

AGENDA
Village of Buena Vista
Regular Council Meeting on April 22, 2025 at 7:00 p.m.
1050 Grand Avenue,
Buena Vista, Saskatchewan

CALL TO ORDER

APPROVAL OF AGENDA

ADOPTION OF MINUTES

- Minutes of Regular Council Meeting – April 8, 2025

FINANCIAL STATEMENTS

APPROVAL OF ACCOUNTS PAYABLE

- List of Accounts for Approval – Batch 2025-00037 to 2025-00045
- Payroll – Admin March 16-31, 2025; Public Works March 16-29, 2025, Council Remuneration March 2025

REPORTS OF STAFF

- Administration Report
- Public Works Report

UNFINISHED BUSINESS

- Council Benefits

NEW BUSINESS

- drOPservice Maintenance Management Agreement
- Buena Vista Parks, Recreation & Culture Board Bylaw No. 01/2025
- Policy No. 04-2025 Municipal Reserve Funds
- South Shore Ball Association Agreement
- Ball Diamond Rental Agreement
- Policy No. 03-2025 Liquor Permit Approval

CORRESPONDENCE

OVERVIEW OF MEETING

ADJOURNMENT

**Village of Buena Vista
MINUTES OF REGULAR MEETING
APRIL 8, 2025
1050 Grand Ave, Buena Vista, SK**

PRESENT: Mayor Karen Smith, Councillor Chris Duke, Councillor Spence Miller, Councillor Bob Sax, Councillor Steven Schultz

ADMINISTRATION: Assistant Chief Administrative Officer Cate McConnell

VIA TELEPHONE: Acting Chief Administrative Office Melissa Pollock

CALL TO ORDER:

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

ADOPTION OF AGENDA:

133/25 THAT the April 8, 2025 agenda be adopted as presented.

**Moved by Councillor Duke
Seconded by Councillor Sax**

CARRIED

134/25 THAT Council move to the dispensing of Seconders for the remainder of this meeting.

**Moved by Councillor Sax
Seconded by Councillor Duke**

CARRIED

ADOPTION OF MINUTES:

135/25 THAT the Minutes of the Regular Meeting of Council of March 25, 2025 be adopted as amended, with Motion 124/25 split into two separate motions, as presented during the meeting, with both motions moved by Cllr Duke.

Moved by Councillor Schultz

CARRIED

APPROVAL OF ACCOUNTS PAYABLE:

136/25 THAT Council approves the following accounts for payment:
AP Batches 2025-00037 to 2025-00045, which includes all cheques, credit card, automatic withdrawals, EFT and online payments for a total amount of \$24,748.35.

Moved by Councillor Duke

CARRIED

137/25 THAT Council approves the following payrolls:
Administration March 16-31, 2025 in the amount of \$4,944.51
Public Works March 16-29, 2025 in the amount of \$4,221.70
Council Remuneration Mar 1-31, 2025 in the amount of \$1,604.73

Moved by Councillor Duke

CARRIED

REPORTS OF STAFF:

138/25 THAT Council has reviewed the Administration Report for the period of March 21-April 3, 2025, received clarification on certain matters, and hereby accepts the report as information and files it accordingly.

Moved by Councillor Schultz

CARRIED

139/25 THAT Council has reviewed the Public Works Report for the period of March 21-April 3, 2025, received clarification on certain matters, and hereby accepts the report as information and files it accordingly.

Moved by Councillor Schultz

CARRIED

140/25 THAT Council accepts the Water Treatment Plant Daily Record for March 2025 as presented; and FURTHER THAT the appropriate signing authorities be authorized to sign off on the report as required and file as part of the official record.

Moved by Councillor Schultz

CARRIED

UNFINISHED BUSINESS:

141/25 THAT Council approve the 2025 Operational Budget with total expenses of \$2,789,656.27 and total revenues of \$1,933,611.44, resulting in a projected surplus of \$856,044.83 as outlined in the operational budget attached hereto.

Moved by Councillor Miller

CARRIED

142/25 THAT Council approve the 2025 Capital Budget in the amount of \$166,495.80, as outlined in the capital plan document attached hereto.

Moved by Councillor Sax

CARRIED

143/25 THAT Council approve Administration proceeding with the update of the Asset Management Plan in order to prioritize future capital spending; and FURTHER THAT Council begin development of a multi-year Capital Plan to align with identified priorities.

Moved by Councillor Duke

CARRIED

144/25 THAT Council approves the donation request from the Last Mountain Lake Cultural Centre (LMLCC) in the amount of \$5,000 for the financial support of two upcoming exhibition (Sarah Cummings Truskowski and New Bedfellows: Quilt as Narrative).

Moved by Councillor Schultz

CARRIED

NEW BUSINESS:

145/25 THAT Council, following discussion with the CAO regarding meeting and budget highlights and clarification, accept and file the Joint Use Committee meeting minutes of March 31, 2025 and the 2025 Budget as presented.

Moved by Councillor Sax

CARRIED

146/25 THAT Council, following clarification of meeting highlights from Council board representative and discussion on better aligning the Board’s responsibilities with municipal objectives with the development of a draft bylaw to support this alignment, accept and file the Buena Vista Parks & Recreation Board meeting minutes of April 1, 2025.

Moved by Councillor Duke

CARRIED

147/25 THAT Council receives and files the following communications:

- Regional Bylaw Services – March 20 and April 2, 2025
- 2025 Education Property Tax Mill Rates

Moved by Councillor Sax

CARRIED

ADJOURNMENT:

THAT the Mayor Smith adjourn the meeting at 9:45 p.m.

Mayor

Acting Chief Administrative Officer

Village of Buena Vista
Balance Statement
For the Period Ending March 31, 2025

	<u>Current</u>	<u>Prior Year</u>
ASSETS		
Financial Assets		
Cash and Temporary Investments	2,263,986.55	1,843,688.97
Taxes Receivable - Municipal	3,110.47	7,565.20
Other Accounts Receivable	28,902.26	71,843.00
Land for Resale	18,443.05	18,443.05
Total Financial Assets:	2,314,442.33	1,941,540.22
LIABILITIES		
Accounts Payable	(9,400.65)	(9,148.34)
Utility Deposits	66,675.00	65,283.90
Deferred Revenue	(696.17)	(272.71)
Other Liabilities	9,368.36	31,677.35
Long-term Debt	1,679,204.67	1,679,204.67
Total Liabilities	1,745,151.21	1,766,744.87
NET FINANCIAL ASSETS		
	569,291.12	174,795.35
Non-financial Assets		
Prepayments and Deferred Charges	6,352.25	6,352.25
Other	6,066,683.47	6,066,683.47
Total Non-financial Assets:	6,073,035.72	6,073,035.72
NET ASSETS		
	6,642,326.84	6,247,831.07
MUNICIPAL POSITION		
Surplus		
Unappropriated Net Assets	5,617,364.26	5,221,973.19
Appropriated Net Assets	1,025,757.88	1,025,757.88
	6,643,122.14	6,247,731.07
	6,643,122.14	6,247,731.07

Village of Buena Vista
Income Statement
For the Period Ending March 31, 2025

	Current Budget	Current Actual	Prior Year Actual
Revenues & Other Conditional Revenues			
Taxes & Other Unconditional Revenue	1,869,350.00	(712.08)	(77.43)
Fees and Charges	11,010.00	6,444.26	1,977.25
Utilities	411,200.00	82,044.94	81,739.83
Conditional Grants	4,000.00		
Investment Income and Commissions	48,000.00	6,052.08	14,043.01
Other Revenues	71,980.00	19,703.00	20,145.20
Total Revenues & Other Conditional Revenue	2,415,540.00	113,532.20	117,827.86
Expenses			
General Government Services	434,810.00	131,595.77	130,064.81
Protective Services	105,360.00	324.36	2,503.92
Transportation Services	764,080.00	71,727.16	146,857.65
Environmental Health Services	303,050.00	17,088.93	47,285.07
Planning and Development Services	2,730.00	269.80	
Recreation and Cultural Services	81,520.00	(414.60)	1,289.09
Utility Services	504,210.00	22,581.10	27,127.04
Total Expenses:	2,195,760.00	243,172.52	355,127.58
Surp(Def) Rev over Exp before Oth Cap Contr	219,780.00	(129,640.32)	(237,299.72)
Change in Surplus	219,780.00	(129,640.32)	(237,299.72)
Accum. Surplus (Deficit), Beginning of Yr		5,747,004.58	5,459,272.91
Accum. Surplus(Deficit), End of Year	219,780.00	5,617,364.26	5,221,973.19

