



Government  
of  
Saskatchewan

Minister of  
Government Relations  
Legislative Building  
Regina, SK Canada S4S 0B3

**MINISTER'S ORDER  
TO INCORPORATE THE ORGANIZED HAMLET OF ELK RIDGE  
AS THE RESORT VILLAGE OF ELK RIDGE**

Pursuant to sections 53 and 59 of *The Municipalities Act*, the Organized Hamlet of Elk Ridge has applied to incorporate as the Resort Village of Elk Ridge.

It is deemed appropriate and in the public interest to incorporate a new resort village. The undersigned therefore issues an Order pursuant to section 61 of *The Municipalities Act*.

**IT IS HEREBY ORDERED THAT:**

1. a) Subject to the conditions in clauses 9 through 17 being completed to the satisfaction of the Ministry of Government Relations (Ministry), the area described as follows be withdrawn from the Rural Municipality of District of Lakeland No. 521 (RM) and be incorporated as the Resort Village of Elk Ridge (RV) effective 00:00:01 a.m. Saturday, January 1, 2022:

- (i) The Organized Hamlet of Elk Ridge (OH), being that area described in an Order dated January 16, 2016 as:

Lands within the projected Township 57, Ranges 27 and 28, West of the 2<sup>nd</sup> Meridian, described as:

Parcels B and C of Plan 99PA07832; and  
Parcel M, Plan 00PA14903.

- b) The OH ceases to be designated as an organized hamlet as of 11:59:59 p.m. on Friday, December 31, 2021.
  - c) The boundaries of the new municipality of the RV shall comprise the territory in the Province of Saskatchewan, as described and shown in Appendix A.

**IT IS FURTHER ORDERED THAT:**

2. The terms and conditions of the original restructuring agreement entered into by the RM and the OH are approved as shown in the attached Appendix B.

**IT IS FURTHER ORDERED THAT:**

3. The council for the RV will consist of a mayor and four councillors.

4. An election for mayor and councillors for the RV be held on Saturday, September 4, 2021:
  - a) Nomination Day for the election be Saturday, July 31, 2021 from 11:00 a.m. to 2:00 p.m. at the RM office, 48 Main Street, Christopher Lake, Saskatchewan.
  - b) Advance polls for the election be held on the following days:
    - Saturday, August 21, 2021 from 9:00 a.m. to 1:00 p.m.;
    - Friday, August 27, 2021 from 4:00 p.m. to 8:00 p.m.; and
    - Saturday, August 28, 2021 from 1:00 p.m. to 5:00 p.m.
  - c) Subject to clause 1, the terms of office for the mayor and councillors so duly elected shall commence on the effective date of incorporation, and continue until the first meeting of the council following the general election to be held on Saturday, July 27, 2024.
5. Phil Boivin of Regina, Saskatchewan, be appointed as returning officer, to conduct the election subject to clause 4 in accordance with *The Local Government Election Act, 2015*. The returning officer shall name the polling places for the election.
6. Remuneration for the election officials be: Returning Officer - \$30.00 per hour; Deputy Returning Officer (if required) - \$25.00 per hour plus a lump sum of \$47.00 for training (if required); Poll Clerk - \$20.00 per hour plus a lump sum of \$47.00 for training (if required); Nomination Officer - \$50.00 lump sum plus a lump sum of \$47.00 for training (if required). For all election officials, travel will be paid at the rate of \$0.4736 per travelled kilometre.
7. All election expenses will be paid by the RM and expensed to the OH accounts.
8. Subject to subclause 4 c), the first meeting of the elected council be held Saturday, January 8, 2022, at 10:00 a.m. in the municipal office for the RV.

**IT IS FURTHER ORDERED THAT:**

9. A Transition Committee be appointed to facilitate the transition to becoming an incorporated municipality during the interim period between the election of Saturday, September 4, 2021 and Saturday, January 1, 2022, the effective date of incorporation.
10. The Transition Committee will consist of the persons elected as council members at the election held on Saturday, September 4, 2021, and the person elected as mayor will be chair of the Transition Committee; and they will execute documents as required by the Ministry.
11. Remuneration for the Transition Committee members be paid at a rate of \$50.00 per meeting and travel, if necessary, at \$0.4736 per travelled kilometre.
12. All Transition Committee expenses will be paid by the RM and expensed to the OH accounts.



