

COUNCIL PRESENT:

Reeve	Tom S. Hougham
Division 1	Leonard Larre
Division 2	Carri Zeller
Division 3	Owen Fischer
Division 4	Ronald Gory @ 10:57 a.m.
Division 5	Gay Noeth
Division 6	Evan Priest

STAFF PRESENT:

Crystal Schaan, Acting Administrator
Dan Fedirko, Public Works @ 10:12 a.m.
Aaron Neilly, Infrastructure Manager @ 10:12 a.m.

DELEGATES:

Zachary Murray – Premium Equipment @ 1:03 p.m.
Shawn Murray – Premium Equipment @ 1:03 p.m.

CALLED TO ORDER:

9:01 a.m. The Regular Meeting was called to order by Reeve Hougham.

1-1 FEBRUARY 13, 2024 AGENDA ADDITIONS:

2024-02-13-001 FISCHER: That the R.M. of Frenchman Butte No. 501 Council approves adding the following to the February 13, 2024 Agenda:

- 13-12 Weed Inspector
- 2-3 February 2, 2024 Minutes

Carried

1-1 FEBRUARY 13, 2024 AGENDA:

2024-02-13-002 FISCHER: That the R.M. of Frenchman Butte No. 501 Council approves the February 13, 2024 Agenda to be used as a guideline.

Carried

2-1 JANUARY 23, 2024 MINUTES:

2024-02-13-003 FISCHER: That the R.M. of Frenchman Butte No. 501 Council approves the January 23, 2024 minutes as presented.

Carried

2-2 JANUARY 24, 2024 MINUTES:

2024-02-13-004 PRIEST: That the R.M. of Frenchman Butte No. 501 Council approves the January 24, 2024 minutes as presented.

Carried

2-2 FEBRUARY 2, 2024 MINUTES:

2024-02-13-005 ZELLER: That the R.M. of Frenchman Butte No. 501 Council approves the February 2, 2024 minutes as presented.

Carried

4-1 JANUARY 2024 BANK RECONCILIATION:

2024-02-13-006 PRIEST: That the R.M. of Frenchman Butte No. 501 Council acknowledges the January 2024 month end Bank Reconciliation balances as follows:

Chequing Account Operating	\$ 10,722,436.58
St. Walburg Health Account	\$ 2,351.48
Turtleford Health Account	\$ 8,138.85
Online Banking Account	\$ 12,777.42
Term Deposits (0.25%-3.45% Expiring 31-Jan-24 to 31-Jan-28)	\$ 596,423.93
Total Cash in Bank as of January 31, 2024	\$ 11,342,128.26
Petty Cash	\$ 200.00
Total Cash and Short-Term Investments	<u>\$ 11,342,328.26</u>

Carried


Reeve


AA

4-2 JANUARY 2024 STATEMENT OF FINANCIAL ACTIVITIES - DETAILED:

2024-02-13-007 NOETH: That the R.M. of Frenchman Butte No. 501 Council acknowledges the January 31, 2024 month end Statement of Financial Activities – Detailed, which is attached to and forms part of these minutes as Appendix D.

Carried

5-1 PAYROLL- PP2024-03:

2024-02-13-008 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the payroll accounts for the pay period **January 14, 2024 – January 27, 2024. Authorization #428 direct deposit dated February 2, 2024, totaling \$28,574.89.**

Further, that a schedule of these payments be annexed to and form part of these minutes as **Appendix A Salaries and Wages January 14, 2024 – January 27, 2024.**

Carried

5-2 PAYROLL- PP2024-04:

2024-02-13-009 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the payroll accounts for the pay period **January 28, 2024 – February 10, 2024. Authorization #429 direct deposit dated February 16, 2024, totaling \$28,925.10.**

Further, that a schedule of these payments be annexed to and form part of these minutes as **Appendix B Salaries and Wages January 28, 2024 – February 10, 2024.**

Carried

5-3 COUNCIL REMUNERATION:

2024-02-13-010 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves the electronic payment of January 2024 Council Remuneration for the following amounts less deductions on March 1, 2024:

• Reeve Hougham	\$1,616.90
• Councillor Larre	\$1,424.70
• Councillor Zeller	\$1,017.30
• Councillor Fischer	\$1,374.40
• Councillor Gory	\$1,012.70
• Councillor Noeth	\$1,841.10
• Councillor Priest	\$1209.30

Carried

9:33 a.m. Councillor Zeller left Council Chambers due to a conflict in the next Agenda item.

5-4 102137247 SASKATCHEWAN LTD – CARRI ZELLER INVOICE #249:

2024-02-13-011 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the following payments dated February 13, 2024.

• 32121	102137247 Saskatchewan Ltd – Carri Zeller
	Totaling \$2,298.45

Carried

9:34 a.m. Councillor Zeller entered Council Chambers.

5-5 ACCOUNTS – FEBRUARY 13, 2024:

2024-02-13-012 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves the following payments dated February 13, 2024.

• 32114 to 32120	
• 32122 to 32152	Totaling \$168,859.45

Carried

13-8 SARM MUNICIPAL HAIL INSURANCE REPRESENTATIVE:

2024-02-13-013 PRIEST: That the R.M. of Frenchman Butte No. 501 Council appoints Allison Roschker as representative on behalf of the Rural Municipality for Municipal Hail Insurance at the 2024 SARM Annual Convention.

Carried

RECESS MEETING:

2024-02-13-014 NOETH: That the R.M. of Frenchman Butte No. 501 Council recess
10:03 a.m. for a 10 minute break.