Village of Buena Vista
List of Accounts
Batch: 2025-00046 to 2025-00047

Bank Code - AP - AP-General Oper

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
11227	04/22/2025	Muir Barber Ltd.			
March 2025		580-410-100 - UT - Supplies - V	Drywall Plugs-hang sanitize	5.72	
		580-440-100 - UT - Supplies - V	Mortar Repair	22.40	
		530-410-100 - TS - Supplies - S	2" Galv Cap	5.05	
		580-440-100 - UT - Supplies - V	Nples/Inserts/Bshng/Adptr-f	47.42	
		580-440-100 - UT - Supplies - V	Cplngs/Straps -water drain :	20.21	
		580-440-100 - UT - Supplies - V	Adapter -Water Drain Syten	3.33	
		580-440-110 - UT - Supplies - V	Glue PVC Pipe -Water Drai	9.16	
		110-340-110 - GST Receivable -	Both Tax Code	5.35	
		900-110-110 - GST Paid	Both Tax Code	5.35 NL	118.64
11228	04/22/2025	Papa Geordies Gas & Grocery			
March 2025		510-410-140 - GG - Supplies - C	Office -Soap/Toilet Paper	20.64	
		530-400-110 - TS - Supplies - S	Shop -Coffee	17.98	
		530-425-111 - TS - Supplies - F	Fuel -Mar	500.83	
		580-410-100 - UT - Supplies - V	WTP -Lysol Wipes	17.57	
		110-340-110 - GST Receivable -	Both Tax Code	1.80	
		900-110-110 - GST Paid	Both Tax Code	1.80 NL	
		110-340-110 - GST Receivable -	GST Tax Code	25.03	
		900-110-110 - GST Paid	GST Tax Code	25.03 NL	583.85
			Total Computer Cheque:		702.49
				Total AP:	702.49

Village of Buena Vista
List of Accounts
Batch: 2025-00046 to 2025-00047

Bank Code - CC - CC - Credit Card

CREDIT CARD

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
042025 Apr 6	04/14/2025	Canadian Tire 530-425-112 - TS - Supplies -Ve	0W40 Engine Oil x2 5L-Doc	114.14	
		110-340-110 - GST Receivable	Both Tax Code	5.39	
		900-110-110 - GST Paid	Both Tax Code	5.39 NL	119.53
042025-001 INV200728	04/14/2025	HBI Office Plus Inc. 510-490-130 - GG- Supplies - O	Rcpt Printer -Office	492.37	
		510-410-140 - GG - Supplies - C	Rcpt Printer Ink-Office	216.49	
		110-340-110 - GST Receivable	Both Tax Code	33.45	
		900-110-110 - GST Paid	Both Tax Code	33.45 NL	742.31
042025-002 Apr 7/25	04/14/2025	Hordos Insurance Brokers Inc. 530-260-101 - TS - Cont - Drive	Driver Abstract -Arnold	15.00	15.00
042025-003 754096	04/14/2025	Regina Beach Service & Repair 530-420-100 - TS - Supplies - Ve	Oil Filters x3 -Dodge 2500	46.11	
		110-340-110 - GST Receivable	Both Tax Code	2.18	
		900-110-110 - GST Paid	Both Tax Code	2.18 NL	48.29
Total Credit Card:					925.13
Total CC:					925.13

Village of Buena Vista
List of Accounts
Batch: 2025-00046 to 2025-00047

Bank Code - EFT - EFT - Direct Deposit

WIRE TRANSFER

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
32 Apr 9/25	04/14/2025	Smith, Karen 510-410-200 - GG - Supplies - C 110-340-110 - GST Receivable 900-110-110 - GST Paid	SAMA AGM Fuel -Myr Smitl GST Tax Code GST Tax Code	26.30 1.32 1.32 NL	27.62
33 2503319	04/14/2025	Professional Bldg. Insp. Inc. 510-250-150 - GG - Cont - Build 110-340-110 - GST Receivable 900-110-110 - GST Paid	Bldg Inspection Fees -Mar GST Tax Code GST Tax Code	80.00 4.00 4.00 NL	84.00
34 2025-00039	04/14/2025	Town Of Regina Beach 540-200-115 - EH - Cont - Lago	Lagoon Proj Loan -Apr	5,696.31	5,696.31
35 G03189	04/14/2025	Bobcat of Regina 530-260-102 - TS - Cont - Equip	Bobcat -Extended Warranty	1,774.50	1,774.50
36 Mar 2025	04/14/2025	LMLCC 510-240-160 - GG - Cont - Don	LMLCC Donation	5,000.00	5,000.00
				Total Wire Transfer:	12,582.43
				Total EFT:	12,582.43

**Village of Buena Vista
List of Accounts**

Date Printed
04/16/2025 4:04 PM

Batch: 2025-00046 to 2025-00047

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Bank Code - OB - OB - Online Banking

ONLINE BANKING

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
042025 Mar 2025	04/14/2025	Gov of SK 210-210-190 - School #1 - Remi	EPT - Mar	8,221.94	8,221.94
042025-001 0008171687	04/14/2025	Loraas Disposal South Ltd. 540-200-130 - EH - Cont - Wast 540-210-300 - EH - Cont - Recy 110-340-110 - GST Receivable 900-110-110 - GST Paid	Waste Collection -Mar x3 Recylce Collection -Mar x3 GST Tax Code GST Tax Code	7,706.96 2,320.12 501.36 501.36 NL	10,528.44
042025-002 16850	04/14/2025	SUMA 510-140-330 - GG - Benefits - A 510-140-330 - GG - Benefits - A 530-130-130 - TS - Benefits - La 530-120-120 - TS - Benefits - Fc 510-130-230 - GG - Benefits - C 530-130-130 - TS - Benefits - La 510-130-230 - GG - Benefits - C 110-340-110 - GST Receivable 900-110-110 - GST Paid	Guillemin-Group Ben -May McConnell-Group Ben -May Neudeck, C-Group Ben -Ma Neudeck, J-Group Ben -Ma Pollock-Group Ben -May Warawa-Group Ben -May GBI Admin Fee -May GST Tax Code GST Tax Code	455.51 440.43 493.69 404.90 623.35 326.53 20.00 1.00 1.00 NL	2,765.41
042025-003 Mar 11-Apr 9	04/14/2025	SaskEnergy 530-300-110 - TS - Cont - Shop 510-300-110 - GG - Cont - Office 110-340-110 - GST Receivable 900-110-110 - GST Paid	Shop Energy - Mar11-Apr9 Office Energy - Mar11-Apr9 GST Tax Code GST Tax Code	218.21 96.28 15.72 15.72 NL	330.21
042025-004 March 27	04/14/2025	SaskPower 580-300-150 - UT - Cont - Well # 580-300-160 - UT - Cont - Well # 510-300-120 - GG - Cont - Office 530-300-120 - TS - Cont - Shop 570-340-110 - R&C - Cont - Con 580-300-170 - UT - Cont - Boos 530-310-200 - TS - Cont - Edge 570-310-110 - R&C - Cont - Rink 570-310-110 - R&C - Cont - Rink 110-340-110 - GST Receivable 900-110-110 - GST Paid 110-340-110 - GST Receivable 900-110-110 - GST Paid	Well #1 Power -Feb 26-Mar Well #2 Power -Feb 26-Mar Office Power Mar 14-Apr 14 Shop Power Mar 14-Apr 14 Concession Power Mar 14- Bstr Stn Power Mar 14-Apr Edgewood Power Mar 14-A Rink Power Mar 14-Apr 14 Rink Power Mar 14-Apr 14 Both Tax Code Both Tax Code GST Tax Code GST Tax Code	371.48 98.18 113.90 228.56 51.99 306.67 43.65 289.43 0.00 35.20 35.20 NL 37.95 37.95 NL	1,577.01
042025-005 Apr 13-May 13	04/14/2025	SaskTel 510-300-155 - GG - Cont - Office 530-300-130 - TS - Cont - Shop 510-300-140 - GG - Cont - Office 580-300-195 - UT - Cont - WTP 530-300-130 - TS - Cont - Shop 110-340-110 - GST Receivable 900-110-110 - GST Paid	Office Phone Apr 13-May 1: WTP Internet Apr 13-May 1 Office Fax Apr 13-May 13 WTP Phone Apr 13-May 13 Shop Phone Apr 13-May 13 Both Tax Code Both Tax Code	276.64 55.90 45.18 56.79 102.81 25.34 25.34 NL	562.66
042025-006 3500699	04/14/2025	Saskatchewan Health Authority 580-290-100 - UT - Cont - Labor 580-290-100 - UT - Cont - Labor	Water Samp-1050 Grand-A Water Samp-Bstr Stn-Apr9	21.90 21.90	

