

COUNCIL PRESENT:

Reeve	Tom S. Hougham
Division 1	Leonard Larre
Division 2	Carri Zeller
Division 3	Owen Fischer
Division 4	Ronald Gory
Division 5	Gay Noeth
Division 6	Evan Priest

STAFF PRESENT:

Allison Roschker, Chief Administrative Officer  
Crystal Schaan, Finance Officer  
Dan Fedirko, Public Works @ 10:16 a.m.  
Aaron Neilly, Infrastructure Manager @ 10:16 a.m.

DELEGATES:

Jack Lee, Saskatchewan Public Safety Agency @ 1:14 p.m.  
Walter Gobert, EMO Co-ordinator @ 11:24 a.m.

CALLED TO ORDER:

9:03 a.m. The Regular Meeting was called to order by Reeve Hougham.

1-1 FEBRUARY 22, 2023 AGENDA ADDITIONS:

2023-02-22-001 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves adding the following to the February 22, 2023 Agenda:

- Walter Gobert, EMO Co-ordinator as Delegate
- 13-6 Paradise Hill Care Home funding

Carried

1-1 FEBRUARY 22, 2023 AGENDA:

2023-02-22-002 FISCHER: That the R.M. of Frenchman Butte No. 501 Council approves the February 22, 2023 Agenda to be used as a guideline.

Carried

2-1 FEBRUARY 8, 2022 MINUTES:

2023-02-22-003 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the February 08, 2023 minutes as presented.

Carried

IN-CAMERA:

2023-02-22-004 LARRE: That the R.M. of Frenchman Butte No. 501 Council moves in-camera to discuss human resources as authorized by the legislative authority of *The Municipalities Act* Section 120 including the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*.

Carried

OUT-OF-CAMERA:

2023-02-22-005 NOETH: That the R.M. of Frenchman Butte No. 501 Council rises from the in-camera discussion.

Carried


5-1 PAYROLL- PP2023-04:

2023-02-22-006 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the payroll accounts for the pay period **January 29, 2023 – February 11, 2023. Authorization #402 direct deposit dated February 17, 2023 totaling \$36,556.67**

Further, that a schedule of these payments be annexed to and form part of these minutes as **Appendix A Salaries and Wages January 29, 2023 – February 11, 2023.**

Carried

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
CAO

5-2 ACCOUNTS – FEBRUARY 22, 2023:

2023-02-22-007 GORY: That the R.M. of Frenchman Butte No. 501 Council approves the following payments dated February 22, 2023.  
• 31187 to 31215 Totaling \$87,397.85  
Carried

RECESS MEETING:

2023-02-22-008 NOETH: That the R.M. of Frenchman Butte No. 501 Council recess  
10:03 a.m. for a 10 minute break.  
Carried

RECONVENED MEETING:

10:15 a.m. The Regular Meeting of Council was reconvened by Reeve Hougham.  
  
10:16 a.m. Aaron Neilly and Dan Fedirko entered Council Chambers to discuss Public Works Report.

12-5 2023 TIRE PURCHASES:

2023-02-22-009 GORY: That the R.M. of Frenchman Butte No. 501 Council authorizes the purchase of twelve summer Grader tires from Northshore Tire in the amount of \$13,020.00 plus applicable taxes.  
Carried

6-2 CULVERT PURCHASES:

2023-02-22-010 PRIEST: That the R.M. of Frenchman Butte No. 501 Council authorizes the additional \$21,280.24 plus applicable taxes for the purchase of culverts for projects and inventory.  
Carried  
  
11:00 a.m. Aaron Neilly and Dan Fedirko left Council Chambers.

