

VILLAGE OF THEODORE

Regular Meeting of Council
Theodore Stationhouse Museum

October 21, 2020

Present: Mayor Kevin Urbanoski
Councillor Barb Hutzul
Councillor Danielle Knorr
Councillor Dorothy Oliver
CAO Lyndon Stachoski

Observers: Jennifer Ross, Jeffrey MacKay, Patricia Pidlensny, Denis Biblow, Darlene Fleming, Anita Dawson, Verna Famulak, Grant Frederickson, Linda Senyk.

Note: *The meeting was held at the museum in order to provide sufficient space for the required social distancing as regulated by provincial and federal guidelines during the COVID19 health threat.*

With quorum present, Mayor Urbanoski called the meeting to order at 7:02 p.m.

Agenda

2020-238 Knorr/Hutzul
That Council accepts the Agenda as presented.

Carried Unanimously

Minutes

It was noted that due to extenuating circumstances, the Minutes of September 23, 2020 Meeting were unavailable at this meeting; and that a Special Meeting is scheduled for October 26, 2020 at 7:00 pm in the Stationhouse Museum to view the referred minutes.

Carried Unanimously

Delegations

Diane Frederickson:

- Expressed concerns with respect to a lack of communication from Council and Administration to the residents of Theodore.
- Was wondering why petty cash was being used for large purchases instead of writing cheques.

Council noted that they were aware of her recent submission of financial inquiries to the CAO and that he will work on gathering the information requested and provide a response in due course.

David Hoffert was unable to attend the meeting so Secretary/Treasurer Jennifer Ross presented the following verbal report:

- The Springside Fire Chief was contacted and after some discussion it was determined that there is a misconception of what the Regional Fire Department is all about. As such, having an independent fire suppression department may be in the best interest of our community.
- This was supported by the good turn-out of Theodore Firefighters in the recent meetings. Meetings are now held every second week and meetings will alternate between classwork training and practical application of the training.
- David was able to acquire some free oxygen tanks, and located some reasonably priced turn-out gear as the current ones are outdated.
- There are some bottles left from the bottle drive fundraiser that will be taken to SARCAN in the near future.

NOTE: Theodore & District Recreation Board will be attending the meeting as a delegation once they have adjourned their meeting which is expected to be 9:30 pm.

Proclamations

Public Hearings

Financial

Accounts 2020-239 Urbanoski/Hutzul
That Council accepts the List of Accounts Payable as presented, and to authorize the payments represented by cheque #16937 to #16961; and online payment #449320 to #449342; payroll #20200911; #20200925 and #20200930 totaling \$91,883.51 as attached hereto and forming part of these minutes.

Carried Unanimously

Statement 2020-240 Knorr/Oliver
That Council accepts the Sept. 2020 Financial Statement as presented.

Carried Unanimously

Correspondence

Reports

Council & CAO 2020-241 Hutzul/Knorr
That Council accepts the verbal reports from council members, with the following information of note;

- Councillor Oliver - nothing to report.
- Councillor Knorr - nothing to report.
- Councillor Hutzul - What is the status of the equipment funded by SGI for our School Safety Zone Upgrade. CAO advised that the equipment was ordered but has yet to arrive.
- Mayor Urbanoski - Has the Property Tax Incentive Program Bylaw been drafted yet? CAO advised that it will be ready for the Special Meeting on October 26, 2020

AND; further to acknowledge that the CAO had no report(s).

Carried Unanimously

Business Arising

Mayor/Councilor Forum

New Business

RCMP 2020-242 Urbanoski/Oliver
That Council accepts the September 2020 Occurrence Summary Report prepared and submitted by the Yorkton RCMP.

Carried Unanimously

Bylaw Enforcement 2020-243 Hutzul/Oliver
That Council accepts the October 8, 2020 report from the Commissionaires South Saskatchewan.

Carried Unanimously

Landfill Closure 2020-244 Urbanoski/Oliver
That Council accepts and approves proceeding with Phase 1 of the Official Landfill Closure as detailed in the Report from ECO Engineering and that ECO engineering be authorized to prepare the final agreement to proceed with the referred closure.

Carried Unanimously

Insurance Deductible 2020-245 Hutzul/Urbanoski
That Council ratifies the decision to pay the insurance deductibles for repairs to the vandalized vehicles owned by employees Dwayne Tobin and Jeffrey MacKay in the amount of \$350 and \$700 respectively; further

more – once the vandal(s) are held to account that the expected restitution will be returned to the Village of Theodore in the aforementioned amounts.

Carried Unanimously

Letter of Resignation 2020-246 Urbanoski/Knorr
That Council accepts, with regret - the letter of resignation submitted by CAO Lyndon Stachoski effective November 11, 2020

Carried Unanimously

Bylaws

No. 2020-05 2020-247 Urbanoski/Oliver
That Bylaw No. 2020-05, being a bylaw to reduce speed on Christopher Street South to 60 kilometers per hour, as having received second reading.

Carried Unanimously

2020-248 Hutzul/Knorr
That Bylaw No. 2020-05, being a bylaw to reduce speed on Christopher Street South to 60 kilometers per hour, be accepted as having received third and final reading and adopted for use by the Village of Theodore.

Carried Unanimously

In-Camera/Out-Camera

In-Camera 2020-249 Urbanoski/Oliver
That Council go in-camera at 8:30 pm, to discuss matter pertaining to human resources and discussions related to staff safety regulations and long term planning.

Carried Unanimously

Out 2020-250 Knorr/Hutzul
That Council return from in-camera to open session at 9:33 pm.

Carried Unanimously

Municipal Reserve Land 2020-251 Urbanoski/Hutzul
That Council directs the CAO to prepare a Bylaw as the first step towards subdividing and selling a portion of the Municipal Reserve Land to the TDRB which is adjacent to the Theodore Re/MAX Arena.

Carried Unanimously

Special Mtg. 2020-252 Knorr/Oliver
That Council holds a Special Meeting on October 26, 2020 at 7:00 pm in the Theodore Stationhouse Museum.
Carried Unanimously

Delegation: Theodore & District Recreation Board Members arrived a 9:35 pm.
- Matt Roebuck, Gerrold Sperling, Betty Baranesky and Alison Norberg.

Arena 2020-253 Urbanoski/Knorr
Sale & That Council authorizes signing officials to execute the Agreement
Land Lease to Sell the Theodore Recreation Facility and to Lease Municipal Reserve
Land to the Theodore and District Recreation Board for \$1.00 and as
detailed within the referred agreement as attached hereto forming part
of the minutes.
Carried Unanimously

Adjournment
2020-254 Oliver/Hutzul
That the meeting be adjourned at 10:00 pm.
Carried Unanimously



Mayor, Kevin Urbanoski



Administrator (CAO), Lyndon Stachoski



Report Date
10/21/2020 3:17 PM

Village of Theodore
List of Accounts for Approval
As of 10/21/2020
Batch: 2020-00184 to 2020-00200

Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
Bank Code: AP - AP-General Oper					
Computer Cheques:					
16937	9/30/2020	Lepitzki, Sherri SEPT 2020	Sept Contract Admin Assist	476.00	476.00
16938	9/30/2020	St-Hilaire, Francine SEP 2020	Municipal Building Caretaker	214.06	214.06
16939	10/02/2020	Ministry of Finance SEP 2020 EPT	SEPT EPT REMITTANCE	2,836.94	2,836.94
16940	10/02/2020	Christ the Teacher RCSSD # 212 SEP 2020 EPT	SEPT EPT REMITTANCE	1,201.90	1,201.90
16941	10/21/2020	Auto Electric Service Ltd. 020N6451	FIRE TRK NEW ALERNATOR	419.70	419.70
16942	10/21/2020	Canadian Linen & Uniform 6001332.950 6001337581	Mats and Laundry Mats and Laundry	69.65 69.65	139.30
16943	10/21/2020	Claretech Industries Inc. 849839 849776 848554	WATER CHEMICALS WATER CHEMICALS EQUIPMENT LOANER FEE	169.68 982.22 85.25	1,237.15
16944	10/21/2020	Commisionaires, South SK Div. 29472	08/25/2020 to 09/24/2020	327.60	327.60
16945	10/21/2020	Canadian Pacific Railway 11124849	RAILWAY CROSSING	296.00	296.00
16946	10/21/2020	Diamond Asphalt Repair VT10022020	CHIP SEAL CONTRACT	58,967.09	58,967.09
16947	10/21/2020	Konica Minolta Business 9007160739	Copier Machine Usage	43.57	43.57
16948	10/21/2020	Kooler Refrigeration 2502	ARENA/HALL REPAIRS	940.18	940.18
16949	10/21/2020	Ashley Langan 01750030	DEPOSIT REFUND	66.35	66.35
16950	10/21/2020	Newton Landscaping 8654	ALLARY CURB STOP REPAIR	849.15	849.15
16951	10/21/2020	Operator Certification Board 10784	ANNUAL CERTIFICATE FEE	150.00	150.00
16952	10/21/2020	Ottobreit Sanitation Service 0000170612	SEPT SOLID WASTE/RECYCLE	6,783.33	6,783.33
16953	10/21/2020	Purolator Courier Ltd. 445556921 445622449	SHP WTR TESTER SHP WTR TESTER	22.43 29.75	52.18
16954	10/21/2020	SK Health Authority 3363247 3362336	WATER SAMPLE LAB FEE WATER SAMPLE LAB FEE	23.00 23.00	46.00

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
16955	10/21/2020	Shack's Hauling 2015-426	FIRE HYD REPAIR R/W AVE	1,176.30	1,176.30
16956	10/21/2020	SUMA OCT 2020	OCT PAYROLL BENEFITS	897.77	897.77
16957	10/21/2020	ULINE Canada Corporation 7288648	OH& S SAFETY GEAR	914.12	914.12
16958	10/21/2020	Kevin Urbanoski BANNER	REMIT BANNER COST	39.86	39.86
16959	10/21/2020	Village Variety 32039	COFFEE SUPPLIES	32.97	32.97
16960	10/21/2020	Wolseley Mechanical Group 112165	WATER CHEMICALS	488.40	488.40
16961	10/21/2020	Xylem Canada Company 3558341769	REBUILD LIFT STN PUMP	401.15	401.15
Other:					
449320-Man	10/19/2020	Saskenergy SEP 2020 01	SEPT CURLING RINK HEAT	47.38	47.38
449321-Man	10/19/2020	Saskenergy SEP 2020 02	SEPT LIFT STN GAS/HEAT	43.87	43.87
449322-Man	10/19/2020	Saskenergy SEP 2020 03	SEPT SHOP GAS/HEAT	66.54	66.54
449323-Man	10/19/2020	Saskenergy SEP 2020 04	SEPT WTP GAS/HEAT	119.61	119.61
449324-Man	10/19/2020	Saskenergy SEP 2020 05	SEPT SKATING RINK HEAT	129.44	129.44
449325-Man	10/19/2020	Saskenergy SEP 2020 06	SEPT MUNICIPAL BLDG HEAT	50.67	50.67
449326-Man	10/19/2020	Saskenergy SEP 2020 07	SEPT WELL HOUSE HEAT	40.43	40.43
449327-Man	10/19/2020	Saskenergy SEP 2020 08	SEPT MUSEUM HEAT	78.56	78.56
449328-Man	10/19/2020	Saskpower SEP 2020 05	SEPT STREET LIGHTS	1,164.94	1,164.94
449329-Man	10/19/2020	Saskpower SEP 2020 03 SEP 2020 07	SEPT LIFT STN ELECTRIC SEPT ARENA COMPRESSOR	214.73 242.92	457.65
449331-Man	10/19/2020	Saskpower SEP 2020 01	SEPT ELECTRIC MUN. BLDG	147.93	147.93
449332-Man	10/19/2020	Saskpower SEP 2020 09	SEPT ARENA ELECTRIC	259.84	259.84
449333-Man	10/19/2020	Saskpower SEP 2020 04	SEPT WTP ELECTRIC	332.06	332.06

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449334-Man	10/19/2020	Saskpower SEP 2020 02	SEPT CANTEEN ELECTRICAL	37.70	37.70
449335-Man	10/19/2020	Saskpower SEP 2020 06	SEPT WELL HOUSE ELECTRIC	218.68	218.68
449336-Man	10/19/2020	Saskpower SEP 2020 08	SEPT SHOP ELECTRIC	40.50	40.50
449337-Man	10/19/2020	Sasktel SEP 2020 01	SEPT WELL HOUSE ALARM	95.15	95.15
449338-Man	10/19/2020	Sasktel SEP 2020 02	SEPT FAX INTERNET LINE	55.91	55.91
449339-Man	10/19/2020	Sasktel SEP 2020 03	SEPT MUNICIPAL OFFICE	167.38	167.38
449340-Man	10/19/2020	Sasktel SEP 2020 04	SEPT ARENA/HALL PHONE	51.85	51.85
449341-Man	10/19/2020	Sasktel SEP 2020 05	SEPT FIRE HALL PHONE	61.85	61.85
449342-Man	10/19/2020	Sasktel SEP 2020 06	SEPT MUSEUM PHONE LINE	55.91	55.91
20200911-Man	9/11/2020	Jeffrey MacKay SEP 'A' 2020	SEPT 'A' 2020 PAYROLL	1,092.74	1,092.74
20200911-Man	9/11/2020	Lyndon Stachoski SEP 'A' 2020	SEPT 'A' 2020 PAYROLL	1,730.84	1,730.84
20200911-Man	9/11/2020	Dwayne Tobin SEP 'A' 2020	SEPT 'A' PAYROLL	1,372.22	1,372.22
20200925-Man	9/25/2020	Jeffrey MacKay SEP 'B' 2020	SEPT 'B' 2020 PAYROLL	1,092.74	1,092.74
20200925-Man	9/25/2020	Lyndon Stachoski SEP 'B' 2020	SEPT 'B' 2020 PAYROLL	1,730.84	1,730.84
20200925-Man	9/25/2020	Dwayne Tobin SEP 'B' 2020	SEPT 'B' PAYROLL	1,372.22	1,372.22
20200930-Man	9/30/2020	Hutzul, Barb SEP 2020	SEPT COUNCIL INDEMNITY	150.00	150.00
20200930-Man	9/30/2020	Knorr, Danielle SEP 2020	SEPT COUNCIL INDEMNITY	150.00	150.00
20200930-Man	9/30/2020	Jeffrey MacKay SEP 2020	SEPT FINAL FIRE CHIEF INDEM	150.99	150.99
20200930-Man	9/30/2020	Oliver, Dorothy SEP 2020	SEPT COUNCIL INDEMNITY	100.00	100.00
20200930-Man	9/30/2020	Kevin Urbanoski SEP 2020	SEPT COUNCIL INDEMNITY	220.00	220.00
				Total for AP:	91,883.51

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Payment #	Date	Vendor Name Invoice #	Reference	Invoice Amount	Payment Amount
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Mayor



Administrator



MEMORANDUM OF PURCHASE AND SALE

BETWEEN:

VILLAGE OF THEODORE (the "Vendor")

- and -

THEODORE AND DISTRICT RECREATION BOARD INC. ("the Purchaser")

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Whereas the Vendor is a municipality which has an ice arena facility available to its ratepayers and other users;

And Whereas the Purchaser is a non-profit organization which tries to enhance and maintain recreational opportunities for the people of Theodore and surrounding area;

And Whereas the parties have agreed that it is the best interest of stakeholders for the Vendor to sell the arena facility to the Purchaser;

And Whereas the parties agree that the Purchaser must continue to make the arena available for public use;

Now Therefore for Valuable Consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. LAND

The Vendor shall sell to the Purchaser, who agrees to purchase from the Vendor, the entire Vendor's interest in the land legally described as follows:

- BLK/PAR C-PLAN 82Y04097 SURFACE PARCEL #144293452 (the "Arena")
- BLK/PAR F-PLAN BB1729 Ext. 0 - SURFACE PARCEL # 142616998 ("Village Land")

And the Vendor shall also take steps to sell municipal reserve land legally described as follows:

- BLK/PAR R2-PLAN 82Y04097 Ext. 0 - SURFACE PARCEL # 152113025 (the "Crown Land"), subject to a legal sub-division of the water treatment plant and generator site.

PURCHASE PRICE

The purchase price for the Arena shall be \$1.00, the price for the Crown Land shall be \$1.00 and the purchase price for the Village Land shall be \$1.00 (the "Purchase Price") in lawful money of Canada to be paid to the Vendor on or before the Possession Date.

2. WARRANTY OF TITLE

The Vendor shall provide clear title to the Arena and the Village Land without any encumbrances, liens or mortgages registered against the land except the following:

- a) Easement in favour of Saskatchewan Power Corporation registered as Int. Register number 107757546;
- b) Easement in favour of Saskatchewan Telecommunications registered as Int. Register number 107758389;
- c) A registration by the Vendor to protect its interests and rights as set out in this agreement.

The Vendor shall take steps to provide clear title to the Crown Land including passing such bylaws and providing such public notice as is required by Provincial or Municipal law to sell the Crown Land. The parties agree that in the event the Vendor is unable to sell the Crown Land to the Purchaser despite the Vendor using reasonable efforts, then the Vendor's obligations relating to transfer of the Crown Land shall terminate and only the Arena and Village Land shall be transferred. Until the Crown Land is able to be transferred, the Vendor shall lease the Crown Land to the Purchaser under the terms of a separate written lease.

3. WARRANTY OF CONDITION

The Purchaser agrees that the Purchaser has had a reasonable opportunity to inspect the Arena, Crown Land and Village Land. The parties, therefore, agree that the Arena, Crown Land and Village Land is purchased or leased "as is" without any representations or warranties from the Vendor to the Purchaser respecting the quality or condition of the Arena, Crown Land or Village Land. Any and all repairs to the Arena, Crown Land or Village Land will be the sole responsibility of the Purchaser upon the closing of this transaction.

The Purchaser acknowledges that there may be an encroachment of the Arena on the Crown Land.

4. TRANSFER OF LAND

Upon payment by the Purchaser of the Purchase Price in full and all other amounts required to be paid by the Purchaser, the Vendor agrees to transfer the Arena to the Purchaser, by transfer under *The Land Titles Act* (Saskatchewan).

5. POSSESSION/CLOSING DATE

The Possession Date of this transaction of purchase and sale shall be October 1, 2020, or such other date as agreed by the parties. Upon the Possession Date, the Purchaser shall be entitled to vacant possession of the land subject to any rights of access or interest granted herein.

6. UTILITIES AND TAXES

The Vendor agrees to not levy any property taxes against the Arena, provided that the facility and grounds remain in the possession of the Purchaser and continues to be used

for the same purposes as the Arena was used by the Vendor prior to this transaction.

The Vendor agrees to levy water and sewer charges at a monthly flat rate of \$150.00 which will be billed on a quarterly basis. Any necessary repairs to water or sewer lines and other related plumbing located on the Arena shall be the responsibility of the Purchaser.

All other utilities will be the responsibility of the Purchaser. The parties will review the cost of such utilities every two years to determine if the Vendor shall maintain or decrease the annual contribution made by the Vendor towards costs.

Insurance for the facility will be the responsibility of, and maintained by, the Purchaser.

7. GOODS AND SERVICES TAX

In the event there is any applicable GST, the Purchaser agrees to pay such amount so assessed whenever or however such GST is assessed.

8. COSTS

The Vendor and the Purchaser agree that they shall each be responsible for payment of their own solicitor's legal account respecting this transaction. The Purchaser shall pay for the land title transfer fees.

9. FUNDING/SERVICES

The Purchaser acknowledges that the Vendor received a generous donation of \$10,000.00 from the Estate of Jim Bilokreli which was to be used for the improvement of the Arena. The Purchaser shall provide a plan for such improvement together with a plan for proper recognition for the said donation.

The Vendor agrees to provide an annual unconditional grant of \$20,000.00 to the Purchaser which is to be made payable on or before November 1st of each year. The amount of the grant shall be reviewed every two years and the Purchaser shall submit a proposal to the Vendor by the April 30, 2022 for the first two-year review and then by April 30 every two years thereafter for each subsequent review.

The Vendor shall be responsible for mowing the grass during the summer months and providing snow clearing during the winter months when performing regular village mowing and snow removal. Any additional grass mowing or snow clearing shall be considered a special request and may be subject to machinery and/or manpower charges. The

Purchaser grants the Vendor and its employees and agents a right of way to conduct such grass mowing and snow removal.

10. RESTRICTIONS

No chattel that is transferred with the Arena shall be removed, sold or transferred from the Arena for any reason other than for replacement or update. Any assets purchased after the close of this transaction shall belong solely to the Purchaser and will not form part of this restriction.

Should the Purchaser wish to sell the Arena at any point in time, the Vendor shall have first right to purchase the Arena (and included chattels and replacements) for the same price contained herein, namely, \$1.00. If the Vendor does not exercise the option within 60 days of the Purchaser notifying the Vendor in writing of its intention to sell the Arena, then the Purchaser may sell the Arena to a third party.

11. EMERGENCIES

In the event of a public emergency, the Purchaser will allow the Vendor to make available to the residents of Theodore the Arena for temporary shelter.

12. EXECUTION IN COUNTERPART AND DELIVERY BY FAX OR EMAIL

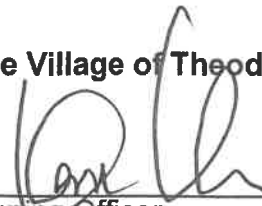
The Memorandum of Sale and Purchase may be executed by the parties in counterparty and transmitted by fax or electronic mail and if so executed and transmitted this Memorandum of Sale and Purchase will be for all purposes as effective as if the parties had executed and delivered an original Memorandum of Sale and Purchase.

13. GENERAL


- a) The Vendor and Purchaser agree to execute promptly, when prepared, any documents required to complete this transaction.
- b) If the date for payment of monies or the giving of any notice shall fall on a Saturday, Sunday or statutory holiday, the date for the payment of monies shall be deemed postponed and extended until the next following business date.
- c) Each party that executes this agreement as Vendor or Purchaser, as the case may be, shall jointly and severally liable for performance of the respective Vendor's or Purchaser's covenants, agreements, representations and warranties.
- d) This Agreement and all the terms of it shall ensure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns, and all terms and references thereto

IN WITNESS WHEREOF the Vendor has set its hands and seals at Theodore, in the Province of Saskatchewan, this 21st day of October, 2020.


The Village of Theodore



Signing Officer



Signing Officer





IN WITNESS WHEREOF the Purchaser has set their hand and seal at Theodore Saskatchewan, this 21st day of October, 2020.

Theodore and District Recreation Board Inc.

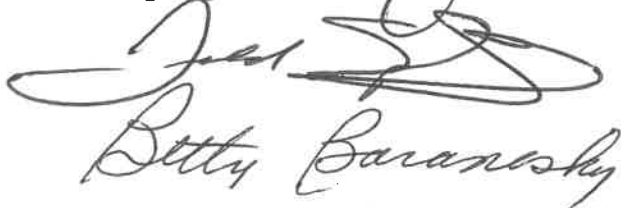
Seal



Signing Officer



Signing Officer -


Betty Baranovsky

MUNICIPAL RESERVE LEASE

BETWEEN:

VILLAGE OF THEODORE (the "Lessor")

- and -

THEODORE AND DISTRICT RECREATION BOARD INC. ("the Lessee")

Whereas the Lessor is a municipality which has control over municipal reserves within its municipal boundaries;

And Whereas the Purchaser is a non-profit organization which tries to enhance and maintain recreational opportunities for the people of Theodore and surrounding area;

And Whereas the parties agree that the Lessee is best suited to offer recreational opportunities to the public in relation to the municipal reserve land herein leased;

Now Therefore for Valuable Consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. LEASE

The Lessor does hereby lease to the Lessee the following land:

Blk/Par R2-Plan 82Y04097 Ext. 0-Surface Parcel #152113025 (the "Municipal Reserve").

2. TERM

The lease shall be for a term of five years commencing October 15, 2020 which shall be renewal at the option of the Lessee for an additional five years.

3. RENTAL

The parties acknowledge that the Municipal Reserve has minimal commercial leasing value and that in exchange for the Lessee's obligation to maintain the Municipal Reserve and to assume liability relating to thereto, the parties agree that a fair value rent shall be \$1.00 per annum.

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original in agmt. file

4. USE

The Lessee shall only use the Municipal Reserve to provide recreational activities and events to the general public.

5. LIABILITY

The Lessee assumes all risk and liability associated with the Municipal Reserve and the Lessee hereby indemnifies the Lessor completely and wholly including costs of reasonable legal fees for any claim brought against the Lessor relating to the Lessee's use of the Municipal Reserve. The Lessee shall maintain adequate third party insurance and shall provide the Lessor confirmation of same when requested and at least annually.

6. MAINTENANCE

The Lessee shall maintain the Municipal Reserve in good condition during the term of the lease.

7. COSTS

During the term of the lease, the Lessee shall be responsible for all costs relating to the Municipal Reserve including ~~taxes, fees, maintenance, and insurance.~~

8. EXECUTION IN COUNTERPART AND DELIVERY BY FAX OR EMAIL

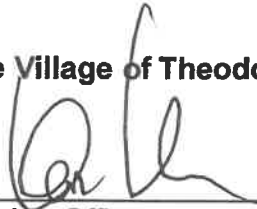
This lease may be executed by the parties in counterparty and transmitted by fax or electronic mail and if so executed and transmitted this Memorandum of Sale and Purchase will be for all purposes as effective as if the parties had executed and delivered an original lease agreement.

9. GENERAL


- a) The Lessor and Lessee agree to execute promptly, when prepared, any documents required to complete this transaction.
- b) This Agreement and all the terms of it shall ensure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns, and all terms and references thereto

IN WITNESS WHEREOF the Lessor has set its hands and seals at Theodore, in the Province of Saskatchewan, this 21st day of October, 2020.


The Village of Theodore



Signing Officer



Signing Officer





IN WITNESS WHEREOF the Lessee has set their hand and seal at Theodore, Saskatchewan, this 21 day of October, 2020.

Theodore and District Recreation Board Inc.

Seal



Signing Officer



Signing Officer -