Village of Buena Vista
List of Accounts
Batch: 2025-00046 to 2025-00047

ONLINE BANKING

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
		110-340-110 - GST Receivable	GST Tax Code	2.20	
		900-110-110 - GST Paid	GST Tax Code	2.20 NL	46.00
			Total Online Banking:		<u>24,031.67</u>

Total OB: 24,031.67
Grand Total: 38,241.72

Certified Correct This April 16, 2025

Mayor

Administrator

Deposit Register

Pay group : 002 (Public Works)

Pay period : 08 (30Mar2025 to 12Apr2025)

Cheque date : 17Apr2025

Voucher No.	Pay Date	Emp. No.	Employee Name	Dept. No.	Amount
00000001	17Apr2025	020	Neudeck, Joel	004	2082.03
00000002	17Apr2025	024	Warawa, Lorne D	004	2054.60
00000003	17Apr2025	50	Arnold, Ian C.	003	1148.04

Pay Group Totals :

Number of Deposits:3

Total Amount of Deposits:5284.67

Deposit Register

Pay group : **004 (CAO & Assistant)**

Pay period : **07 (01Apr2025 to 15Apr2025)**

Cheque date : **15Apr2025**

Voucher No.	Pay Date	Emp. No.	Employee Name	Dept. No.	Amount
00000001	15Apr2025	026	Guillemin, Karen	002	1025.32
00000002	15Apr2025	040	Pollock, Melissa D.	001	2139.57
00000003	15Apr2025	047	McConnell, Catherine M.	002	1620.67

Pay Group Totals :

Number of Deposits:3
 Total Amount of Deposits:4785.56



ADMINISTRATION REPORT TO COUNCIL

April 22, 2025 Council Meeting

Melissa Pollock, Acting Chief Administrative Officer
April 4 - 17, 2025

Updates:

Completed work this period:

- CAO meetings, etc. with Public Works
- Audit
- Orientation with new employee
- Finalized Bobcat Lease with extension of insurance signed
- Contacting & meeting with Stockdales on SCADA program and well communication issues with the WTP
- Conversations with other companies regarding the activated alumina system at the WTP
- Drafting of Ball diamond rental agreement, Ball Association Agreement, Liquor Permit Approval Policy, Municipal Reserve Fund Policy & completed draft Parks & Rec Board bylaw
- April newsletter / postings on FB & website
- Work on Public Works Operational Calendar, etc.

Work Priority over the next two week:

- Drafting Council Procedures Bylaw and Remuneration policy
- May newsletter / Bylaw Buzz
- Planning meeting with Operations Coordinator to go over PW calendar of operations, etc.

Work Planning for this month & Upcoming Months:

- Performance Reviews with Administration staff
- Proposed Subdivision – rezoning/water study
- Bylaw updates drafted / Register with Bylaw Court
- Policies & Health & Safety Program
- Register names for landfill road (Dinu & Rose)
- Asset Management
- Violence Prevention/ Teamwork & Collaboration/ Conflict Resolution Training for all staff
- Complete electronic filing clean up/organization

In addition to above, keep in mind that all staff have routine, day-to-day activities such as answering calls, emails, collecting & processing payments, payroll, communications out to resident via FB, website & Voyent Alert, preparing council agendas & drafting minutes, signing of cheques, etc., meetings, accounts payable, office cleaning, bylaw enforcement as required, building permits, change of ownerships, tax certificates, cleaning of office, etc. that also consume a significant amount of time.



PUBLIC WORKS REPORT TO COUNCIL

April 22, 2025 Council Meeting

Melissa Pollock, Acting Chief Administrative Officer
April 4 – April 17, 2025

Updates:

Completed work this period:

- Thawing Culverts
- Grading of Highwood, Woodland, Pleasant Ave, Landfill Road and McNabb Road for Kinookimaw
- Repair of manhole in Edgewood
- Drainage issues attended to
- Plans of new culverts, basin, ditching at a couple noted locations
- Repair pavement to gravel road washouts
- Street sweeping
- Washing down of office building & clean up of Christmas lights, etc.
- Oil change in Dodge

Water Treatment Plant

- Water Turn On
- Training of Operations Coordinator on water testing, etc.
- Researching activated alumina filters and conversations/meetings
- Regular maintenance

Work Priority this week:

- Order new mower
- City trip to pick up compressor for WTP, whipper, etc. approved on budget to ensure all is ready for summer
- Maintenance of summer equipment

Work Planning for this month & upcoming months:

- Tree trimming along roadsides
- Install new speed signs on landfill road
- Two fire hydrants to be raised
- Fire hydrant installation – reschedule
- Well house fence
- Organize/plan curbstop repairs
- Complete ongoing training as time allows
- Curbstop Project – ongoing/will resume as soon as possible
- Violence Prevention/Teamwork & Collaboration/Conflict Resolution training for all staff
- Work on Health & Safety Program
- Mapping/exercising all water valves
- Work on SOP's for water breaks, etc. with CAO
- Organize shop, etc.

In addition to the above, keep in mind that all staff have routine, day-to-day activities such as daily water testing, well testing/checks, booster station, garbage collection, service requests, meetings/discussions with CAO, shop & WTP cleaning, maintenance on equipment/vehicles, and on-call duties that also consume a significant amount of time.



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	drOPs Maintenance Agreement

BACKGROUND:

The Village utilizes an activated alumina filtration system to reduce naturally occurring arsenic levels in the municipal water supply. Since the commissioning of the plant, this system has presented persistent challenges in terms of media performance, maintenance demands, and achieving consistent compliance with Drinking Water Quality Guidelines.

This issue has been known since the plant was first construction. Although operational adjustments have been made over the years to manage the situation, a long-term and sound solution is required to protect public health and ensure regulatory compliance.

The CAO and water operator have spoken with and consulted numerous companies and experts in recent weeks/months. After careful consideration, it is our professional opinion that drOPs is the most suitable choice. This company was instrumental in resolving nearly identical arsenic removal challenges at another Saskatchewan community's water treatment plant. In conversations with that municipality, they have since reported no further issues and highly recommended this company based on their successful results and practical expertise.

KEY CONSIDERATIONS

Recent water quality testing has shown that arsenic levels have approached the maximum allowable set by Health Canada. Continued non-compliance could result in health risks for residents and potential enforcement action from provincial regulators.

Engaging a qualified expert is essential to safeguard water quality and avoid the cost of more reactive or emergency measures in the future.

The cost of engaging this company would be additional to the operational budget that was just approved.