9-1.1 RIGHT OF ENTRY AGREEMENT – STEVEN AND DANELLE FINK NE-13-53-25-W3:

2023-02-22-011 FISCHER: That the R.M. of Frenchman Butte No. 501 Council enter into the *Grant of Right of Entry to Rural Municipality Agreement*, dated January 25, 2023 with Steven and Danelle Fink for the purpose brushing trees from property line on NE-13-53-25-W3 for road improvement.  
Carried

9-1.2 RIGHT OF ENTRY AGREEMENT – FINK FARMS INC. NW-13-53-25-W3:

2023-02-22-012 PRIEST: That the R.M. of Frenchman Butte No. 501 Council enter into the *Grant of Right of Entry to Rural Municipality Agreement*, dated February 7, 2023 with Fink Farms Inc. for the purpose brushing trees from property line on NW-13-53-25-W3 for road improvement.  
Carried

9-1.3 RIGHT OF ENTRY AGREEMENT – DARYL AND JUDY USENIK SE-24-53-25-W3:

2023-02-22-013 LARRE: That the R.M. of Frenchman Butte No. 501 Council enter into the *Grant of Right of Entry to Rural Municipality Agreement*, dated February 9, 2023 with Daryl and Judy Usenik for the purpose brushing trees from property line on SE-24-53-25-W3 for road improvement.  
Carried

9-1.4 RIGHT OF ENTRY AGREEMENT – JOHN AND BONNIE MIDGLEY SW-24-53-25-W3 AND NE-14-53-25-W3:

2023-02-22-014 ZELLER: That the R.M. of Frenchman Butte No. 501 Council enter into the *Grant of Right of Entry to Rural Municipality Agreement*, dated February 10, 2023 with John and Bonnie Midgley for the purpose brushing trees from property line on SW-24-53-25-W3 AND NE-14-53-25-W3 for road improvement.  
Carried

  
Reeve

  
CAO

9-2 BORROW AGREEMENT DARYL AND JUDY USENIK SE-24-53-25-W3:

2023-02-22-015 FISCHER: That the R.M of Frenchman Butte No. 501 enters into the *Form of Agreement for Area Required for A Borrow Area* dated February 9, 2023 with Daryl and Judy Usenik to purchase material from a borrow on SE-24-53-25-W3.

Carried

IN-CAMERA:

2023-02-22-016 FISCHER: That the R.M. of Frenchman Butte No. 501 Council moves  
11:14 a.m. in-camera to discuss legal issues as authorized by the legislative authority of *The Municipalities Act* Section 120 including the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*.

Carried

OUT-OF-CAMERA:

2023-02-22-017 ZELLER: That the R.M. of Frenchman Butte No. 501 Council rises  
11:20 a.m. from the in-camera discussion.

Carried

11:24 a.m. Walter Gobert entered the Council Chambers Gallery as a guest.

RECESS MEETING:

2023-02-22-018 ZELLER: That the R.M. of Frenchman Butte No. 501 Council recess  
12:05 p.m. for a 60 minute break.

Carried

RECONVENED MEETING:

1:00 p.m. The Regular Meeting of Council was reconvened by Reeve Hougham.

Carried

1:14 p.m. Jack Lee and Walter Gobert entered Council Chambers as delegates.  
1:50 p.m. Jack Lee left Council Chambers.  
2:04 p.m. Walter Gobert left Council Chambers.  
2:23 p.m. Councillor Noeth left Council Chambers.  
3:00 p.m. Councillor Gory left Council Chambers.

6-1 HAAG CANADA:

2023-02-22-019 PRIEST: That the RM of Frenchman Butte Council supports the Phase 2 Proposal from HAAG Canada in the estimated amount of \$49,720.00 plus applicable taxes.

Carried

8-1 SARM ANNUAL CONVENTION, MARCH 14-16, 2023:

2023-02-22-020 ZELLER: That the R.M. of Frenchman Butte No. 501 approves 5 councillors in attendance of the SARM Annual Convention, Praireland Park, Saskatoon, SK from March 12 to March 16, 2023 which includes Municipal Leadership Development Training March 13, 2023.

Carried

6-1 STAFF/COMMITTEE REPORTS:

2023-02-22-021 PRIEST: That the R.M. of Frenchman Butte No. 501 Council acknowledges written and verbal reports presented by Infrastructure Aaron Neilly and Public Works Foreman, Dan Fedirko and verbal reports presented by Chief Administrative Officer, Allison Roschker and Finance Officer, Crystal Schaan.

Carried

3:12 p.m. Councillor Gory entered Council Chambers.