13. The Transition Committee will conduct all meetings in accordance with *The Municipalities Act* and as follows:
  - a) All decisions shall be made by resolution and recorded by the person appointed as secretary to the Transition Committee;
  - b) All proposed resolutions must receive approval by the secretary prior to a vote being taken by the Transition Committee; and
  - c) All agreements must be approved by resolution and signed by all members and the secretary of the Transition Committee.
14. The Transition Committee's duties and responsibilities are outlined in Appendix C and will be limited to those duties and responsibilities deemed necessary by the Ministry.
15. The duties and responsibilities of the Transition Committee expire at 11:59:59 p.m. on Friday, December 31, 2021.
16. Judy Kanak of Regina, Saskatchewan, holding the position of a municipal advisor, is appointed secretary to the Transition Committee.
17. The secretary's duties and responsibilities are outlined in Appendix D and will be limited to those duties and responsibilities deemed necessary by the Ministry.

**IT IS FURTHER ORDERED THAT:**

18. Wendy Gowda of Christopher Lake, Saskatchewan, be appointed to adjust and settle the assets and liabilities of the former OH and the RM in accordance with legislation, requirements of the Ministry, the restructuring agreement in Appendix B and this Order, including:
  - a) The sale of, the disposition of and the conversion into money of sufficient assets to satisfy the liabilities of the former OH;
  - b) The allocation of any grants, surplus funds and reserves, and the manner of dealing with the liabilities, pursuant to section 63(4) of *The Municipalities Act*. If there are insufficient realizable assets to satisfy the liabilities of the OH and the RM, this appointed person may assess, levy, collect and enforce payment of any amount that may be required to satisfy the liabilities and all associated expenses;
  - c) The authority to require the RM to transfer any funds from the OH accounts, as deemed appropriate, to a trust account prior to the effective date of incorporation and/or directly to the RV after the effective date of incorporation;
  - d) The authority to manage the trust account including:
    - i) the use of and/or transfer of funds from the date of the signing of this Order until the date of the completion of settling the assets and liabilities;
    - ii) the purchase and payment of items authorized by the Transition Committee and the secretary as provided in this Order; and
    - iii) the transfer of funds to the RV or the RM after Saturday, January 1, 2022, the date of incorporation; and
  - e) The authority to jointly execute, with the secretary, any required agreements or documents on behalf of the RV, authorized by the Transition Committee, as

provided in this order for the period commencing on the date of the signing of this Order, and until the first meeting of the elected council of the RV.

19. Remuneration for settling the assets and liabilities be paid by either the RM and expensed to the OH accounts or by the RV to Wendy Gowda at a rate of \$70.00 per hour, and \$0.4736 per travelled kilometre, and reimbursement of related miscellaneous expenses, to a maximum of \$15,000. Amounts beyond the maximum may be allowed only with approval of the Ministry.

**BE IT FURTHER ORDERED THAT:**

20. All bylaws and resolutions in force in the RM continue in force as the bylaws and resolutions of the RV for one year after the date of incorporation or until they are sooner repealed or others are made in their place.
21. Notwithstanding clause 20, any bylaws in force in the RM pursuant to *The Planning and Development Act, 2007*, continue in force as the bylaws of the RV until they are repealed or others are made in their place.
22. Any proceedings commenced by the RM pursuant to *The Tax Enforcement Act* on any real property within that portion of the RM that is incorporated as the RV are, for all purposes, deemed to have been commenced by the RV, and the administrator of the RV shall carry out all the duties imposed by *The Tax Enforcement Act* respecting redemption and furnishing of returns to the Registrar of Titles, and title to the real property is to be issued in the name of the RV.
23. As soon as possible after the signing of this Order, but no later than Thursday, September 30, 2021, the administrator of the RM shall provide to the person appointed to settle the assets and liabilities a copy of the assessment and tax roll for the part of the RM that comprises the OH.
24. As soon as possible after the effective date of incorporation, but no later than Monday, January 31, 2022, the administrator of the RM shall provide to the administrator of the RV a copy of the assessment and tax roll for the part of the RM that now comprises the RV.
25. The effective date of this Order is the date of signing.

Dated at the City of Regina, in the Province of Saskatchewan, this 10 day of June, 2021.