RECOMMENDATION

That Council authorize administration to enter into an agreement with drOPs for technical services related to the optimization of the activated alumina and arsenic removal system at the WTP.



drOPservice Maintenance Management Agreement

Between:

Drop Solutions Inc.
51 Ravine Dr
Saskatoon, SK, S7K 3V9
office@dropsolutions.ca
(hereinafter referred to as the "**Contractor**")

and

Village of Buena Vista
1050 Grand Ave, Buena Vista, SK, S2V 1A2
306-729-4385
(hereinafter referred to as the "**Customer**")

Services: The Contractor agrees to provide services to the Customer set forth in Schedule "A" (collectively, the "Services") at Customer's facility located in the community of **Buena Vista, SK**.

Fees: The Customer agrees to the payment schedule set forth in Schedule "B" at the rates set forth in Schedule "C".

Term: The term of this Agreement shall commence on the date executed and shall continue for **one** year from that date unless either party terminates this Agreement pursuant to Section 12 of Schedule "B".

Executed this _____ day of _____, 20_____.

Contractor:

Customer:

By:

By:

Name: **Dillon Petrucha, P. Eng.**

Name:

By:

Name:

Authorized Company Representative(s)

SCHEDULE "A"

Contractor Services:

- 1) System cleanings
 - a) One train cleaning per site service as required
 - b) Equipment can include
 - i) Multimedia Filters
 - ii) Greensand Filters
 - iii) Biological Filters
 - iv) Reverse Osmosis Membrane Systems
 - v) Degasser Systems
 - vi) Mineral Contactor Systems
- 2) Calibrations and verification of probes and analyzers as required
 - a) Maintenance on all equipment listed is performed each on site service
 - b) Equipment can include
 - i) Air release valves
 - ii) Automated valves
 - iii) Flow meters
 - iv) Pressure transmitters
 - v) Turbidity meters
 - vi) pH
 - vii) ORP
 - viii) Conductivity
 - ix) Air compressor
 - x) Chemical pumps
 - xi) Chlorine analyzer
- 3) System Performance Review
 - a) Completed on site with operator during each site service
- 4) Additional Site Service will be as needed at the rate in Schedule "C" Line 1
- 5) Remote Support
 - a) Weekly system monitoring
 - b) Quarterly performance reporting
 - c) Call-in support from daily from 7am to 7pm

SCHEDULE "B"

Terms and Conditions of the Services:

1) Workmanship

The Contractor agrees to perform all inspections and perform all calibrations in a competent and workmanlike fashion in accordance with standard industry practice.

2) Access to Equipment

The Customer will provide reasonable and safe access to the Premises and to all areas and equipment, including allowing the Contractor to stop and start equipment, as necessary to fulfill the terms of this Agreement.

3) Exclusions

For greater certainty, the Customer acknowledges that the following are outside the scope of the Services:

- a) Performance of any work identified by the Contractor in any Inspection Report, Monitoring Report or Review.
- b) Cost of all replacement parts and components.
- c) Cleaning chemicals.
- d) Calibration solutions.
- e) Work not included in the tasks listed in Schedule "A".
- f) Work necessitated by adjustment, repairs or alterations by parties not authorized by the Contractor.
- g) Any additional training not in the proposal which can be requested and be added with revised pricing.

4) Changes To Equipment

If the plant and/or equipment to be inspected at the Premises under this Agreement is changed in any material respect during the term of this Agreement, this Agreement shall be modified to incorporate such changes and the fee charged by the Contractor hereunder shall be adjusted accordingly.

5) Limitation of Liability

Except for Section 1 above, the Contractor makes no representations or warranties to the Customer, implied or express, including, but not limited to, those of merchantability, fitness for a particular purpose and accuracy. Subject to the terms of this Section 5, the Contractor's total liability, in the aggregate, to the Customer or any other person claiming by, through, or under the Customer for any claim, action, demand or cause of action arising out of or related in any way to this Agreement, shall not exceed the amount payable to the Contractor by the Customer for that portion of the Services subject the claim, action, demand or cause of action.

The Customer shall indemnify and hold harmless the Contractor, its directors, officers, employees and agents from all third party claims, actions, demands or causes of action (including reasonable legal fees) arising out of or related to the Customer's Premises, plant and equipment and the Customer's use thereof, or that relate to the performance or nonperformance of the Services, except to the extent that such third party claims arise due to the gross negligence or wilful misconduct of the Contractor.

In no event shall the Contractor be liable for indirect, consequential, exemplary, punitive, special or speculative damages of any type or character (including but not limited to loss of profit, use, contract, lease or production or increased costs) arising from or related in any way to this Agreement or the Services rendered whether or not such loss is foreseeable at the date hereof and irrespective of negligence and/or breach of duty, statutory or otherwise.

Except for the obligation to make payment of amounts owed hereunder, neither party shall be liable for delays due to unforeseeable causes or events beyond the reasonable control of the party affected. The party affected shall give the other party written notice within seven (7) days of the commencement of the cause and shall promptly resume performance upon the expiration of the cause or event. If a force majeure event causes an impact in cost or time of performance of the Services, an equitable adjustment shall be made that is mutually acceptable to both parties.

- a) Circumstances that may cause this could include but are not limited to:
 - i) failed equipment at the plant
 - ii) additionally required chemical cleaning
 - iii) work completed outside the scope of this document
 - iv) or possibly process changes that may be required at the water treatment plant.

6) Assessments

- a) Payment terms are Net 30 days from the date of invoice.
- b) The Contractor reserves the right to charge interest at 2% per month on overdue accounts (24% per annum).
- c) The Contractor reserves the right to withhold Services, without notice, if payment terms are not met until such time as delinquent amounts have been paid.

7) Notices

Any notices required hereunder shall be written and shall be sent either by email, mail, facsimile, courier or hand delivered to the parties at the addresses indicated herein on the first page hereof.

Drop Solutions Inc.

51 Ravine Dr, Saskatoon, SK, S7K 3V9

office@dropsolutions.ca

8) Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

9) Insurance

- a) At any and all times during the term of this Agreement, the Customer shall, at its own expense, carry with reputable insurance carriers, insurance of at least covering all risks insurance and, upon request, provide copies of such coverage to the Contractor.
- b) The types and amounts of insurance required herein shall in no way limit the Customer's indemnity obligations as stated elsewhere in this Agreement (unless otherwise limited under applicable law).

10) Entire Agreement

This Agreement embodies the entire agreement between the parties and no oral agreement or correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall require a written instrument duly executed by both parties.

11) Governing Law

As between the parties, all disputes, controversies, or claims arising out of or relating to this Agreement or the furnishing of work hereunder (collectively, a "Dispute"), including the validity, construction, enforcement, and interpretation of this Agreement, shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable thereto, excluding any conflicts of law principles.

12) Termination

All parties have the right to cancel this Agreement by giving not less than 30 days' prior written notice to the other party. At the time of notification, any outstanding fees shall be assessed and invoiced or refunded accordingly. Notwithstanding the foregoing, it is understood and agreed that all payment and indemnity obligations arising hereunder shall survive the termination or cancellation of this Agreement.

- a) The Contractor has the right to terminate this Agreement by giving not less than 30 days prior written notice to the other party.
- b) The Customer may terminate this contract at any time by providing written notice via email to office@dropsolutions.ca. Upon receipt of such notice, Customer shall be responsible for the payment of a termination fee equal to the remaining balance of the contract for the current contractual month. This termination fee shall be due and payable within 30 days of the date of the termination notice.

13) Arbitration

Any Dispute shall be resolved by final and binding arbitration pursuant to the provisions of the Arbitration Act (Saskatchewan).

14) Fees

- a) Refer to Schedule "C" for Fees
- b) Refer to Schedule "C" for Payment Schedule

15) Automatic Renewal

This contract shall automatically be renewed for successive **one-month** terms unless terminated in accordance with the 'Termination by Customer' clause of this agreement. Notwithstanding automatic renewal, Drop Solutions reserves the right to adjust rates at its discretion, provided that written notice of any rate increase shall be given to the Customer at least 90 days in advance of the expiration of the current contract term.

16) Rate Increase Notice

In the event of a rate increase, the Customer will have the option to accept the new rates or terminate this contract as per the 'Termination by Customer' clause. If Customer chooses to terminate the contract due to a rate increase, no termination fee will apply.