Reeve

CAO

13-1 RECIND MOTION 2023-01-11-028:

2023-02-22-022 LARRE: That the R.M. of Frenchman Butte No. 501 Council rescinds motion 2023-01-11-028:  
"13-1 DEVELOPMENT APPEALS BOARD APPOINTMENT 2023:  
2023-01-11-028 LARRE: That the R.M. of Frenchman Butte No. 501 Council appoints the following of Western Municipal Consulting Ltd. to the Development Appeals Board, for a term commencing January 26, 2023 and expiring December 31, 2023:

- Timothy P. Furlong
- Glen Neuert
- Kirby Fesser
- Sabrina Saccucci

Carried"  
Carried

13-1 RECIND MOTION 2023-01-11-030:

2023-02-22-023 ZELLER: That the R.M. of Frenchman Butte No. 501 Council rescinds motion 2023-01-11-030:  
"13-1 SECRETARY TO THE DEVELOPMENT APPEALS BOARD 2023:  
2023-01-11-030 NOETH: That the R.M. of Frenchman Butte No. 501 Council appoints Michael Ligtermoet of Nor-Sask Board Services. As Secretary to the Development Appeals Board, commencing January 11, 2023 and expiring December 31, 2023.

Carried"  
Carried

13-1 DEVELOPMENT APPEALS BOARD APPOINTMENT 2023:

2023-02-22-024 GORY: That the R.M. of Frenchman Butte No. 501 Council appoints the following of Western Municipal Consulting Ltd. to the Development Appeals Board, for a term commencing February 22, 2023 and expiring December 31, 2023:

- Tim Lafreniere
- Mike Waschuk
- Gordon Parkinson
- Dave Thompson
- Wayne Adams
- Jeff Hutton
- Barry Clark
- Dave Gurnsey
- Murray Dean
- Pam Malach
- Stew Demmans
- Stu Hayward

Carried

13-1 SECRETARY TO THE DEVELOPMENT APPEALS BOARD 2023:

2023-02-22-025 LARRE: That the R.M. of Frenchman Butte No. 501 Council appoints Claudette McGuire with Western Municipal Consulting Ltd. as Secretary to the Development Appeals Board, commencing February 22, 2023 and expiring December 31, 2023.

Carried

13-4 BYLAW 2023-03 A BYLAW TO ENTER INTO AGREEMENT WITH THE 501 UTILITY:

2023-02-22-026 PRIEST: That the R.M. of Frenchman Butte No. 501 Bylaw 2023-03 A Bylaw to Enter into Agreement with the 501 Utility, be read a first time.

Carried

2023-02-22-027 LARRE: That the R.M. of Frenchman Butte No. 501 Bylaw 2023-03 A Bylaw to Enter into Agreement with the 501 Utility, be read a second time.

Carried

2023-02-22-028 ZELLER: That the R.M. of Frenchman Butte No. 501 Bylaw 2023-03 A Bylaw to Enter into Agreement with the 501 Utility, be given three readings at this meeting.

Carried Unanimously

2023-02-22-029 GORY: That the R.M. of Frenchman Butte No. 501 Bylaw 2023-03 A Bylaw to Enter into Agreement with the 501 Utility, be read a third time and passed.

Carried

  
Reeve

  
CAO

13-5 LETTER OF SUPPORT:

2023-02-22-030 GORY: That the R.M. of Frenchman Butte No. 501 Council approves the Letter of Support for Lyle Knight in regards to the reinstatement of the bridge on RR 3222 west of SE 34-53-22W3.

Carried

14-2 CORRESPONDENCE – FEBRUARY 22, 2023:

2023-02-22-031 FISCHER: That the R.M. of Frenchman Butte No. 501 Council accepts the February 22, 2023 correspondence as information to be filed as presented to Council, outlined in Appendix C.

Carried

15-1 ADJOURNMENT:

2023-02-22-032 GORY: That the R.M. of Frenchman Butte No. 501 Council adjourns this Regular Meeting of Council at 4:00 p.m.

Carried

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
CAO

**R.M. OF FRENCHMAN BUTTE NO. 501**

**BYLAW NO 2023-03**

**A BYLAW TO PROVIDE FOR ENTERING INTO A LAND LEASE  
INDENTURE WITH THE 501 UTILITY AUTHORITY INC.**

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into a Land Lease Indenture with the 501 Utility Authority Inc.
2. The Land Lease Indenture is attached and forms a part of this bylaw, identified as "Exhibit A".
3. The Deputy Reeve and the Chief Administrative Officer of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached Agreement identified as "Exhibit A".