Carried

RECONVENED MEETING:

10:12 a.m. The Regular Meeting of Council was reconvened by Reeve Hougham.
10:12 a.m. Dan Fedirko and Aaron Neilly entered Council Chambers to discuss Public Works Report.

6-2 RFB PERCH LAKE SOUTH – CHIP SEAL 2024A:

2024-02-13-015 LARRE: That the RM of Frenchman Butte No. 501 approves the Request for Bid for the Perch Lake South - Chip Seal 2024A, covering double chip sealing of 2.15 kilometers before October 15, 2024, and authorizes its release for bidding by March 15, 2024.

Carried

10:57 a.m. Councillor Gory entered Council Chambers.

6-2 MOTION TO AUTHORIZE ROAD ALLOWANCE DEVELOPMENT BY LEON HOUGHAM ON TWP 514:

2024-02-13-016 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves Leon Hougham's request to develop the road allowance on TWP 514 between RR 3243 and RR 3244 to an alternative farm access standard, pursuant to the "300-20 Undeveloped or Sub-Standard Road Allowance Policy." This development aims to enhance farm access while ensuring compliance with municipal regulations and policies.

Carried

9-1 CENOVUS ENERGY INC. PIPELINE CROSSING AGREEMENT:

2024-02-13-017 PRIEST: That the R.M. of Frenchman Butte No. 501 enters into a *Pipeline Crossing Agreement*, dated January 22, 2024, with Cenovus Energy Inc. for the pipeline crossing the municipal road allowance at the following location:

- FROM: NE 7-51-22 W3M TO: SE 18-51-22 W3M

Carried

9-3 GEAR ENERGY LTD. MEMORANDUM OF UNDERSTANDING:

2024-02-13-018 PRIEST: That the R.M. of Frenchman Butte No. 501 enters into a Memorandum of Understanding with Gear Energy Ltd. regarding the requirement of Gear Energy Ltd. to construct the roadway and approach to the pad site to be built on NW 17-51-23 W3. Roadway to be constructed to a 66' road standard within the Registered Right of Way if wells are proven productive by January 1, 2025.

Carried


13-10 BAR ENGINEERING CO. LTD.:

2024-02-13-019 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves Reeve Hougham to sign the proposal from Bar Engineering Co. Ltd. in regards to Proposal No.: BU-23-142 Engineering Services for Design Phase in the amount of \$56,650.00 plus applicable taxes.

Carried

11:30 a.m. Aaron Neilly and Dan Fedirko left Council Chambers.


Reeve


AA

9-2 GRAVEL AGREEMENT ELMER VANBERG PT NE 03-53-24-W3M:

2024-02-13-020 FISCHER: That the R.M. of Frenchman Butte No. 501 Council enters into a *Gravel Purchase Agreement* with Elmer Vanberg PT NE 03-53-24 W3M dated February 14, 2024, for exclusive rights to purchase gravel subject to the following conditions:

- Approximately 20,000 cubic yards of Type 105 gravel (if available) for a price of \$11.50 per cubic yard, crushed before August 1, 2024 using radial stacker;
- Additional Type 105 gravel remaining on property for price of \$11.50 per cubic yard;
- Any reject sand removed for price of \$2.50 per cubic yard, based on truck load counts;
- Stockpiled gravel to be removed before December 31, 2027 unless mutually agreed by both parties;
- Gravel crushing can only occur between the hours of 7:00 a.m. – 7:00 p.m. unless prior approval is obtained by residents or seasonal occupants within 1.6 kilometers (1 mile).

Carried

6-1 STAFF/COMMITTEE REPORTS:

2024-02-13-021 PRIEST: That the R.M. of Frenchman Butte No. 501 Council acknowledges written and verbal reports by Infrastructure Manager, Aaron Neilly, Acting Administrator, Crystal Schaan, and Public Works Foreman, Dan Fedirko.

Carried

IN-CAMERA:

2024-02-13-022 FISCHER: That the R.M. of Frenchman Butte No. 501 Council moves
11:31 a.m. 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:

2024-02-13-023 GORY: That the R.M. of Frenchman Butte No. 501 Council rises
12:10 p.m. from the in-camera discussion.

Carried

RECESS MEETING:

2024-02-13-024 PRIEST: That the R.M. of Frenchman Butte No. 501 Council recess
12:11 p.m. for a 60 minute break.

Carried

RECONVENED MEETING:

1:02 p.m. The Regular Meeting of Council was reconvened by Reeve Hougham.
1:03 p.m. Aaron Neilly and Dan Fedirko entered Council Chambers.
1:03 p.m. Zachary Murray and Shawn Murray with Premium Equipment entered Council Chambers.
1:28 p.m. Zachary Murray and Shawn Murray left Council Chambers.
1:49 p.m. Aaron Neilly and Dan Fedirko left Council Chambers.

RECESS MEETING:

2024-02-13-025 FISCHER: That the R.M. of Frenchman Butte No. 501 Council recess
3:06 p.m. for a 10 minute break.

Carried

RECONVENED MEETING:


3:20 p.m. The Regular Meeting of Council was reconvened by Reeve Hougham.

6-2 RIGHT OF ENTRY AGREEMENT – DARYL USENIK SW-07-53-24-W3:

2024-02-13-026 NOETH: That the R.M. of Frenchman Butte No. 501 Council enter into the *Grant of Right of Entry to Rural Municipality Agreement*, dated February 6, 2024, with Daryl Usenik for the purpose of replacing a culvert and road improvement on RR 3250 (Big Hill Road).