SCHEDULE "C"

Fees Payable to:

Drop Solutions Inc.

51 Ravine Dr

Saskatoon, SK, S7K 3V9, Canada

Item	Rate	Qty	Tax	Total
Site Support - Full day support - System instruments and analyzer calibrations and verifications - System cleaning support - System performance review	\$2,756.00	2	GST/PST	\$5,512.00
Remote Support - Annual support for: - 1 Train of Bio-logical Filtration Systems - \$125/month per train paid annually - Weekly system monitoring - Quarterly performance reporting - Call in support daily from 7am to 7pm	\$1,500.00	1	GST/PST	\$1,500.00
Subtotal				\$7,012.00
GST (5%)				\$420.72
PST (SK) (6%)				\$420.72
Total				\$7,783.32

Select Payment Schedule:

	Monthly payment (tax included)	\$648.61
	Quarterly payment (tax included)	\$1,934.58
	Annual payment (tax included)	\$7,783.32



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	Draft Bylaw No. 01/2025 A Bylaw of the Village of Buena Vista to Establish a Parks, Recreation & Culture Board

BACKGROUND:

The Parks & Recreation Board has been in existence since 1989. The Board plays a key role in managing, maintaining and improving municipal recreation facilities and programs. However, gaps in the current bylaw have resulted in:

- Lack of formal Council approval for projects, modifications, or expenditures beyond normal maintenance.
- Inconsistent communication between the Board and Council/Village, particularly regarding meeting minutes and decision-making.

PROPOSED AMENDMENTS

The updated bylaw will:

1. Require the Board to obtain Council approval before conducting work, adding assets, or making modifications to municipal parks and recreation facilities.
2. Clarify financial oversight, ensuring all significant expenditures, capital purchases, and external funding agreements receive prior Council approval.
3. Strengthen reporting requirements by mandating that:
 - The Council-appointed representative on the Board provides updates and answers questions on Board minutes at the next Council meeting after a Board meeting.
4. Formalize the administration of Saskatchewan Lotteries grant funding, ensuring compliance and transparency in fund allocation.

IMPACT AND BENEFITS

- Improved accountability – ensures Council oversight of major decisions & administrative/PW oversight of maintenance requirements, etc.
- Stronger controls – prevents unapproved commitments
- Enhanced communication – ensures Council is fully informed on Board activities
- Clearer governance structure – reduces ambiguity and ensures compliance with municipal regulations

RECOMMENDATION

That Council review and approve the updated Parks and Recreation Board Bylaw, ensuring the Board operates within a clear and accountable framework.

BYLAW NO. 01/2025

A BYLAW OF THE VILLAGE OF BUENA VISTA TO ESTABLISH A PARKS, RECREATION AND CULTURE BOARD

THAT the Council of the Village of Buena Vista, in the Province of Saskatchewan, enacts as follows:

1. **SHORT TITLE**

This Bylaw may be cited as the *Parks & Recreation Board Bylaw*.

2. **DEFINITIONS**

Whenever in this Bylaw the following words or terms are used, they shall, unless the context provides otherwise, be held to have the following meanings:

2.1. **Board** means the Parks & Recreation Board established and appointed pursuant to this bylaw;

2.2. **Council** means the Mayor and Councilors of the Village of Buena Vista that have been duly elected by *The Local Government Elections Act*;

2.3. **Municipality** means the corporation of the Village of Buena Vista and the area of land over which it has jurisdiction;

2.4. **Program** means any organized activity, event, educational or initiative related to parks, recreation, sport, culture or community well-being that is developed, coordinated, or supported by the Board;

2.5. **Recreation Facilities** includes parks, playgrounds, sports fields, trails, community centers, and any other facilities designated for recreational use; and

2.6. **Saskatchewan Lotteries Grant** refers to funding provided through the Saskatchewan Lotteries Community Grant Program, which supports local sport, culture, and recreation initiatives.

3. **ESTABLISHMENT AND COMPOSITION OF THE BOARD**

3.1. The Board shall consist of a minimum of seven (7) members, and no more than twelve (12), to be appointed by resolution of Council, annually in December including:

- a) Two (2) members of Council, appointed by resolution, to serve on an alternating delegation basis; and
- b) Property owners of the Municipality with an interest in recreation, sport, culture and community development;

3.2. The seat of a member of the board shall become vacant upon the receipt of a written notice of resignation to the secretary.

3.3. If a member no longer meets the requirements in Section 3.1, their position will automatically be considered vacant.

- 3.4. The secretary shall bring to the attention of the Council at its next regular meeting, any vacancies as they arise.
- 3.5. The Board shall elect one (1) member as Chairperson, one (1) Board member as Secretary, and one (1) Board member as Treasurer from members of the Board.

4. FUNCTIONS OF THE BOARD

- 4.1. The Board shall be responsible for:
 - a) Planning, promoting, and implementing recreational programs and events for residents of all ages;
 - b) Managing and maintaining designated municipal recreation facilities and parks in collaboration with the Municipality;
 - c) Identifying opportunities for facility improvements, and new recreational spaces;
 - d) Establishing partnerships with community groups, schools, and local organizations to enhance recreational, cultural or educational offerings;
 - e) Facilitating volunteer opportunities and community engagement in recreational activities; and
 - f) Providing input into the Municipality's long-term recreation and parks planning.

5. POWERS AND DUTIES OF THE BOARD

- 5.1. The Board shall:
 - a) Advise Council on matters related to parks and recreation;
 - b) Develop and implement programs and initiatives to enhance community recreation;
 - c) The Board shall submit a copy of its assessment of the recreation needs and its yearly goals and objectives to Council before February 1st of each year;
 - d) Manage municipal recreation facilities in accordance with Council policies;
 - e) Prepare an annual budget for review and approval by Council;
 - f) The Board shall before March 1/April 30th of each year, prepare a budget, being an estimate of its proposed revenues and expenditures for the current calendar year operations; and
 - g) Seek and apply for grants, sponsorships, and donations for parks, recreation and cultural projects.
- 5.2. The Board shall within its budgetary allotment initiate various programs for the following facilities:
 - a) Dobson Heritage Park (skating rink & shack, disc golf course);
 - b) Buena Vista Heritage Park and Ball Diamonds;
 - c) Sandy Beach;
 - d) Buena Vista Beach; and
 - e) Two (2) gateways and office frontage.

- 5.3. The Board shall advise in the management and operation of programs and the following facilities:
- a) Dobson Heritage Park (skating rink & shack, disc golf course);
 - b) Buena Vista Heritage Park and Ball Diamonds;
 - c) Sandy Beach;
 - d) Buena Vista Beach; and
 - e) Two (2) gateways and office frontage.
- 5.4. The Board may advise or make recommendations to Council with respect to improvements or extension to the municipal recreation facilities.
- 5.5. Council Approval Requirements:
- a) The Board must obtain approval from Council before initiating any of the following:
 - Conducting new work on municipal parks or recreation facilities (e.g., repairs, landscaping, new installations);
 - Adding, removing, or modifying any structure, equipment, or amenity (e.g., playground equipment, benches, lighting, fencing, etc.);
 - Entering into agreements with third parties for work, maintenance, or funding related to recreation facilities;
 - Making capital purchases or significant expenditures beyond the approved budget.
 - b) All proposals for work, modifications, or projects must be submitted to **Administration/Council** in writing for review and approval before proceeding.

6. FINANCIAL ADMINISTRATION

- 6.1. The Board is authorized to maintain a bank account for the management of funds related to parks, recreation, and programs, subject to the following conditions:
- a) The account shall be held at a recognized financial institution within Saskatchewan;
 - b) All funds received through fundraising, grants, user fees, and donations shall be deposited into this account;
 - c) All expenditures shall align with the approved budget and financial policies established by the Municipality;
 - d) The Board shall designate at least two (2) signing authorities;
 - e) Financial records shall be maintained and subject to audit by the Municipality or an external auditor appointed by Council.
 - f) The Board shall submit quarterly financial statements to the Council for review; and
- 6.2. All funds allocated to, raised by, or intended for the Board in excess of **\$20,000** shall be held in trust by the Municipality in a designated reserve account.
- 6.3. Any reserve funds must be accessed through a Reserve Funding Requestion Form, to be submitted by the Board and approved by Council.