Read a third time and adopted  
this 22<sup>nd</sup> day of February 2023.



  
Reeve

  
Chief Administrative Officer

501 UTILITY AUTHORITY INC. LAND LEASE INDENTURE

This INDENTURE made effective, this 31<sup>st</sup> day of December 2020,

BETWEEN:

**Rural Municipality of Frenchman Butte No. 501**

PO Box 180

Paradise Hill, SK S0M 2G0

[administrator.rm501@sasktel.net](mailto:administrator.rm501@sasktel.net)

[hereinafter called 'The Lessor']

and the

**501 Utility Authority Inc.**

PO Box 285

Paradise Hill, SK S0M 2G0

[admin@501utility.ca](mailto:admin@501utility.ca)

[hereinafter called 'The Lessee']

**LEASE**

**WHEREAS** the Lessor is the owner of the Lands of those land listed in Schedule A attached hereto [the 'Lands' or the 'Leased Premises'];

**AND WHEREAS** the Lessor is a party to the 501 Utility Authority Inc. Multi-Municipality Wastewater Management Agreement dated November 30, 2018 [the 'Agreement'];

**AND WHEREAS** it is a requirement of the Agreement that the Lessor provide a lease of the Lands to the Lessee for the use as a pump station incidental to the operations contemplated in the Agreement;

**IN CONSIDERATION** of the rents, covenants, and agreements provided on the part of the Lessee, and the consideration provided by the Lessee pursuant to the Agreement, the Lessor leases to the Lessee for use and occupation as a pump station for wastewater from the Lessor, the Leased Premises.

**TERM**

**TO HAVE AND TO HOLD** the premises for a term of Ninety-nine [99] years to be computed from the 1<sup>st</sup> day of January 2021 to and including the 31<sup>st</sup> day of December, 3019 ['The Initial Term'] both days inclusive and paying annually unto the Lessor the Rent as hereinafter set out on July 31 of each tenancy year and continuing on the anniversary date of the lease until such time as the lease is terminated.



RENT calculation – the Parties acknowledge and agree that the yearly Rent is to be Zero Dollars per tenancy year.

**THE LESSEE CONVENANTS WITH THE LESSOR:**

**RENT**

1. To pay rent as required in this lease.

**UTILITIES**

2. To pay all business tax, electric current, natural gas, telephone charges, water, sewer, and any other costs with respect to the Leased Premises.

**REPAIR**

3. To keep the Leased Premises and improvements thereon in a reasonable state of repair.

**NOTICE TO LESSOR**

4. To give the Lessor immediate notice of any accident or defect in the water pipes, gas pipes, sewer pipes, electric, or other wires or any other matter that affects the safety of the Leased Premises or that might reasonably affect the safety of neighbouring properties. The Lessee shall be responsible for any repair, maintenance, or upkeep of any of such services.

**NO ALTERATIONS**

5. Not to make any alterations or additions to the Leased Premises or the Lands, including but not limited to altering drainage, without the Lessor's written consent.

**NO NUISANCE**

6. Not to do or permit to be done on the premises which:
  - a. May cause a nuisance, violate any law or enactment, or by which the fire insurance on the building will be increased, any increase to be borne by the Lessee; and
  - b. May require environmental remediation, including but not limited to the use of hazardous substances and fuels, and in the case that environmental remediation is required, the cost of remediation to be borne by the Lessee, regardless of this lease being continued in force.

**TERMINATION**

7. This Lease will terminate in the event of dissolution of the Lessee or the withdrawal from the Agreement by the Lessor in accordance with Article 8 of the Agreement.



## INSURANCE

8. The Lessee agrees to obtain content insurance for the term of the lease and provide confirmation to the Lessor. The Lessee will provide proof to the Lessor from time to time as requested, that it has liability insurance in place to at least Two Million [\$2,000,000.00] Dollars, that names the Lessor as a loss payable.

## LIABILITY

9. To save the Lessor harmless and to indemnify the Lessor against any claim of any nature or kind resultant from the Lessee's use of the property, or any use made or permitted by the Lessee's employees, agents, customers, or any such claim connected to the property during the currency of this lease.

The Parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent of this Agreement.

This Indenture shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns and supersedes any previous agreements.


IN WITNESS WHEREOF the Municipality and the Utility have hereunto executed this agreement.

### RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

  
Tom Hougham, Reeve

  
Allison Roschker, Chief Administrative Officer

### 501 UTILITY AUTHORITY INC.

  
Nancy Schneider, Chairperson

  
Merle Bielecki, Vice Chairperson

**501 UTILITY AUTHORITY INC. LAND LEASE INDENTURE**

This INDENTURE made effective, this 31<sup>st</sup> day of December 2020,

BETWEEN:

**Rural Municipality of Frenchman Butte No. 501**

PO Box 180

Paradise Hill, SK S0M 2G0

[administrator.rm501@sasktel.net](mailto:administrator.rm501@sasktel.net)

[hereinafter called 'The Lessor']

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**501 Utility Authority Inc.**

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**TERM**

**TO HAVE AND TO HOLD** the premises for a term of Ninety-nine [99] years to be computed from the 1<sup>st</sup> day of January 2021 to and including the 31<sup>st</sup> day of December, 3019 ['The Initial Term'] both days inclusive and paying annually unto the Lessor the Rent as hereinafter set out on July 31 of each tenancy year and continuing on the anniversary date of the lease until such time as the lease is terminated.

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1. To pay rent as required in this lease.

**UTILITIES**

2. To pay all business tax, electric current, natural gas, telephone charges, water, sewer, and any other costs with respect to the Leased Premises.

**REPAIR**

3. To keep the Leased Premises and improvements thereon in a reasonable state of repair.

**NOTICE TO LESSOR**

4. To give the Lessor immediate notice of any accident or defect in the water pipes, gas pipes, sewer pipes, electric, or other wires or any other matter that affects the safety of the Leased Premises or that might reasonably affect the safety of neighbouring properties. The Lessee shall be responsible for any repair, maintenance, or upkeep of any of such services.

**NO ALTERATIONS**

5. Not to make any alterations or additions to the Leased Premises or the Lands, including but not limited to altering drainage, without the Lessor's written consent.

**NO NUISANCE**

6. Not to do or permit to be done on the premises which:
  - a. May cause a nuisance, violate any law or enactment, or by which the fire insurance on the building will be increased, any increase to be borne by the Lessee; and
  - b. May require environmental remediation, including but not limited to the use of hazardous substances and fuels, and in the case that environmental remediation is required, the cost of remediation to be borne by the Lessee, regardless of this lease being continued in force.

**TERMINATION**

7. This Lease will terminate in the event of dissolution of the Lessee or the withdrawal from the Agreement by the Lessor in accordance with Article 8 of the Agreement.

ak 

## INSURANCE

8. The Lessee agrees to obtain content insurance for the term of the lease and provide confirmation to the Lessor. The Lessee will provide proof to the Lessor from time to time as requested, that it has liability insurance in place to at least Two Million [\$2,000,000.00] Dollars, that names the Lessor as a loss payable.

## LIABILITY

9. To save the Lessor harmless and to indemnify the Lessor against any claim of any nature or kind resultant from the Lessee's use of the property, or any use made or permitted by the Lessee's employees, agents, customers, or any such claim connected to the property during the currency of this lease.

The Parties hereto shall execute such documents or assurances as may be necessary for the purposes of giving effect to the intent of this Agreement.

This Indenture shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns and supersedes any previous agreements.

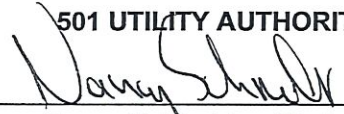
IN WITNESS WHEREOF the Municipality and the Utility have hereunto executed this agreement.

