

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2020-06

**A BYLAW TO PROVIDE FOR ENTERING INTO A MAINTENANCE
AGREEMENT 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:

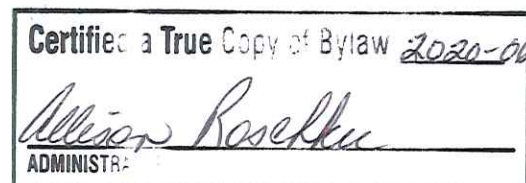
1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into a Maintenance Agreement with the 501 Utility Authority Inc.
2. The Maintenance Agreement is attached and forms a part of this bylaw, identified as "Exhibit A".
3. The Deputy Reeve and the Chief Administrative Officer of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached Agreement identified as "Exhibit A".
4. Bylaw 2020-04 is hereby repealed.

Read a third time and adopted
this 6th day of May 2020.




Reeve


Chief Administrative Officer



501 UTILITY MAINTENANCE AGREEMENT

THIS AGREEMENT MADE EFFECTIVE the _____ day of _____, 2019.

BETWEEN:

501 UTILITY AUTHORITY INC,
a Public Utility Board and body corporate established
pursuant to s. 33 of *The Municipalities Act*, S.S. 2005 c. M-36.1
(the "Utility")

AND THE

RM of FRENCHMAN BUTTE No. 501
(the "Service Provider")

WHEREAS:

- A. The Utility and the Service Provider shall be collectively referred to herein as, the "Parties".
- B. The Utility requires maintenance of the system, grounds and buildings erected for liquid waste disposal for the public benefit, convenience and use.
- C. The Parties, and each of them, wish to enter into an Agreement for these services as outlined in Schedule B of this agreement.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

- 1. Subject to the terms and conditions of this Agreement, the Utility operates a waste-water, sewage and sanitation system using the RM of Frenchman Butte No. 501, (the Service Provider) maintenance staff and equipment.
- 2. The Service Provider shall at all times be subject to the direction of the Utility and shall keep the Utility informed as to all matters concerning the Utility's activities as well as the status of the services.
- 3. The services will be performed by the Service Provider at the Service Provider's own risk. The Service Provider further agrees to indemnify, hold harmless and defend the Utility and its partners, officers, agents, employees, successors and assigns, from and against any and all claims, demands, judgments, liabilities, losses, expenses, fines, penalties, taxes or damages (including legal fees) (collectively the "Liabilities") resulting from any loss, injury, accident or disability incurred by the Service Provider that is in any way related to the provision of the services.
- 4. The Parties agree that the Utility will pay the Service Provider for the performance of the services at the rates approved by the Board, in the manner and on the terms described in Schedule "A" attached hereto. Unless otherwise agreed to between the Parties, the rates set out in the said Schedule "A" are fixed for the Term but may be reviewed if notice is given by the 1st day of July of each year.

5. The term of this Agreement will be an indefinite term unless terminated earlier in accordance with the terms set out hereunder. Notwithstanding the foregoing, this Agreement may be terminated on the earlier of:
- (a) A minimum of sixty (60) days written notice; or
 - (b) Any date as mutually agreed in writing among all the parties hereto;
6. This Agreement, which includes the attached Schedule "A" and also the Delegation of Duties Summary, Schedule "B" constitutes the entire agreement between the Parties relating to the services and supersedes any prior understandings or agreements, either written or verbal. No other terms or conditions whether express or implied, shall form a part of this Agreement unless specified in the Corporate Bylaw/Constitution or the Operating Agreement. Any modification to this Agreement must be in writing and signed by the Utility and the Service Provider.
7. The Service Provider shall not assign this Agreement or subcontract the performance of any of the services without the prior written consent of the Utility.

IN WITNESS WHEREOF the Parties hereto have hereunto executed this agreement this

_____ day of _____, 2020.

501 UTILITY AUTHORITY INC.

RM of FRENCHMAN BUTTE No. 501

Per: _____
Chair

Per: _____
Deputy Reeve

Per: _____
Vice-Chair

Per: _____
Chief Administrative Officer, (CAO)

Schedule "A"

The Parties agree that the Service Provider shall be compensated in Canadian funds if monetary consideration applies for the performance of the services as per the following:

- a) The principles and directives as established within the Multi-Municipality WasteWater Management Agreement shall form the basis for the determination of compensation between the Parties. Specific reference is made herein to Section 2.0, Funding the Authority and the understandings contained in 2.1.2 through to 2.5 inclusive as agreed to by all Parties on November 30th, 2018.
- b) The established rates per month are waived for the Service Providers by the resolution of the Board of Directors of the 501 Utility Authority Inc., however the Service Provider will have the right to require a review and change to the compensation on the 1st day of July of each year. Notice as outlined within the Notice Bylaw of the Utility is required to initiate a consideration of the change to any maintenance fees payable to the Service Provider.
- c) A flat fee, when applicable, will be set at a rate agreed to by the parties unless it is otherwise determined by agreement that services are not provided for financial considerations but rather are for reciprocal consideration. Such consideration is specified in this document and attached as Schedule B.

Schedule “B”

Delegation of Maintenance Duties

The following summary of services is in furtherance of detail in the Operating Agreement which also forms the context and direction of the Maintenance Agreements with the 501 Utility.¹

1. RM of Frenchman Butte No. 501

- At the lagoon site SW 11-53-23-W3, the Booster Station NW 9-53-23-W3, at the Truck Dump Pt. SW 11-53-24-W3 – grading, snowplowing, gravelling and mowing grass.
- At the Paradise Hill Sewage Pump Station and St Walburg Sewage Pump Station - gravel the access roads.
- In accordance with Agreement section 1.1.3.

2. Town of St. Walburg

- Sewage Pump Station and Truck Dump SE 4-54-22 W3; Source quarter section SE-04-54-22-3; Surface Parcel Number 154310745
- Provide daily inspection of the building and operating system. The individual(s) performing this work will be a Town employee under the Town’s supervision compliant with OH&S regulations and all relevant policies and procedures, or an independent contractor.
 - This will include grading, snowplowing/removal as well as mowing grass.
 - In accordance with Agreement section 1.1.2.
 - Lagoon SW 11-53-23-W3;
 - On an alternating basis with the Village of Paradise Hill, and as arranged by the Village and Town, provide daily inspection and maintenance of the lagoon’s infrastructure.

3. Village of Paradise Hill

- Sewage Pump Station (SW side by Creek), Block ER1, Plan 101877127 ext. 0, parcel #161458566 / per *SaskPower* (SW 3-53-24 W3), Booster Station (NW 9-53-23 W3), at the Truck Dump (Pt. SW 11-53-24-W3);
 - Provide daily inspection of the building and operating system. The individual(s) performing this work will be a Village employee under the Village’s supervision compliant with OH&S regulations and all other relevant policies and procedures, or an independent contractor.
 - At the Sewage Pump Station this will include grading, snowplowing/removal as well as mowing grass.
 - In accordance with Agreement section 1.1.1.
- Lagoon SW 11-53-23-W3;
 - On an alternating basis with the Town of St. Walburg, and as arranged by the Village and Town, provide daily inspection and maintenance of the lagoon’s infrastructure.

¹ i. Attach a copy of the certification of each of the Service Provider’s employees or their contractor

ii. See Multi-Municipality Wastewater Management Agreement, Nov 7, 2018, delegation under 1.0, 1.1, The Authority will retain ownership of the wastewater facilities...The management and operation of the facilities will be the responsibility of the parties as specified in; 1.1.1, 1.1.2, 1.1.3 and 1.1.4.