- 6.4. Similarly, the Board may request that surplus or dedicated funds be deposited into the municipal reserve account by submitting a completed Reserve Funding Request Form to the Municipal Office.

7. SASKATCHEWAN LOTTERIES GRANT ADMINISTRATION

- 7.1. The Board shall be responsible for applying for the Saskatchewan Lotteries Community Grant on behalf of the Municipality.
- 7.2. The Board shall:
 - a) Complete and submit the application in accordance with the Saskatchewan Lotteries guidelines and deadlines;
 - b) Ensure that funding is allocated to eligible sport, culture, and recreation programs in compliance with grant requirements;
 - c) Maintain detailed records of grant expenditures and ensure proper financial accountability;
 - d) Submit a final report to Saskatchewan Lotteries as required, detailing the use of funds and program outcomes; and
 - e) Provide Council with an annual report on the administration and impact of the grant.
- 7.3. The Municipality shall receive the Saskatchewan Lotteries grant funds and issue a cheque to the Board upon receipt.
- 7.4. All grant funds shall be deposited into the Board's bank account and used solely for approved recreation programs and services.

8. MEETINGS AND REPORTING

- 8.1. The Board shall meet at least four (4) times per year, with additional meetings as required at a time and place, as set by resolution, of the Board at the first meeting of the Board each year.
- 8.2. A quorum shall consist of three (3) members.
- 8.3. The secretary shall at the request of the Chairperson or one-third of the members call a special meeting at a date specified in the request.
- 8.4. All members of the Board present shall vote on each question.
- 8.5. The Chairperson shall preside at all meetings.
- 8.6. If the Chairperson should be unable to attend the meeting, a designate will be appointed.
- 8.7. All actions of the Board shall be entered in a minute book, to be kept for that purpose and signed by the presiding officer and the secretary.
- 8.8. Copies of the minutes shall be presented to Council, at the first meeting, following the Board meeting. Those items that require the action of the Council or require a decision shall be so noted.
- 8.9. The Treasurer shall make a financial report at each Board meeting and reports will be forwarded to Council.

- 8.10. The Council-appointed representative shall present the Board’s meeting minutes, provide updates to Council and answer any questions regarding the Board’s minutes.
- 8.11. The Board shall prepare and submit an annual report of all the activities of the Board to the last regular Council meeting of the year.
- 8.12. The Board shall submit an annual report to Council detailing its activities, financial status, and recommendations for future initiatives.

9. ENFORCEMENT AND COMPLIANCE

- 9.1. Failure to comply with this Bylaw may result in Council taking corrective action, including:
 - a) Suspension or revocation of the Board’s authority to conduct projects or financial transactions;
 - b) Requiring any unapproved modifications to be removed or restored to their original condition at the Board’s expense.
- 9.2. The Municipality reserves the right to review and audit the Board’s financial and operational records at any time.

10. DISSOLUTION

- 10.1. If the Board is dissolved, all remaining assets, funds, and liabilities shall be transferred to the Municipality.

11. TRANSITIONAL, REPEAL AND COMING INTO FORCE

- 11.1. Bylaw No. 1/89 and Bylaw No. 6/11 are hereby repealed.
- 11.2. This Bylaw shall come into force on the day of its final passing.

Mayor

Administrator

INTRODUCED AND READ a first time this ___ day of _____, 2025.
 READ a second time this ___ day of _____, 2025.
 READ a third time and adopted this ___ day of _____, 2025.



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	Municipal Reserve Fund Policy

PURPOSE

To present to Council a draft Reserve Fund Policy for consideration and approval, establishing guidelines for the creation, management and use of municipal reserves.

BACKGROUND

Municipal reserves are essential for maintaining financial stability, funding capital projects, managing risk, and supporting long-term planning. A reserve fund policy has been drafted to provide clarity, transparency, and accountability in how reserve funds are accumulated, tracked, and accessed. The policy is intended to align with best practices and legislative requirements under *The Municipalities Act*.

KEY CONSIDERATIONS

- Establishes formal definitions and types of reserves
- Requires that all reserves be established by Council resolution
- Outlines conditions under which funds can be deposited into or withdrawn from reserves
- Introduces a Reserve Fund Request form process for committees of Council (Parks & Rec board) to request funds
- Assigns oversight responsibility to the CAO, with annual reporting to Council
- Supports long-term financial planning and fiscal sustainability.

IMPLICATIONS

- Ensures that reserve funds are used responsibly and only for their intended purpose
- Improves transparency and internal controls over financial resources
- May require updates to internal processes and training for committees of Council
- Helps prepare the municipality for unexpected costs, future projects, and infrastructure renewal.

RECOMMENDATION

That Council review and make suggestions to the Reserve Fund policy and implement the policy.



VILLAGE OF BUENA VISTA Policy

Department:	Fiscal Services	Policy No.: 04-2025	Resolution: ___/25
Title:	<u>MUICIPAL RESERVE</u>	Effective Date:	April 2025
	<u>FUNDS</u>	Last Review Date:	
Next Review Date:	April 2026	Revision Date:	

PURPOSE

1. To establish consistent principles and procedures for the creation, management, and use of municipal reserves. Reserves provide financial stability, support long-term planning, and ensure that funds are available for specific future needs without placing sudden pressure on taxpayers.

DEFINITIONS

2. **Reserves** mean an allocation of accumulated surplus set aside for a specific purpose by Council resolution;
3. **Operating Reserve** means funds set aside for operational contingencies or unforeseen events;
4. **Capital Reserve** means funds designated for the purchase, replacement, or major repair of tangible capital assets;
5. **Restricted Reserve** means a reserve that is established for a specific purpose and cannot be used for other purposes, unless Council approves; and
6. **Unrestricted Reserve** means a reserve that is established for general use at the discretion of Council.

POLICY STATEMENTS

7. Establishment of Reserves
 - a) Reserves shall be established by Council through a resolution.
 - b) The purpose and conditions for use of each reserve shall be clearly defined.
8. Reserve Contributions
 - a) Contributions may be made to reserves through annual budget allocations, surplus funds, or through third-party revenues, such as grants.
 - b) Reserve contributions shall be reported annually in the audited financial statements.

9. Use of Reserves

- a) Funds from reserves may only be used for their intended purpose.
- b) Contributions and withdrawals require Council approval through resolution and shall follow the formal request process by completing the Reserve Funding Request attached hereto as Form A.
- c) Any group, board or committee of Council requesting reserve funds shall submit the Reserve Funding Request.

OVERSIGHT AND ADMINISTRATION

- 10. The Chief Administrative Officer (CAO) is responsible for tracking reserve balances and ensuring compliance with this Policy.
- 11. Reserve balances shall be reviewed and reported to Council annually as part of the budget process.

MINIMUM AND MAXIMUM BALANCES

- 12. Council may set minimum or maximum target balances for certain reserves to ensure financial sustainability.
- 13. Excess funds in a reserve may be redirected by Council resolution, following a financial review.

POLICY REVIEW

- 14. This policy is subject to change at any time; and shall be reviewed annually and be amended as, and when, amendments to legislation and/or policies necessitate amendments.

COMING INTO FORCE

- 15. This Policy shall come into force on the day of adoption by Council.

Mayor

SEAL

Chief Administrative Officer



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	Ball Association Use Agreement

BACKGROUND:

The Village has historically allowed informal access to the ball diamonds by local groups, including the minor ball association, without a written agreement in place. While this arrangement has worked in the past, increased interest from other groups and growing usage require a more structured and accountable approach.