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

  
Tom Hougham, Reeve

  
Allison Roschker, Chief Administrative Officer

501 UTILITY AUTHORITY INC.

  
Nancy Schneider, Chairperson

  
Merle Bielecki, Vice Chairperson



EXHIBIT A – RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501

LEGAL DESCRIPTION OF LANDS WITH MAP

Parcel B, Plan 84B02482 Ext. 0

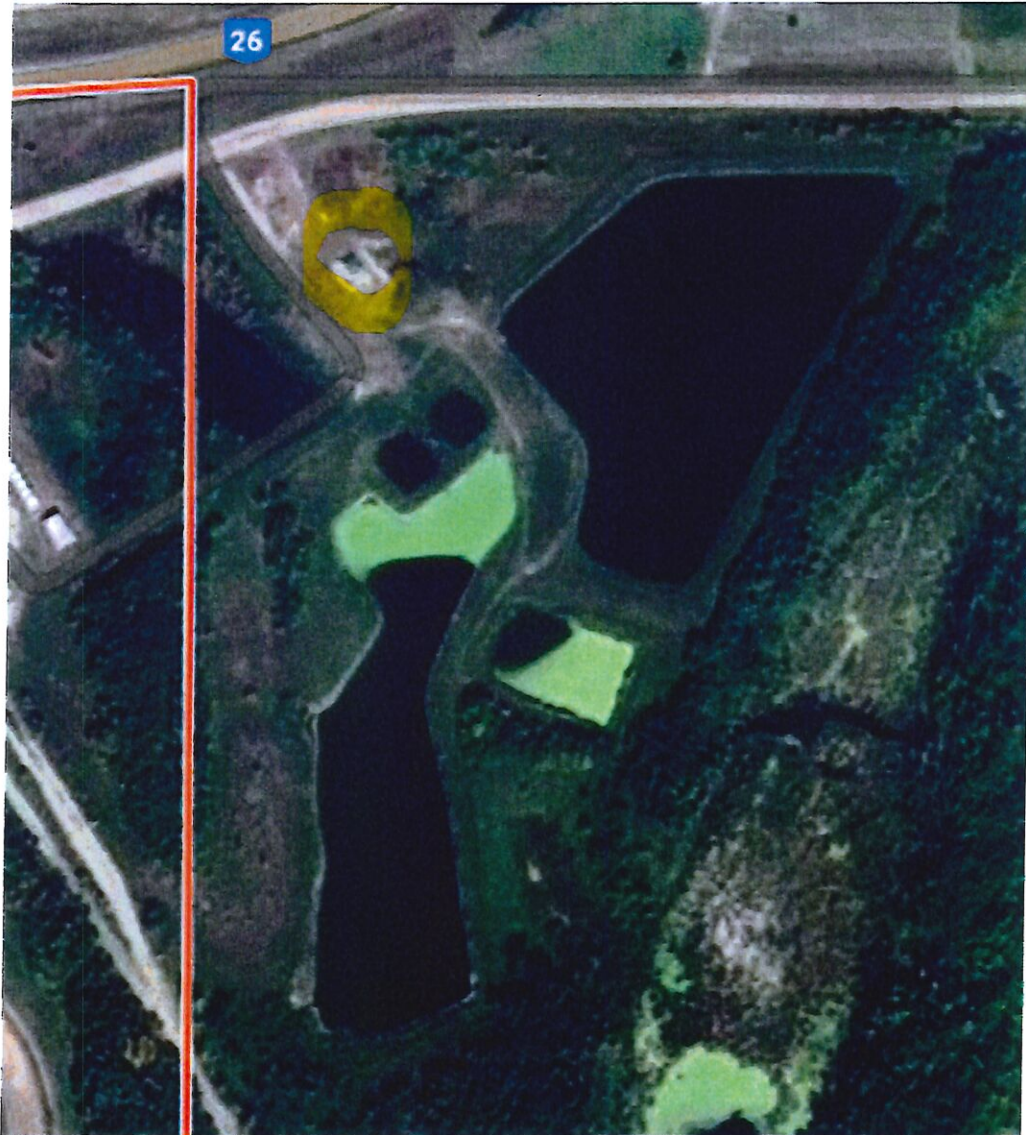


*Handwritten signature/initials*



EXHIBIT B – TOWN OF ST. WALBURG  
LEGAL DESCRIPTION OF LANDS WITH MAP

BLK/PAR C-PLAN 85B17789 EXT 1  
SE 04-54-22 W3



*AKL* *AKL*



EXHIBIT C – VILLAGE OF PARADISE HILL  
LEGAL DESCRIPTION OF LANDS WITH MAP

Parcel ER1, Plan 101877127, Ext. 0



*AKL*