Carried


Reeve


AA

6-2 RIGHT OF ENTRY AGREEMENT – EVAN AND AINSLEY USENIK SE-12-52-25-W3:

2024-02-13-027 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 6, 2024, with Evan and Ainsley Usenik for the purpose of replacing a culvert and road improvement on RR 3250 (Big Hill Road).
Carried

Councillor Fischer asked for a recorded vote on the next agenda item.

6-2 MOTION FOR APPROVAL OF CONSIGNMENT SALE OF 2018 JOHN DEERE 872G

GRADER:

2024-02-13-026 PRIEST: Whereas, the RM of Frenchman Butte No. 501 owns a 2018 John Deere 872G Grader that is deemed surplus to its current needs; and
Whereas, Premium Equipment Sales & Rentals has been identified as a suitable partner to facilitate the sale of the said grader on a consignment basis; and
Whereas, the consignment sale of municipal equipment requires a formal consignment agreement detailing the terms of the sale, responsibilities of both parties, fees or commissions, and the distribution of sale proceeds;
Be it resolved that the Council of the RM of Frenchman Butte No. 501 hereby approves the sale of the 2018 John Deere 872G Grader on a consignment basis by Premium Equipment Sales & Rentals, subject to the following conditions:
1. A consignment agreement is to be negotiated and finalized between the RM of Frenchman Butte No. 501 and Premium Equipment Sales & Rentals, outlining the terms and conditions of the consignment sale, including but not limited to the method of sale, commission rates, and responsibilities of both parties.
2. The finalized consignment agreement is authorized by the CAO for approval for the RM of Frenchman Butte No. 501 prior to the commencement of the sale process.
3. The sale process shall be conducted transparently, with efforts made to ensure the best possible return for the RM of Frenchman Butte No. 501, in compliance with all relevant municipal policies and bylaws.
Be it further resolved that the Chief Administrative Officer (CAO) is authorized to negotiate the consignment agreement with Premium Equipment Sales & Rentals, subject to final approval by the Council.

For	Against
Reeve	Division 2
Division 1	Division 3
Division 4	
Division 5	
Division 6	

Carried

13-3 PRESENTATION OF THE LIST OF LANDS IN ARREARS:


2024-02-13-027 PRIEST: That R.M. of Frenchman Butte No. 501 Council directs the treasurer/administrator to not include in the *List of Lands in Arrears* any property that the amount of taxes in arrears does not exceed one half of the 2023 year's levy with respect to land.

The Tax Enforcement Act, Section 3(3) The council of a municipality may, by resolution, direct the treasurer not to include in the list land in respect of which the amount of taxes in arrears does not exceed one half of the immediately preceding year's tax levy with respect to that land

Carried

2024-02-13-028 ZELLER: That the R.M. of Frenchman Butte No. 501 Council acknowledge the *List of Lands in Arrears* as presented to the head of Council in accordance with *Section 3 of The Tax Enforcement Act*.
Carried


Reeve


AA

13-4 BYLAW 2024-03 A BYLAW TO PROVIDE FOR ENTERING INTO A MUTUAL AID AGREEMENT:

- 2024-02-13-029 LARRE: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-03 a Bylaw to Provide for Entering into a Mutual Aid Agreement, be read a first time.
Carried
- 2024-02-13-030 ZELLER: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-03 a Bylaw to Provide for Entering into a Mutual Aid Agreement, be read a second time and passed.
Carried
- 2024-02-13-031 PRIEST: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-03 a Bylaw to Provide for Entering into a Mutual Aid Agreement, be given three readings at this meeting.
Carried Unanimously
- 2024-02-13-032 GORY: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-03 a Bylaw to Provide for Entering into a Mutual Aid Agreement, be read a third time and passed.
Carried

13-5 BYLAW 2024-04 A BYLAW TO PROVIDE FOR ENTERING INTO A REORGANIZATION AGREEMENT FOR THE ST. WALBURG AND DISTRICT FIRE ASSOCIATION WITH THE TOWN OF ST. WALBURG AND THE R.M. OF MERVIN NO. 499:

- 2024-02-13-033 PRIEST: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-04 a Bylaw to Provide for Entering into a Reorganization Agreement for the St. Walburg and District Fire Association with the Town of St. Walburg and the R.M. of Mervin No. 499, be read a first time.
Carried
- 2024-02-13-034 LARRE: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-04 a Bylaw to Provide for Entering into a Reorganization Agreement for the St. Walburg and District Fire Association with the Town of St. Walburg and the R.M. of Mervin No. 499, be read a second time and passed.
Carried
- 2024-02-13-035 GORY: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-04 a Bylaw to Provide for Entering into a Reorganization Agreement for the St. Walburg and District Fire Association with the Town of St. Walburg and the R.M. of Mervin No. 499, be given three readings at this meeting.
Carried Unanimously
- 2024-02-13-036 NOETH: That the R.M. of Frenchman Butte No. 501 Bylaw 2024-04 a Bylaw to Provide for Entering into a Reorganization Agreement for the St. Walburg and District Fire Association with the Town of St. Walburg and the R.M. of Mervin No. 499, be read a third time and passed.
Carried

13-6 HAMLET MONTHLY WATER REPORT:

- 2024-02-13-037 PRIEST: That the R.M. of Frenchman Butte No. 501 Council acknowledges the presentation of the Hamlet of Frenchman Butte Water Treatment Plant Monthly Report for January 2024 and instructs Administration to place a copy of the report on file for future reference.
Carried


13-7 PARADISE HILL SKATING CLUB EVENT HOSTING GRANT:

- 2024-02-13-038 ZELLER: That the R.M. of Frenchman Butte No. 501 Council as per motion 2024-01-24-026 award the Event Hosting Grant to the Paradise Hill Skating Club in the amount of \$500.00.

Subject to provision of paid receipts and/or cancelled cheques.

Carried


Reeve


AA

IN-CAMERA:

2024-02-13-039
3:48 p.m.

ZELLER: 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:

2024-02-13-040
4:00 p.m.

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

Carried

4:00 p.m.

Councillor Priest left Council Chambers.

13-11 HERBICIDE DRIFT REPORT:

2024-02-13-041

LARRE: That the R.M. of Frenchman Butte No. 501 Council acknowledges written and verbal Herbicide Drift Report presented by Weed Inspector, Carri Zeller.

Carried

6-2 ASSET DISPOSAL POLICY NO. 100-18:

2024-02-13-042

NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the 100-18 Asset Disposal Policy and a copy is attached to and forms part of these minutes.

Carried

13-2 2024 ANNUAL APPOINTMENTS:

2024-02-13-043

ZELLER: That the R.M. of Frenchman Butte No. 501 Council acknowledges the resignation of the following appointments effective February 13, 2024:

- District 38 Rat Board Ronald Gory
- North West Mutual Aid Area Leonard Larre

13-2 2024 ANNUAL APPOINTMENTS:

2024-02-13-044

FISCHER: That the R.M. of Frenchman Butte No. 501 Council makes the following appointments, beginning February 13, 2024 expiring November 13, 2024:

- District 38 Rat Board Leonard Larre
- North West Mutual Aid Area Ronald Gory

Carried

14-1 CORRESPONDENCE – FEBRUARY 13, 2024:

2024-02-13-045

LARRE: That the R.M. of Frenchman Butte No. 501 Council accepts the February 13, 2024 correspondence as information to be filed as presented to Council, outlined in Appendix C.

Carried

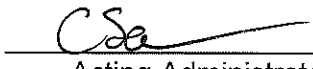
15-1 ADJOURNMENT:

2024-02-13-046


ZELLER: That the R.M. of Frenchman Butte No. 501 Council adjourns this Regular Meeting of Council at 4:51 p.m.

Carried


Reeve


Acting Administrator


Reeve


AA

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2024-03

**A BYLAW TO PROVIDE FOR ENTERING INTO A MUTUAL AID
AGREEMENT**

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 Mutual Aid Agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw 2015-08 is hereby repealed.

Read a third time and adopted
this 13th day of February, 2024




Reeve


Acting Administrator

Mutual Aid Agreement

THIS AGREEMENT, consisting of eight copies,
effective as of the 29 day of Nov in the year 2023

BETWEEN:

Town of Turtleford , and
Resort Village of TurtleView , and
R.M. of Frenchman Butte No. 501 , and
R.M. of Mervin No. 499 , and
Resort Village of Kivimaa-Moonlight Bay , and
Brightsand Lake Regional Park Authority , and
Sandy Beach Regional Park Authority , and
R.M. of Britannia No. 502

Definitions:

EPA – Emergency Planning Act E8.1

MAA – Mutual Aid Area

MAC – Mutual Aid Committee

Chairperson – chairperson to preside over board meeting, sign all meeting minutes, policies, and securities of committee.

Secretary/Treasurer – person appointed by committee to keep documents safely and accurately record meeting minutes, circulating correspondence and managing finances;

Vice Chairperson – to act as chair if chair is unavailable.

Coordinator – person appointed by the committee. Available in the event of a mutual aid request, request/review resources. Organize training, attend SEPA conference, budget for training, prepare list presenters for meetings.

SPSA – Saskatchewan Public Safety Agency

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. That the parties to this agreement form a Mutual Aid Area (the MAA) pursuant to section 11 of *The Emergency Planning Act*, S.S. 1989-90, c. E-8.1 (the EPA) amended 2022
2. That the objectives of the MAA are as follows:
 - a. To establish a unified, effective organization involving neighboring communities to lend reciprocal assistance, expertise, equipment and manpower services in the event any of the parties declares a local emergency pursuant to the EPA or when any of the other parties or requests assistance from the MAA;

- b. To provide effective communications to ensure a coordinated response to any emergency with the MAA; and
 - c. To acquire and maintain a current list of resources owned by each party in order to improve the MAA's emergency response capabilities.
- 3. That each party shall:
 - a. Establish a local emergency measures organization;
 - b. Appoint a person as a local emergency measures coordinator; and
 - c. Establish a local emergency planning committee composed of:
 - i. The emergency measures coordinator; and
 - ii. Any other persons the party considers necessary.
- 4. That each party shall establish a local emergency plan governing:
 - a. The provision of necessary services during an emergency; and
 - b. The procedures under, and the manner in which, persons will respond to an emergency.
- 5. That, notwithstanding the formation of the MAA, each party shall at all times be responsible for the direction and control of the emergency response within that party's jurisdiction.
- 6. That, subject to availability of equipment and personnel, any party may, if requested by any other party, provide assistance to that other party in the event of an emergent situation, disaster, or request for assistance.
- 7. That the coordination of the MAA shall be done by a mutual aid committee (the MAC). Each of the parties shall appoint two council members to be their representatives on the MAC. In the case of the Brightsand Regional Park Authority, its representatives shall be the R.M. of Mervin Council member designated to the Park Authority's board and one other Board member.
- 8. That the MAC shall annually:
 - a. Appoint, from the members of the MAC, one person to act as Chairperson;
 - b. Appoint, from the members of the MAC, one person to act as Vice-Chairperson;
 - c. Appoint, from the members of the MAC, a recording secretary/treasurer for the purpose of recording minutes and circulating correspondence and managing finances;
 - d. Appoint a Mutual Aid Area Coordinator(s) and an alternate who will act when the Mutual Aid Area Coordinator(s) is (are) unavailable.
- 9. That a decision of the MAC shall require at least 51% (of the voting membership in attendance) affirmative votes of the members of the MAC and that, notwithstanding there being two representatives designated by each party, the two representatives of each party shall only have one vote collectively.
- 10. That each party to this agreement shall pay an annual membership fee, with payment due February 28th each year. This membership fee will be established, by resolution, at the MAC's first meeting of the year. Fees as per schedule A
- 11. That the membership fee be used by the MAC to help defray the expenses incurred for training, facility rentals, employing a coordinator(s), secretary/treasurer, and print materials.

C8

12. That the failure of any party to pay the membership fee could result in a loss of membership at the discretion of the other parties which have paid their membership fees.
13. This Mutual Aid Agreement is separate from any existing Fire Mutual Aid Agreements and does not void, negate or replace any such agreements.
14. That this agreement shall be continuous; however, any party to the agreement may withdraw from the agreement by giving each other party to the agreement (60) days written notice of such withdrawal from the date on the letter. When a municipality provides such notice, the municipality forfeits any claim to assets of the committee or to any fees already paid to the committee. Should the NWMAA membership dissolve, any monies left in the account will be divided amongst the paid membership.

In witness thereof, the Town of Turtleford has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 16th day of May, 2023.

Town of Turtleford



Mayor



Administrator



Date: July 4, 2023 Seal

In witness thereof, the Resort Village of TurtleView has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 19th day of July, 2023.

Resort Village of TurtleView



Mayor



Administrator




Date: July 20, 2023 Seal

In witness thereof, the R.M. of Frenchman Butte No. 501 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 25 day of Oct, 2023.

R.M. of Frenchman Butte No. 501


Mayor/Reeve


Administrator

Date: Oct 25/23 Seal



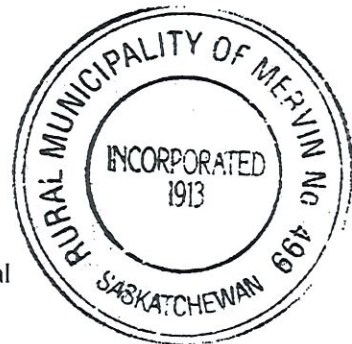
In witness thereof, the R.M. of Mervin No. 499 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 27 day of June, 2023.

R.M. of Mervin No. 499


Mayor/Reeve


Administrator

Date: June 27, 2023 Seal



In witness thereof, the Resort Village of Kivimaa-Moonlight Bay has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 21 day of Aug, 2023.

Resort Village of Kivimaa-Moonlight Bay


Mayor


Administrator

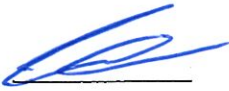
Date: Aug 21/2023 Seal



CS

In witness thereof, the Brightsand Lake Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 18 day of Sept, 2023.

Brightsand Lake Regional Park Authority



Chairperson



Vice Chairperson

Date: SEPT 18, 2023 Seal



In witness thereof, the Sandy Beach Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 12 day of Nov, 2023.

Sandy Beach Regional Park Authority



Chairperson



Vice Chairperson

Date: Nov. 12 / 23 Seal



In witness thereof, the R.M. of Britannia No. 502 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized the 29th day of Nov, 2023.

R.M. of Britannia No. 502



Mayor/Reeve



Administrator



Date: Nov 29/23 Seal

Cs

Schedule "A"

Membership Fees of the NorthWest Mutual Aid Area

As of November 23rd, 2022

That the membership fees are as follows:

RM's pay \$700.

RM of Britannia

Rm of Frenchman Butte

RM of Mervin

Town of Turtleford.

Parks & Resorts pay \$300.

Bright sand Regional Park,

Resort Village of Kivimaa-Moonlight Bay.

Resort Village of Turtle View

Sandy Beach Regional Park

CS

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2024-04

**A BYLAW TO PROVIDE FOR ENTERING INTO A REORGANIZATION
AGREEMENT FOR THE ST. WALBURG AND DISTRICT FIRE AND RESCUE
ASSOCIATION WITH THE TOWN OF ST. WALBURG AND THE RURAL
MUNICIPALITY OF MERVIN NO. 499**


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 Reorganization Agreement for the St. Walburg and District Fire and Rescue Association with the Town of St. Walburg and the Rural Municipality of Mervin No. 499.
2. The St. Walburg and District Fire and Rescue Association Reorganization Agreement is attached and forms a part of this bylaw, identified as "Exhibit A".
3. The Reeve and the Acting Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached Agreement identified as "Exhibit A".
4. Bylaw 2021-13 is hereby repealed.

Read a third time and adopted
this 13th day of February 2024.




Reeve


Acting Administrator

REORGANIZATION AGREEMENT THIS

AGREEMENT made this 31st day of January, 2024.

BETWEEN:

RURAL MUNICIPALITY OF MERVIN NO. 499
(the "RM 499")

- and -

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501
(the "RM 501")

- and -

TOWN OF ST. WALBURG
(the "Town")

- and -

ST. WALBURG AND DISTRICT FIRE AND RESCUE ASSOCIATION
(the "Existing Association")

WHEREAS:

- A. The parties hereto wish to establish a new not-for-profit corporation under *The Non-profit Corporations Act, 2022* (the "**Act**") to be known as the St. Walburg and District Fire and Rescue Association Ltd. (the "**Association**") to replace the Existing Association and to have the Existing Association transfer and assign to the Association all of the property, assets, rights and interests of the Existing Association to the Association and to have the Association assume all of the obligations of the Existing Association;
- B. Upon such assignment, transfer and assumption, Association will be to provide, maintain, and develop fire and rescue services to the ratepayers residing within the RM 499, the RM 501, and the Town as the successor of the Existing Association.

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

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Defined Terms

In this agreement, unless there is something in the subject-matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

"**Act**" means *The Non-profit Corporations Act, 2022*;

"**Association**" means the St. Walburg and District Fire and Rescue Association Ltd.;

"**Closing Date**" means this 31st day of January 2024;



“**Closing Time**” or “**Closing**” means 11:00 a.m. in Regina, Saskatchewan, on the Closing Date or such other time on the Closing Date as the parties hereto may agree upon;

“**Contract**” means any agreement, indenture, contract, insurance policy, lease, deed of trust, licence, option, purchase order, forward commitment or other legally enforceable instrument, commitment, entitlement, privilege or restriction, whether written or oral;

“**Definitive Agreements**” has the meaning attributed thereto in paragraph 3.1 hereof;

“**Existing Association**” means St. Walburg and District Fire and Rescue Association, an unincorporated association established by the parties hereto for the purpose of developing and providing fire and rescue services to the ratepayers residing within the RM 499, the RM 501, and the Town;

“**Governmental Authority**” means any federal, state, provincial, municipal, local or other government or governmental agency, regulatory body, court, ministry, department, authority, board, bureau or commission, domestic or foreign;

“**Person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, Governmental Authority, a natural person in his or her capacity as executor, trustee, administrator or legal representative, and any other form of entity or organization;

“**RM 499**” means the Rural Municipality of Mervin No. 499;

“**RM 501**” means the Rural Municipality of Frenchman Butte No. 501;

“**Town**” means the Town of St. Walburg.

1.2 Choice of Law and Attornment

- (a) This agreement is made, executed, and delivered in St. Walburg, Saskatchewan, Canada, and any controversy or disagreement arising hereunder or in relation to this agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan, Canada.
- (b) Subject to Section 1.2(c) of this agreement, the parties agree that all disputes arising between the parties under this agreement, all such matters shall be referred to the exclusive binding arbitration of a single arbitrator, if the parties can agree upon one. In the event that the parties cannot agree on an arbitrator, then, the arbitrator shall be appointed by a judge in accordance with *The Arbitration Act* (Saskatchewan), the provisions of which shall also apply to such arbitration. The award and determination of the arbitrator shall be binding upon the parties and their respective successors and assigns.
- (c) If any controversy, dispute, claim, question or difference (a “Dispute”) arises with respect to this agreement or its performance, enforcement, breach, termination or validity, the parties to the Dispute shall use all commercially reasonable efforts to settle the Dispute. To this end, they shall consult and negotiate with each other in good faith and understanding of their mutual interests, in order to attempt to reach or cause an equitable solution satisfactory to all such parties, failing which the matter shall be referred to binding arbitration as provided for in this Section 1.2.

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1.3 **Number and Gender**

In this agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.4 **Time of Essence**

Time shall be of the essence hereof.

1.5 **Statutes and Regulations**

Any reference in this agreement to all or any part of any statute or regulation shall, unless otherwise expressly stated, be a reference to that statute or regulation or the relevant part thereof, as amended, substituted, replaced, or re-enacted from time to time.

1.6 **Invalidity of Provisions**

Each of the provisions in this agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof.

**ARTICLE 2
REPRESENTATIONS, WARRANTIES, COVENANTS
AND ACKNOWLEDGMENTS OF THE PARTIES**

2.1 **Representations, Warranties, Covenants And Acknowledgments of the Parties**

Each party hereto represents, warrants, covenants and acknowledges to the other parties hereto as follows:

- (a) **Status.** It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.
- (b) **Powers.** It has the power to execute this agreement and any other documentation relating to this agreement to which it is a party, to deliver this agreement and any other documentation relating to this agreement that it is required by this agreement to deliver and to perform its obligations under this agreement and any obligations it has under any document that it is required by this Agreement to deliver and has taken all necessary action to authorize such execution, delivery and performance.
- (c) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any Law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other Governmental Authority



applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

- (d) **Consents.** All Governmental Authority and other consents from other Persons that are required to have been obtained by it with respect to this agreement or any other document that it is required by this Agreement to deliver have been obtained and are in full force and effect and all conditions of any such consents have been complied with.
- (e) **Obligations Binding.** Its obligations under this agreement and any other document that it is required by this Agreement to deliver constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at Law)).
- (f) **Absence of Litigation.** There is no pending or, to its knowledge, threatened against it or any of its representatives any action, suit or proceeding at law or in equity or before any court, tribunal, or other Governmental Authority or any arbitrator that is likely to affect the legality, validity or enforceability against it of this agreement or any other document that it is required by this Agreement to deliver or its ability to perform its obligations under this agreement or such other document.
- (g) **Recitals.** The recitals to this agreement are true and correct in substance and in fact, are an integral part of this agreement and are deemed to be part of this agreement and are incorporated into this agreement by reference.

ARTICLE 3
COVENANTS OF THE PARTIES

3.1 Covenants of the Parties

Each party covenants to and agrees with the other parties to this agreement that it shall, from the date of this agreement to the Closing Date do or cause to be done or to cause the Association to do or cause to be done, the following, as applicable:

- (a) RM 499, RM 501 and the Town shall incorporate the Association as a non-profit charitable corporation under the Act with such provisions in the Articles of Incorporation as, RM 499, RM 501 and the Town may agree to and as are customary and appropriate for a non-profit charitable corporation which provides, maintains, and develops fire and rescue services within the boundaries designated by the Association;
- (b) each of RM 499, RM501, and the Town shall appoint an equal number of directors to the Association;
- (c) each of RM 499, the RM 501, and the Town shall be admitted as the initial members of the Association;
- (d) the Association shall apply for a charitable tax number with Canada Revenue Agency;

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- (e) RM 499, RM501, and the Town shall establish bylaws and other governance documents for the operation of the Association, containing such terms and conditions as may be agreed to by them and as are customary and appropriate for a non-profit charitable corporation which provides, maintains, and develops fire and rescue services within the boundaries designated by the Association;
- (f) the Existing Association shall assign and transfer all of its property, assets, rights and interests to the Association and the Association shall assume all of the obligations of the Existing Association;
- (g) the Association shall hire all employees of the Existing Association, if any;
- (h) the Existing Association shall finalize their operations and be wound up and dissolved;
- (i) each party hereto will, on the request of the other parties hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, things, Contract, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of the foregoing and all other the terms and conditions of this agreement.

ARTICLE 4
CONDITIONS

4.1 Conditions

Notwithstanding anything herein contained, the obligation of a party hereto to complete the transactions provided for herein will be subject to the fulfillment of the following conditions at or prior to the Closing Time:

- (a) **Accuracy of Representations and Warranties and Performance of Covenants.** The representations and warranties of each party contained in this agreement or in any documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate on the date hereof and at the Closing Time with the same force and effect as though such representations and warranties had been made as at the Closing Time, regardless of the date as of which the information in this agreement or other document made pursuant hereto is given. In addition, each party shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Time.; and
- (b) **Legal Matters:** All actions, proceedings, instruments, Contracts and documents required to implement this agreement, or instrumental hereto, and all legal matters relating to all transactions contemplated herein by each party, shall have been approved as to form and legality by counsel for each party, acting reasonably.

ARTICLE 5
GENERAL PROVISIONS

5.1 Further Assurances

Each party hereto hereby covenants and agrees that at any time and from time to time prior to and after the Closing Date it will, on the request of the other parties hereto, do,

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execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, things, Contract, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this agreement.

5.2 Notices

- (a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:
- (i) delivered personally to an officer, director or authorized representative of such party; or
 - (ii) sent by email.
- (b) Notices shall be sent to the following email addresses:
- (i) in the case of the RM 499:
Address: 211 Main Street, PO Box 130 Turtleford, SK, S0M 2Y0
Email:
 - (ii) in the case of the RM 501:
Address: PO Box 180, Paradise Hill, SK, S0M 2G0
Email:
 - (iii) in the case of the Town:
Address: 134 Main Street, PO Box 368, St. Walburg, SK S0M 2T0
Email:
 - (iv) in the case of the Association:
Address: 311 2nd Street East, PO Box 368, St. Walburg, SK S0M 2T0
Email: swdfra@sasktel.net
- or to such other e-mail addresses as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this paragraph, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.
- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:
- (i) if delivered personally, be deemed to have been given, sent, delivered and received on the date of delivery provided that if delivery is made after 3:00 p.m. local time, delivery shall be deemed not to have occurred until the next business day; and
 - (ii) if sent by e-mail, be deemed to have been given, sent, delivered and received on the date it was transmitted, provided that if delivery is made



after 3:00 p.m. local time, delivery shall be deemed not to have occurred until the next business day.

5.3 Counterparts

This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

5.4 Transmission by Facsimile

The parties hereto agree that this agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile, email or such similar device will be treated as binding as if originals.

5.5 Expenses of Parties

Each of the parties hereto shall bear all expenses incurred by it in connection with this agreement including, without limitation, the charges of their respective counsel, accountants, financial advisors and finders.

5.6 Announcements

No announcement with respect to this agreement or the transactions contemplated hereby will be made by any party hereto without the prior approval of the other parties. The foregoing will not apply to any announcement by any party required in order to comply with laws pertaining to timely disclosure or to announcements otherwise required by applicable Laws, or to a Governmental Authority.

5.7 Assignment

Neither this agreement nor the rights or obligations of a party hereunder shall be assignable without the written consent of the other parties to this agreement.

5.8 Successors and Assigns

This agreement shall be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any Person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this agreement.

5.9 Entire Agreement

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

5.10 Waiver

Any party hereto which is entitled to the benefits of this agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Closing Time; provided,

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however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

5.11 Amendments

No modification or amendment to this agreement may be made unless agreed to by the parties hereto in writing.


5.12 Legal Advice


Each of the parties hereto, by their execution of this agreement, acknowledge that such party has carefully read and fully understands the terms of this agreement and has had the opportunity to obtain independent legal advice with respect to this agreement and executed this agreement willingly and in the absence of coercion by any Person.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.



RURAL MUNICIPALITY OF MERVIN NO. 499

Per: 
Name: Victor Hamm
Title: Councillor

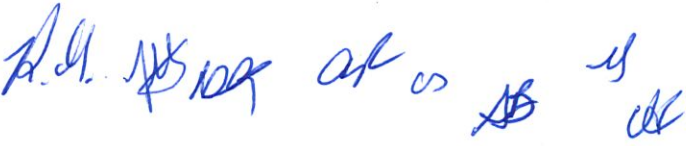
Per: 
Name: Shiloh Bronken
Title: Chief Administrative Officer
I/We have the authority to bind the municipality



RURAL MUNICIPALITY OF
FRENCHMAN BUTTE NO. 501

Per: 
Name: Tom Hougham
Title: Reeve

Per: 
Name: Allison Roschker
Title: Chief Administrative Officer
I/We have the authority to bind the municipality



Per:

Title: Mayor

Per:

Title: Assistant Administrator

**ST. WALBURG AND DISTRICT FIRE
AND RESCUE ASSOCIATION**

Per:

Title: Chairperson

Per:

Title: Vice Chairperson

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R.M. of Frenchman Butte No. 501

POLICY TITLE Municipal Asset Disposal Policy		ADOPTED BY RM Council Resolution No. 2024-02-13-042 EFFECTIVE DATE February 13, 2024	POLICY NO. 100-18
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: Rescinded:	Resolution No. Resolution No.

1.0 PURPOSE:

The purpose of this policy is to establish clear guidelines for the disposal of assets owned by the RM of Frenchman Butte No. 501, ensuring that the process is transparent, equitable, and maximizes the financial return to the municipality.

2.0 DEFINITIONS:

- 2.1. **Ratepayer:** An individual or entity that pays taxes or fees to the RM of Frenchman Butte.
- 2.2. **Asset:** Any item of property owned by the RM, including but not limited to vehicles, equipment, land, buildings, and infrastructure.
- 2.3. **Council:** The governing body of the RM of Frenchman Butte No. 501, responsible for making decisions on behalf of the municipality.
- 2.4. **Disposal:** The process of selling, transferring, or otherwise disposing of an RM asset.
- 2.5. **Fair Market Value (FMV):** The estimated price at which an asset would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.
- 2.6. **Public Notice:** A formal announcement or advertisement placed in local newspapers, the RM's official website, or other channels as deemed appropriate by the Council, to inform the public of significant actions or decisions, including the sale of RM assets.
- 2.7. **Consignment Sale:** An arrangement in which an asset is given to an agent (a third party) to sell. The agent sells the asset on behalf of the owner (the RM) and earns a commission or fee based on the sale price.
- 2.8. **Direct Sale:** A transaction in which the RM sells an asset directly to a buyer without the use of an intermediary or agent.
- 2.9. **Sealed Bid:** A method of selling an asset where prospective buyers submit confidential offers to the RM. The bids are opened in a formal setting, and the asset is sold to the highest bidder, subject to any conditions set by the Council.
- 2.10. **Auction:** A public sale in which assets are sold to the highest bidder, conducted either in person, online, or through a combination of both methods.
- 2.11. **Appraisal:** A professional assessment of an asset's value, conducted by a qualified individual or firm to determine its fair market value.
- 2.12. **Surplus Asset:** An asset that is no longer needed for the operations or purposes of the RM and has been officially declared as surplus by the Council.
- 2.13. **Reserve Price:** The minimum price at which an asset is allowed to be sold at auction or sealed bid. This price is usually based on the asset's appraised value.

3.0 SCOPE:

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POLICY TITLE

Municipal Road Maintenance Policy

- 3.1. This policy applies to all assets owned by the RM of Frenchman Butte No. 501, including vehicles, equipment, land, and buildings.

4.0 AUTHORITY AND RESPONSIBILITY:

- 4.1. The Council of the RM of Frenchman Butte No. 501 holds the authority to approve the sale of all municipal assets. The Chief Administrative Officer (CAO) is responsible for the administration of this policy and for recommending to the Council the disposal of municipal assets.

5.0 PROCEDURES FOR DISPOSAL:

- 5.1. **Identification of Surplus Assets:** Departments within the RM must periodically review their assets and identify any that are no longer needed or are surplus to requirements.
- 5.2. **Approval for Disposal:** The CAO must submit a report to the Council detailing the assets recommended for disposal and the reasons for their disposal.
- 5.3. **Valuation:** Surplus assets must be appraised or valued to determine their fair market value. This valuation shall be conducted by a qualified independent appraiser or through market analysis.
- 5.4. **Methods of Disposal:** Surplus assets may be disposed of through public auction, sealed bids, trade-in, public tender, or direct sale, as recommended by the CAO and approved by the Council.
- 5.5. **Public Notice:** Except for trade-ins and direct sales under a specific value threshold determined by the Council, all disposals must be publicly advertised.
- 5.6. **Approval of Sale:** The final sale of any asset must be approved by the Council, with details of the sale including the buyer and the sale amount included in the Council's meeting minutes.

6.0 CONFLICT OF INTEREST:

- 6.1. All transactions must be conducted at arm's length to prevent any conflicts of interest. No municipal asset may be sold directly to a Council member, employee of the RM, or their immediate families without transparent, competitive processes and Council approval.

7.0 CONSIGNMENT SALES:

- 7.1. In cases where the RM decides to sell an asset through consignment, a formal agreement with the consignment firm must be established, detailing the terms of the consignment, responsibilities, fees, and the process for returning the proceeds to the RM.

8.0 REPORTING:

- 8.1. The CAO shall report annually to the Council on all disposals of municipal assets, including details of the assets disposed of, the method of disposal, and the financial outcome.

9.0 REPEALING:

- 9.1.1. This policy shall be administered and interpreted by the CAO; however, this policy cannot be amended without Council approval.
- 9.1.2. This policy replaces all previous policies and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.
- 9.1.3. This policy shall come into force and take effect on February 13, 2024, and shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.