KEY ISSUES

1. No Existing Agreement
 - No formal terms have governed the use of municipal facilities, leading to unclear responsibilities, access concerns, and a lack of accountability for maintenance and scheduling.
2. Increased Demand
 - Other community members and groups are now expressing interest in using the ball diamonds. Without an agreement, it becomes difficult to coordinate and prioritize fair access.
3. Liability and Risk
 - A written agreement ensures all users provide appropriate liability insurance, protecting the municipality in the event of an accident or property damage.
4. Maintenance Clarity
 - The agreement clearly outlines who is responsible for what, preventing misunderstandings and ensuring fields remain in usable condition.
5. Facility Access and Security
 - By formalizing key access, maintenance and expectations, and prohibiting unauthorized changes (e.g., changing the locks so the Village has no access – happened last year when PW needed in to get the building prepped for winter after turning the water off), the agreement helps secure municipal property while ensuring the Village retains control of its assets.

RECOMMENDATION

Implementing this agreement provides legal protection, establishes fairness, and helps preserve the long-term condition of the facility. It also gives administration the tools needed to manage increasing demand and ensure shared access among all community users, as well as giving PW clear expectations of their duties.

PURPOSE

To seek Council's direction on whether they wish to participate in the upcoming Canada Parade and, if so, in what capacity.

OPTIONS FOR CONSIDERATION

Would Council like to participate as a group, or should representation be limited to the Mayor and/or designated member?

Would Council like to continue pulling the Parks & Rec float?



**MUNICIPAL FACILITY USE AGREEMENT
BETWEEN:**

THE VILLAGE OF BUENA VISTA
(Hereinafter referred to as “The Village”)

AND

SOUTH SHORE BALL ASSOCIATION
(Hereinafter referred to as “User”)

SERVICE AGREEMENT

WHEREAS the Village is the owner and operator of certain public facilities including the Ball Diamonds at Heritage Park; and

WHEREAS the User has requested permission to use said facility for the purpose of minor ball practices and games **on the dates and times set out** in this Agreement; and

WHEREAS the Village desires to allow such use subject to the terms and conditions contained herein in order to promote responsible use and management of public facilities;

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

1. GRANT OF PERMISSION

The Village hereby grants the User permission to use the Heritage Park Ball Diamonds including the following areas:

- Ball Diamonds
- Concession Building
- Washrooms
- Storage Area
- Batting Cage

for the period commencing on the ____ day of April 2025 and ending on the ____ day of _____, 2025, for the purposes described herein and at times as scheduled and approved by the Municipality.

2. MAINTENANCE AND USE

- a. The User shall be responsible for the general maintenance of the facility during the term of use, including:
 - Grass cutting and upkeep of the ball field within the fenced area.
 - Cleaning of the concession, washrooms, and storage area after each use.
 - Maintain, and purchase bathroom supplies.
 - Use of patio area, including maintaining picnic tables.
 - Monitoring the septic tank regularly to prevent overflows or damage. The User is not permitted to contact septic service providers directly. All requests must be submitted to the Village Office by phone or email.
 - Regularly inspecting and filling gopher holes within the fenced playing field area to ensure player safety or implementing control measures as needed.
- b. The Village shall:
 - Maintain areas outside the fenced field.
 - Provide garbage collection from designated bins.
 - Ensure public utilities and facility upkeep outside the scope of User maintenance.
 - Be responsible for arranging and covering the costs of required septic pump-outs
 - Providing suitable fill material for gopher holes. Where the budget allows, the Village may share in costs of additional gopher control services at its discretion.
- c. The User shall submit a schedule of intended facility use no less than thirty (30) days prior to the season start for approval by the Village. Any changes to the schedule (including added, cancelled, or rescheduled practices, games or events) must be communicated to the Village Office at least forty-eight (48) hours in advance, where possible. This ensures that:
 - The Village is aware of who is using the facility at any given time.
 - Conflicts with other booking or maintenance can be avoided.
- d. The Village reserves the right to rent the facility to other individuals or groups when not in use by the User. The Village shall make reasonable efforts to avoid scheduling conflicts.

3. ACCESS AND SECURITY

- a. The Village shall provide the User two (2) keys to access the agreed areas.
- b. The User shall not duplicate keys upon expiration or termination of this Agreement.
- c. The User shall not change locks, install additional security devices, or otherwise impede access to the facility by the Village at any time. The Village reserves the right to

enter the facility at its discretion for inspection, maintenance, or other municipal purposes.

- d. The User shall be responsible for ensuring secure access to the facilities during and after use, including locking doors and securing equipment.

4. **INSURANCE AND INDEMNITY**

- a. The User shall obtain and maintain general liability insurance in an amount not less than \$2,000,000 per occurrence, naming the Village as an additional insured.
- b. Proof of such insurance in the form of a valid certificate shall be provided to the Village prior to the first date of use annually.
- c. The User agrees to indemnify, defend and hold harmless the Village, its elected officials, employees, and agents from and against all claims, liabilities, damages, costs or expenses arising out of or related to the User's use or occupation of the facility, except where such claims arise solely from the gross negligence or willful misconduct of the Village.

5. **COMPLIANCE WITH LAWS**

The User agrees to comply with all applicable Village bylaws, provincial and federal legislation, and health and safety regulations during their use at the facility.

6. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice. The Village may terminate this Agreement immediately if, in its sole discretion, the User breaches any terms of this Agreement or causes damage to the facilities or disruption to public safety.

7. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, negotiations, or representations, whether oral or written.

8. **CHANGE IN ASSOCIATION REPRESENTATION**

In the event that the primary contact person/president/executive of the South Shore Ball Association changes during the term of this Agreement, the User shall immediately notify the Village. A new authorized representative shall be required to review and re-sign this Agreement to confirm their understanding of and commitment to its terms and

conditions. Failure to do so may result in the suspension or termination of facility access until such time as the Agreement is re-executed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

SIGNED on behalf of the Village of Buena Vista

Chief Administrative Officer

Date

SEAL

SIGNED on behalf of the South Shore Ball Association

Name

Title/Position

Date



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	Ball Diamond Rental Agreement

PURPOSE

To present to Council the development and proposed implementation of a standardized Rental Agreement for individuals or groups wishing to use the Village ball diamonds for practices, games, tournaments, or special events, and to seek Council's direction on the potential implementation of rental fees.

BACKGROUND

The Village has received requests from residents/external groups to use the ball diamond. In the absence of a formal rental process or agreement, staff currently lack the tools to effectively manage scheduling, enforce responsibilities, or ensure consistent and fair access to the facility.

KEY CONSIDERATIONS

1. Standardized Access Process
 - A rental agreement provides a consistent application and scheduling process for all users.
2. Liability and Insurance
 - A signed agreement and proof of insurance help mitigate municipal risk in the event of injuries, property damage, or disputes.
3. Facility Use and Maintenance
 - The agreement clarifies user responsibilities for cleanup, field care, and appropriate use, helping preserve the condition of the facility.
4. Growing Demand
 - With more individuals and organizations seeking to use the diamond, including for private practices and events, it is important to formalize how space is allocated and managed.
5. Municipal Oversight and Security
 - The agreement supports proper access control and ensures the Village is aware of all planned activities.

SUGGESTED FEE SCHEDULE CONSIDERATION / FOR DISUSSION

User Type	Fee Per Use	Fee Per Day	Notes
Local Minor Sports Teams	\$10	\$25	For practice or game use
Adult Teams/Leagues	\$25	\$50	
Private Tournaments/Events	\$50	\$100	Full-day exclusive use
Non-Profit Community Groups			May be waived or reduced
Security Deposit (refundable)			For damage/clean-up assurance

OPTIONS FOR CONSIDERATION

Would Council like to implement a rental fee for the use of the ball diamond? A fee would help offset the cost of garbage collection, grounds maintenance, and administration. Council may also consider waiving fees for local youth organizations (Ball Association) or specific community events.

RECOMMENDATION

That Council endorse the implementation of the Rental Agreement for all ball diamond users, and provide direction on whether a rental fee structure should be adopted.



MUNICIPAL FACILITY USE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025.

