relief Level 1 Water Operator and that he is paid \$30/hour and mileage at 0.60 cents/km and all deductions will be paid by J. Dyck and furthermore that a copy of this contract is added to these minutes.

**CARRIED** 

DA

#### **CLEANING OF THE FIRE HALL**

241/09/22

Made by: Councillor Griffin

That we hire out a one-time cleaning person for the upstairs and bathrooms in the Alameda fire hall.

**CARRIED** 

#### FREE TRANSFER STATION EVENINGS

242/09/22

Made by: Councillor Copeland

That two free nights for residents to haul to the transfer station will be on October 11<sup>th</sup> and 18<sup>th</sup> from 4:00 to 6:00 p.m.

**CARRIED** 

#### **CULVERT/HYDRANT MARKERS**

243/09/22

Made by: Councillor Cobham

That culvert and hydrant markers are ordered through ATS Traffic at a cost of \$1,715.53.

**CARRIED** 

#### **GIFT CARD PURCHASE**

244/09/2022

Made by: Councillor Cameron

That a one-time Visa gift card in the amount of \$100.00 is purchased as a thank-you gift for Tami Scott, who will mediate the town wide meeting on Monday, October 3<sup>rd</sup>, 2022.

**CARRIED** 

#### ADJOURNMENT AND NEXT MEETING

245/09/22

Made by: Councillor Burness

That the meeting adjourns at 9:15 p.m. and that the next meeting is held on Wednesday, October 26<sup>th</sup>, 2022 at 7:00 p.m.

**CARRIED** 

Mayor

Administrator



# Town of Alameda Box 36

# Alameda, SK SOC OAO

Phone: 306-489-2077 Fax: 306-489-4602 townofalameda@sasktel.net

# Water/Wastewater Facility Operation Agreement

This Agreement made this 26th day of September, 2022

Between:

The Town of Alameda ("the Town") PO Box 36, Alameda SK. S0C 0A0

And
Jacob Dyck ("the Contractor")
Box 91
Glen Ewen, Sask. S0C 1C0

WHEREAS the Town is the owner of a water treatment facility located on 105-3<sup>rd</sup> street, The Lift Station and the Town Wells.

AND WHEREAS the Contractor is regularly employed by a third party outside the Town;

AND WHEREAS the Contractor is certified as a Water Treatment & Distribution, Class-1 operator and as a Wastewater Treatment & Collection, Class-1 operator;

AND WHEREAS the Town is desirous of utilizing the services of the Contractor for the operation of the Town facility;

AND WHEREAS the Town and Contractor are desirous of entering into an agreement on terms and conditions set out herein;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

- 1. That the Contractor agrees to carry out the duties/responsibilities as set out in Schedule A attached hereto.
- 2. That the Contractor and the Town agree that the duties/responsibilities outlined in Schedule A shall not significantly interfere with the Contractor's regular employment outside of the Town. The time commitment required for the work described in Schedule A will be supplemental to the Contractor's regular employment outside the Town.

- 3. That the Contractor agrees that from time to time it may be required that he take time off from his regular employment to be in attendance at the Town facility for emergency situations and for inspections of the facility by the Water Security Agency.
- 4. That the Town agrees to pay the Contractor at a rate that is mutually agreed upon for the duties/responsibilities as set out in Schedule A. The rates are set out in Schedule B which will be reviewed by both parties at the final council meeting of the Town in December of each year.
- 5. That the Contractor agrees to maintain certification as a Water Treatment & Distribution, Class-1 operator and as a Wastewater Treatment & Collection, Class-1 operator with the Saskatchewan Contractor Certification Board.
- 6. That the Contractor agrees to oversee the work performed by an uncertified operator.
- 7. That the Contractor agrees to the collection of all water quality data as per the Water Security Agency's regulations, permits and guidelines.
- 8. That the Contractor agrees to send a written report to the Council every month, commencing on the first month worked, to keep the Council informed on the operation of the facility.
- 9. That the Contractor or the uncertified contractor, in an emergency situation, has the authority to obtain assistance of any other licensed personnel to correct a problem at the facility.
- 10. That the Town agrees to include the Contractor under their insurance policy with respect to water treatment and distribution services.
- 11. That the Town and the Contractor agree that no modification, variation, amendment or termination by mutual consent of this Agreement shall be effective unless in writing and executed by all parties hereto. At the end of any calendar year the Town is willing to re-evaluate this contractual service agreement and make any amendments jointly agreed upon by the two parties;
- 12. That the Town or the Contractor may terminate this Agreement at any time by giving the other party ninety (90) days written notice.
- 13. That this agreement, including Schedule A and Schedule B hereto, embodies the entire Agreement of the parties hereto with regard to the subject matter hereof and no understanding or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.
- 14. That this agreement shall inure to the benefit of and be binding on the parties and their heirs, successors, executors, administrators and assigns.
- 15. That the Contractor agrees to pay his own Workers Compensation Board, Employment Insurance, Canada Pension Plan and Income Tax.

Signed this 13th, day of October, 2022

JAKU DYCK

Contractor,

Mayor Town of Alameda

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dministrator Sheri Carritt

Town of Alameda

## Schedule A

The duties of the Contractor include, but are not necessarily limited to, the following:

Oversee the Village's uncertified operator as their job pertains to the Town of Alameda's water & wastewater systems.

### Tasks to include:

- Guide and assist the uncertified operator as requested or as seen fit;
- To be available by phone daily and for emergencies (24/7);
- Review the work of the uncertified operator twice a month, or more often if requested by Town Council;
- Go on-site at each local facility as needed to ensure operational, maintenance, and regulatory requirements are being met;
- Ensure the Town is compliant as required by the Operating Permit, the Water Security Agency,
   The Waterworks and Sewage Works Regulations, and any other relevant legislation;
- o Be available for onsite EPO and other inspection/visits, if required;
- Report any inefficiencies of the uncertified operator, water and wastewater system components to Council;
- Be available as soon as possible when a situation arises which the uncertified operator is not able to manage or requires assistance;
- Determine when assistance is needed from a Public Health Inspector (PHI), Environmental Project Officer (EPO), consultant or contractor and request the assistance required;
- o Assist the uncertified operator in reviewing manuals, inventory, and spare parts as needed;
- Confirm uncertified operator is collecting and sending water and waste water samples as required in the Permit to Operate, (1 raw water bacti sample monthly, and 2 bacti samples from the distribution system monthly. General Chemical and Health & Toxicity sample every 2 years).
   Proper SK station ID numbers must be used for the raw and distribution samples.
- Ensure a safe working environment that follows Occupational Health & Safety Standards and Practices;
- o Aid in ensuring any mandated public notifications are performed;
- Review written facility operational records and logs for efficient operations and note where improvements can be made
- Act as a relief operator, as needed. Tasks to include those mentioned above as well as the following:
- Daily Water Treatment Plant (WTP) operations—including, sampling, testing, and record keeping, as required;
- Well maintenance; daily inspection and reporting;

## Schedule B

- 1) The rate of compensation for work provided as the overseer or relief operator will be as follows:
  - \$30.00 up to a 60-minute visit and anything over the hour is \$15.00 per half-hour.
  - 0.60 for each kilometer travelled.
- 2) The contractor will be responsible for submitting an invoice at the end of each month for services rendered during that month. Each invoice must document the date and purpose of each visit.
- 3) Payments will be made to the contractor on a monthly basis following approval of payment at the regular meeting of Council.
- 4) If there are items of expense incurred by the Contractor which are specific to the job being performed on behalf of the Town of Alameda, those expenses are eligible to be invoiced to the Town. Examples are: supplies required for WTP, lift station, etc.