Don McMorris  
Minister of Government Relations

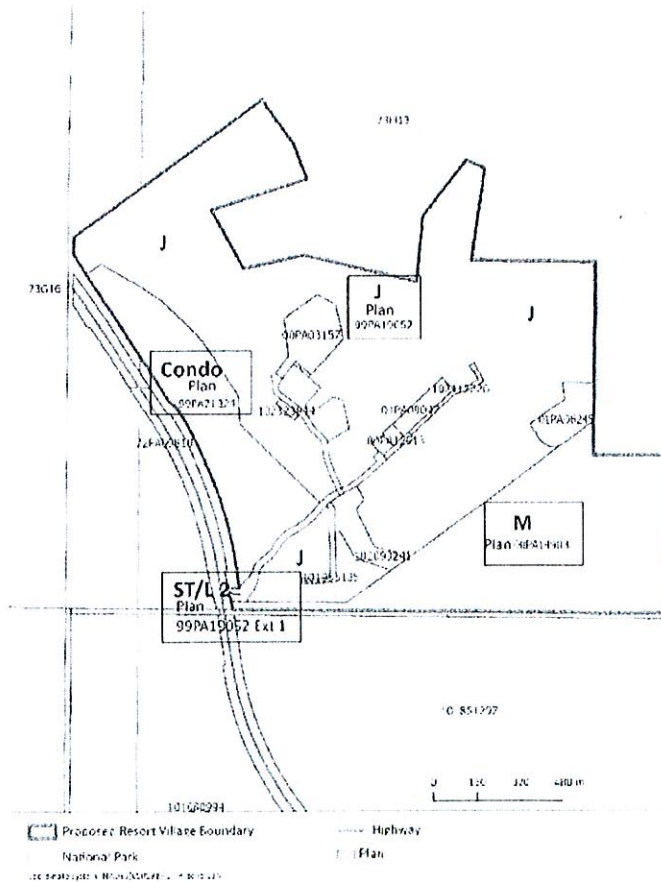


## Appendix "A"

The boundaries of the Resort Village of Elk Ridge shall comprise the territory within the Province of Saskatchewan described as follows and shown on the attached map:

Lands within the projected Township 57, Range 27, West of the 2<sup>nd</sup> Meridian, more specifically described as:

Commencing at the southwest corner of Parcel M Plan 00PA14903 Ext 1;  
 thence northerly along the limits of Parcel M Plan 00PA14903 Ext 1 and St/L 2 Plan 99PA19052 Ext 1;  
 thence easterly along the limit of St/L 2 Plan 99PA19052 Ext 1 to the intersection of the southwest corner of Condo Plan 99PA21324;  
 thence northwesterly along the limits of Condo Plan 99PA21324 to the intersection of Parcel J Plan 99PA19052 Ext 7;  
 thence northwesterly, easterly and southeasterly along the limit of Parcel J Plan 99PA19052 Ext 7 to the intersection of Parcel M Plan 00PA14903 Ext 1;  
 thence southerly and following the limits of Parcel M Plan 00PA14903 Ext 1 to the point of commencement.



**Appendix "B"****Restructuring Agreement****RESTRUCTURING AGREEMENT**

*between the Organized Hamlet of Elk Ridge (initiating party)  
and the  
Rural Municipality of District of Lakeland No. 521 (affected party)*

**Opening Statements**

1. *This agreement has been entered into by the Organized Hamlet of Elk Ridge (OH) and the District of Lakeland No. 521 (District) for the purpose of the Application to form the Resort Village of Elk Ridge (RV).*

**Restructuring Principles**

2. *Both parties agree to respectfully work together to negotiate sustainable, long-range mutual benefits to their ratepayers now and in the future.*
3. *Where one party has concerns on a matter, the other party will negotiate in good faith and work cooperatively toward addressing the concern in this agreement.*
4. *The Memorandum of Understanding (MOU) entered into between the parties on November 15, 2018, and having a term from January 1, 2019 to December 31, 2021, outlines the principles under which the relationship was intended to function. Specifically, the intent was to provide the OH the opportunity to have control over the services provided within the Hamlet and have the District provide the statutory actions required including payment for those contracts. The MOU between the OH and the District is an entirely different relationship than two neighbouring municipalities, so the agreement to move forward separately should not be based on a past relationship. This MOU will terminate on the effective date of the Minister's Order to establish the RV.*

**Governance**

5. *All District bylaws and resolutions in force in the OH continue in force for one year after the date of establishment of the RV or until they are sooner repealed or others are made in their place.*
6. *Notwithstanding clause 5, any bylaws in force in the District pursuant to The Planning and Development Act, 2007, continue in force as the bylaws of the RV until they are repealed or others are made in their place.*
7. *Any proceedings commenced by the District pursuant to The Tax Enforcement Act on any real property within the portion of the District that is incorporated as the RV are, for all purposes, deemed to have been commenced by the RV, and after the Order is made, the Administrator of the RV shall carry out all the duties imposed by The Tax Enforcement Act respecting redemption and furnishing of returns to the Registrar of Title, and title to the real property is to be issued in the name of the RV.*



8. *As soon as possible after the effective date of the Minister's Order incorporating the RV, the Administrator of the District shall provide to the Administrator of the RV a copy of the assessment and tax roll for the part of the District that now comprises the RV.*

#### **Disposition of Assets**

9. *All assets and liabilities of the District within the OH shall become the assets and liabilities of the RV upon removal of the OH from the jurisdiction of the District; with the exception of the fire hall located within the OH which shall remain the property of the District. For clarity, the contents are controlled by the District by way of an agreement with the Lakeland and District Cooperative and Volunteer Fire Department. The District shall remain the owner of the site and will allow continued use and access to service an area broader than the OH. In the event the District decides to dispose of the land and building, the RV shall have right of first refusal for the purchase of said assets.  
For clarification purposes, the assets within the OH does not include development levies collected prior to the OH becoming an organized hamlet.  
The Hamlet Reserves shall be credited with the funds equal to the reduction of payments to Lakeland and District Cooperative Volunteer Fire Department by the District of Lakeland No. 521 in the calendar year the Organized Hamlet of Elk Ridge is designated a RV by Ministerial Order.*
10. *Any outstanding arrears at the time of incorporation shall be paid to the RV, and become the collectable of the RV.*
11. *Any additional third party costs, specifically the cost of an interim audit, if required, will be a shared expense on a 50/50 basis between the District and the OH. Any other direct third party costs related specifically to the restructuring application prior to the Minister's Order, shall be shared on the same basis.*
12. *The appointee named under Part IV; Division 3 of The Municipalities Act to settle the assets and liabilities, shall be responsible for the calculation and disposition of the OH's assets and liabilities and the cash assets (reserve balance) remaining after the settlement.*

#### **Service Delivery**

13. *The District provides services through agreements with contractors; therefore, the District lacks the ability to dictate the terms of any potential agreement for these organizations. Terms of any agreements with the District may or may not be the same as the terms with the RV. These services include, but are not limited to:*
  - a. *Fire protection is provided through an agreement with the Lakeland and District Cooperative Voluntary Fire Department.*
  - b. *Building inspections are completed based on a contract with Chris Letendre (B&B Enforcement) for residential construction and MuniCode for commercial and industrial construction.*
  - c. *Legislation requires all municipalities to be associated with a Library or Regional Library. Contribution and access to the Wapiti Regional Library is legislated through The Regional Libraries Act, therefore, the RV, as a new municipality, would be required to contribute. The District is not involved in provision of this service.*



- d. *CPL Recreation is a partnership between the Villages of Christopher Lake and Paddockwood; the Rural Municipality of Paddockwood No. 520 and the District of Lakeland No. 521 to provide residents with recreation opportunities. with costs shared proportionately by population. Based on the RV's rationale for membership, the District will provide a letter of support for membership if the RV chooses to be involved in this organization.*
- e. *The District receives its Assessment Services through the Saskatchewan Assessment Management Agency (SAMA). This option is also available to the RV without the involvement of the District.*
- f. *The North West Central Waste Management Corporation (NWCWMC) is not a service provider; however, membership in the organization provides for access to recycling contractors and some funding as well as a preferential rate for disposal of waste at the Prince Albert Landfill. Based on the RV's rationale for membership, the District will provide a letter of support for membership if the RV chooses to be involved in this organization.*
- g. *The North Central Lakelands District Planning Commission and related Official Community Plan involve the District of Lakeland No. 521; the RM of Paddockwood No. 520; the Village of Christopher Lake and the Resort Village of Candle Lake and provides for each municipality to have its own Zoning Bylaw and the group to have a common Official Community Plan. The organization was established by bylaw (of each municipality) and agreement as to start up financial contributions and ongoing costs. Based on the RV's rationale for membership, the District will provide a letter of support for membership if the RV chooses to be involved in this organization.*
- h. *The District currently receives its waste collection and disposal services through a contract with Greenland Waste and the District's operation of two landfills (McPhee landfill and Emma Landfill) for the area of the District excluding Elk Ridge and McPhee. The OH currently provides for these services through an agreement with Elk Ridge Resort and the District currently provides for these services through an agreement with Elk Ridge Resort for McPhee. Any amendment or new contract for these services will continue to be separate agreements.*
- i. *The District agrees that the RV refuse may be taken to the McPhee landfill subject to the District's policies including hours of operation for a period of three years or if the District no longer has a permit, whichever is less. If the RV uses the McPhee Landfill, they will be charged the established partners' rate in each year.*
- j. *The District agrees to provide any custom work requested by the RV within the boundaries of the RV for a three-year period, subject to scheduling and equipment availability. If work is performed, the RV will be charged the established District custom work rate (reviewed annually).*

#### **Integration of Administration**

- 14. *The current Administrator and staff will remain employees of the District and will not be employees of the new resort village. Any provision of administrative services to the RV by the District will be as per the terms of a separate agreement, if any, signed by the parties.*



**Annexation**

15. *If the RV Is established, the RM recognizes that the RV will move forward with the annexation of the following lands subject to the processes and approvals of Community Planning; "Crown land adjacent to Highway #264 and Elk Ridge resort current boundary for a total of fifteen acres. The said property shall extend in an easterly direction parallel to Highway #264"*

**Amendments**

16. *This agreement may be amended by the agreement of the District Council and OH Board prior to issuance of the Minister's Order.*

**Effective Date**

17. *This agreement will come into effect on the date of RV Incorporation as set out in the Minister's Order.*

**Appendix "C"**

Pursuant to clause 14 of this Minister's Order, the Transition Committee's duties and responsibilities are to:

- a) Name the location of and secure office space for a municipal office, which shall have sufficient space for administration, a council chambers, and provide public access during hours of operation and council meetings;
- b) Acquire office equipment and supplies needed for operations, including but not limited to: office furniture, computer hardware and software, other electronics, and general supplies;
- c) Appoint and contract/hire a qualified and experienced administrator to start on the effective date of incorporation;
- d) Enter into an agreement and purchase liability and property insurance, including new acquisitions for the RV;
- e) Negotiate and enter into an agreement with each condominium board in the RV to establish a process to resolve conflicts in the event disputes or conflicts arise between the RV bylaws and resolutions and the bylaws of the condominium corporations. The agreement should include, but is not limited to:
  - (i) The process that will be used to resolve disputes. A tiered process could include mandatory mediation and arbitration; and
  - (ii) Defining the nature of disputes that will be resolved under this agreement.
- f) Contract a person (may be the same as the person appointed as administrator), under the supervision of the secretary to the Transition Committee, prior to the incorporation date for the purpose of preparing the office by the effective incorporation date including:
  - (i) Ensuring the security of all records and properties in their possession and provided to the administrator of the RV as soon as possible after the date of incorporation.;
  - (ii) Ensuring all equipment including computers, phones, printers, etc. are operational;
  - (iii) Requesting from Saskatchewan Assessment Management Agency a copy of the assessment roll for the RV;
  - (iv) Setting up the general ledger, assessment and tax roll for the RV; and
  - (v) Informing the Transition Committee of any additional equipment, furniture or supplies that are required; and
- g) Perform any other duties and responsibilities deemed necessary by the Ministry, through the secretary.



**Appendix "D"**

Pursuant to clause 17 of this Minister's Order, the duties and responsibilities of the secretary for the Transition Committee are:

- a) Approving and implementing the decisions of the Transition Committee;
- b) Supervising the person contracted by the Transition Committee;
- c) Calling the first meeting of the Transition Committee, which shall be held within 15 business days of the election and held at a location to be determined by the secretary;
- d) Attending all meetings of the Transition Committee, either in person or electronically;
- e) Recording minutes of the Transition Committee and forwarding a copy of the minutes to the Ministry;
- f) Ensuring all records of the Transition Committee are kept safe and provided to the administrator of the RV as soon as possible after the date of incorporation; and
- g) Any other duties and responsibilities deemed necessary by the Ministry.