BETWEEN

THE VILLAGE OF BUENA VISTA
(Hereinafter referred to as "The Village")

AND

[RENTER OR ORGANIZATION NAME]
(Hereinafter referred to as "Renter")

1. RENTER INFORMATION

Name of Renter/Group: _____
Primary Contact: _____
Phone Number: _____
Email: _____

2. RENTAL DETAILS

Date(s) of Use: _____
Time(s) of Use: _____
Purpose of Rental: _____
Expected Attendance: _____

3. FACILITY ACCESS

This rental includes access to the following (check if applicable):

- Ball Diamond 1 (small)
- Ball Diamond 2 (big)
- Washrooms
- Concession
- Picnic Tables & patio area
- Key – must be picked up from the Village Office and returned the next business day after rental

4. RENTAL FEE

Fee payable prior to the event (check applicable rate):

- Local Individual/Non Profit: \$25
- Adult Team/Event:
- Full-Day Tournament: \$100
- Damage/Cleanup Deposit (refundable): \$200

Total paid: \$ _____ Receipt No: _____

5. INSURANCE, LIABILITY & ALCOHOL USE

- The Renter must provide proof of liability insurance naming the Village of Buena Vista as an additional insured.
- The Renter agrees to indemnify and hold harmless the Village from any and all claims arising from use of the facility.
- Alcohol is strictly prohibited unless the Renter obtains a valid Special Occasion Liquor Permit from the Saskatchewan Liquor and Gaming Authority (SLGA) and provides a copy to the Village prior to the event (see Obtaining
- If alcohol is served, the Renter must also ensure adequate event insurance is in place that covers liquor liability.
- The Village reserves the right to deny or revoke alcohol-related approvals if deemed unsafe or inappropriate.
- Use is at the Renter’s own risk. The Village is not responsible for injury, damage, or loss

6. RENTER RESPONSIBILITIES

- Ensure all garbage is collected and disposed of in the bins provided
- Report any damage immediately to the Village Office
- Music and noise must comply with local bylaws
- Facilities must be left in clean, usable condition

- No unauthorized vehicle access on grassed or field areas

7. CANCELLATIONS

- Cancellations must be submitted in writing at least twenty-four (24) hours before the scheduled time for a refund (if applicable).
- The Village reserves the right to cancel the booking due to maintenance, weather or field conditions. Refunds will be provided if the cancellation is initiated by the Village.

8. DECLARATION

I have read and agree to the terms of this Rental Agreement.

SIGNED on behalf of the Renter

Name

Date

SIGNED on behalf of the Village of Buena Vista

Chief Administrative Officer

Date



VILLAGE OF BUENA VISTA

Briefing Note

To:	Mayor and Council
Date:	April 22, 2025
Subject:	Liquor Permit Approval

PURPOSE

To present a draft Liquor Permit Approval Policy for Council's review and consideration.

BACKGROUND

The Saskatchewan Liquor and Gaming Authority (SLGA) requires written municipal approval before issuing a Special Occasion Permit (SOP) for:

- Outdoor events, even on private property
- Events held on municipal property (ball diamonds, parks)
- Larger gatherings where alcohol will be served

Currently, the Village does not have a formal process or policy in place to manage these requests. Without clear guidelines, approvals may be inconsistent or leave the Village at risk for liability or public safety concerns.

KEY CONSIDERATIONS

1. Ensure due diligence: The Village must verify that events involving alcohol are safe, insured, and compliant with municipal regulations.
2. Standardize approvals: A consistent, transparent process protects the municipality and ensures fairness for all users.
3. Reduce liability: By requiring insurance and oversight, the Village can mitigate risks associated with alcohol-related incidents.
4. Support compliance with SLGA: SLGA will not approve certain permits without formal municipal approval.
5. Clarify expectations: Both event organizers and staff benefit from a clear understanding of responsibilities and documentation.

RECOMMENDATION

That Council approve and adopt the Liquor Permit Approval Policy to accompany future rental and event requests involving alcohol.



VILLAGE OF BUENA VISTA Policy

Department:	General Government	Policy No.: 03-2025	Resolution: ___/25
Title:	<u>LIQUOR PERMIT</u>	Effective Date:	April 2025
	<u>APPROVAL</u>	Last Review Date:	
Next Review Date:	April 2026	Revision Date:	

PURPOSE

1. To establish clear procedures and responsibilities when individuals or groups request municipal approval for a Special Occasion Liquor Permit (SOP) for events held on municipal property or within the municipality that require such approval under Saskatchewan Liquor and Gaming Authority (SLGA) regulations.

SCOPE

2. This Policy applies to all events:
 - a) Held on municipal property (e.g., ball diamonds, parks)
 - b) Held outdoors within municipal boundaries
 - c) Requiring a Special Occasion Permit (SOP) as determined by the Saskatchewan Liquor and Gaming Authority (SLGA).
 - d) Requesting municipal approval as part of the SOP process.

POLICY STATEMENT

3. The Village of Buena Vista may support the safe and lawful use of alcohol at approved events. Municipal approval is required before the SLGA will process an SOP for applicable events. All event organizers must meet the municipality's conditions to receive this approval.

REQUIREMENTS FOR APPROVAL

4. Organizers must submit the following to the Village Office at least fourteen (14) days prior to the event:
 - a) A completed Municipal SOP Approval Request Form;
 - b) A copy of the event plan or site map;
 - c) Proof of liability insurance naming the Village as additional insured (if alcohol is served);
 - d) Draft copy of the SLGA SOP application (if applicable).
5. Approval will be conditional upon:

-
- a) Event location suitability and compliance with municipal bylaws;
 - b) No conflicts with other facility bookings or operations;
 - c) Confirmation that all municipal fees are paid (if applicable);
 - d) Adequate public safety measures (e.g., security, fencing if needed).

PROCESS

6. **Submission:** The event organizer submits all required documents to the Village Office.
7. **Review:** Administration reviews the request for compliance with this Policy and municipal regulations.
8. **Decision:** The Chief Administrative Officer (CAO) may approve the request or refer it to Council if deemed necessary.
9. **Approval Letter:** If approved, a signed municipal approval letter is issued to the applicant to submit with their SLGA application.

CONDITIONS OF USE

10. If alcohol is permitted on municipal property:
 - a) Only the individual or organization listed on the SOP may serve alcohol;
 - b) The sale or service of alcohol shall comply with SLGA permit conditions;
 - c) The Renter is responsible for:
 - Clean-up and garbage removal;
 - Ensuring underage and intoxicated individuals are not served;
 - Adhering to the Village's Facility Rental Agreement;
 - d) The Village reserves the right to revoke permission if the event poses a risk to public safety or property.

ENFORCEMENT

11. Failure to comply with this Policy may result in:
 - a) Revocation of event approval;
 - b) Denial of future use of municipal facilities; or
 - c) Possible involvement of law enforcement or SLGA.

POLICY REVIEW

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12. This policy is subject to change at any time; and shall be reviewed annually and be amended as, and when, amendments to legislation and/or policies necessitate amendments.

COMING INTO FORCE

13. This Policy shall come into force on the day of adoption by Council.

Mayor

SEAL

Chief Administrative Officer

SPECIAL OCCASION PERMIT -MUNICIPAL APPROVAL REQUEST – Form ‘A’

APPLICANT INFORMATION

Name of Organization/Individual: _____

Primary Contact Name: _____

Email: _____

Phone Number: _____

EVENT INFORMATION

Type of Event: Tournament Fundraiser Private Party Other: _____

Date(s) of Event: _____

Time: From _____ to _____

Location of Event: _____

Estimated Attendance: _____

Is the event outdoors? Yes No

Will alcohol be sold or served? Yes No

Is admission charged or alcohol sold separately? Yes No

REQUIRED ATTACHMENTS AS PART OF YOUR APPLICATION

- Site map of event location
- Draft copy of SLGA SOP application (if available)
- Proof of liability insurance (naming the Village as an additional insured)
- Copy of facility rental agreement (if applicable)

APPLICANT DECLARATION

I understand that approval from the Village is required before applying to SLGA. I agree to comply with all SLGA regulations and the Village’s approval requirements.

Signature: _____ Date: _____

OFFICE USE ONLY

Received in Office Date: (month/day/year) / / /	Received By:
Date Approved / Not Approved: (month/day/year) / / /	: