



Government
— of —
Saskatchewan

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

**MINISTER'S ORDER
TO INCORPORATE THE ORGANIZED HAMLET OF PASQUA LAKE
AS THE RESORT VILLAGE OF PASQUA LAKE**

Pursuant to sections 51 and 59 of *The Municipalities Act*, the Organized Hamlet of Pasqua Lake has applied to incorporate as the Resort Village of Pasqua Lake.

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. Subject to the conditions in clauses 11 through 19 being completed to the satisfaction of the Ministry of Government Relations (Ministry), the Organized Hamlet of Pasqua Lake (OH), being that area described in an Order effective November 1, 1985, be withdrawn from the Rural Municipality of North Qu'Appelle No. 187 (RM) and be incorporated as the Resort Village of Pasqua Lake (RV) effective 00:00:00 a.m. Monday, January 1, 2024.
2. The OH ceases to be designated as an organized hamlet as of 11:59:59 p.m. on December 31, 2023.
3. 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.
4. The terms and conditions of the restructuring agreement entered into by the RM and OH, and the terms and conditions of the amending agreement entered into by the RM and OH, attached as Appendix B, are approved, except for the provisions contained in the following sections:
 - a) Disposition of Assets; and
 - b) Boundaries.

IT IS FURTHER ORDERED THAT:

5. The council for the RV will consist of a mayor and three councillors.

6. An election for mayor and councillors for the RV be held on July 29, 2023:
 - a) Nomination Day for the election be June 24, 2023 from 9:00 a.m. to 4:00 p.m. at the RM office, 136 Company Avenue South, Fort Qu'Appelle, Saskatchewan.
 - b) 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 in the year 2028.
7. Phil Boivin of Regina, Saskatchewan, be appointed returning officer, to conduct the election in accordance with *The Local Government Election Act, 2015*. The returning officer shall name the polling places for the election.
8. 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 (if required) - \$25.00 per hour plus a lump sum of \$47.00 for training (if required). For all election officials, travel will be paid at the current provincial government kilometre rate effective at the time.
9. All election expenses will be paid by the RM and expensed to the OH accounts.
10. Subject to subclause 6 (b), the first meeting of the elected council be held January 6, 2024, at 10:00 a.m. in the municipal office for the RV.

IT IS FURTHER ORDERED THAT:

11. A Transition Committee be appointed to facilitate the transition to becoming an incorporated municipality during the interim period between the election of July 29, 2023 and January 1, 2024, the effective date of incorporation.
12. The Transition Committee will consist of the persons elected as council members at the election held on July 29, 2023 and the person elected as mayor will be chair of the Transition Committee.
13. Remuneration for the Transition Committee members be paid at a rate of \$50.00 per meeting, and travel, if necessary, will be paid at the current provincial government kilometre rate effective at the time.
14. All Transition Committee expenses will be paid by the RM and expensed to the OH accounts.
15. 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 the secretary of the Transition Committee and the person appointed to settle the assets and liabilities.
16. The Transition Committee's duties and responsibilities are limited to those outlined in Appendix C.
 17. The duties and responsibilities of the Transition Committee expire at 11:59:59 p.m. on December 31, 2023.
 18. Tobi Duck of Regina, Saskatchewan is appointed secretary to the Transition Committee.
 19. The secretary's duties and responsibilities are limited to those outlined in Appendix D.

IT IS FURTHER ORDERED THAT:

20. Wayne Zerff of Regina, 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 terms of the restructuring agreement set out 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 subsection 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 either the RV or the RM after January 1, 2024, 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.

21. Remuneration for settling the assets and liabilities be paid by either the RM and expensed to the OH accounts or by the RV to Wayne Zerff at a rate of \$70.00 per hour, plus travel expenses at the current provincial government kilometre rate effective at the time, 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:

22. 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.
23. Notwithstanding clause 22, any bylaws in force in the RM pursuant to *The Planning and Development Act, 2007*, continue in force for two years as the bylaws of the RV until they are repealed or others are made in their place.
24. 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.
25. As soon as possible after the signing of this Order, but no later than August 31, 2023, 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.
26. As soon as possible after the effective date of incorporation, but no later than January 31, 2024, 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.
27. The effective date of this Order is the date of signing.

Dated at the city of Regina, in the Province of Saskatchewan, this 28 day of January, 2023.



Don McMorris
Minister of Government Relations

Appendix "A"

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

Lands within Township 21, Ranges 14 and 15, West of the 2nd Meridian, more specifically described as:

Commencing at the southwest corner of R1 Plan 70R11611; thence easterly along the left bank of Pasqua Lake to the most southerly point of Parcel R1 Plan 67R33765; thence northeasterly along the right bank of Jumping Deer Creek to the most northeasterly point of Parcel C Plan 101514002 Ext 107;

Thence westerly along the southerly boundary of Road Plans 63R20056 and 64R27738 to the most westerly point of Road Plan 64R27738; thence northwesterly to the southeast corner of Road Plan 67R28424; thence northwesterly along the eastern boundary of Road Plan 67R28424 to the northwest corner; thence westerly along the northern boundary of Road Plan 67R28424 to the northeast corner of Parcel A Plan 101513944; thence westerly along the northern boundaries of Parcel A Plan 101513944 and Parcel Z Plan 72R38748 to the northwest corner of Parcel Z Plan 72R38748; thence southeasterly along the western boundary of Parcel Z Plan 72R38748 to a point of Road Plan 60R00068;

Thence southwesterly along the northern boundary of Road Plan 60R00068 and Road Plan 67R10528 to a point on the north boundary of Road Plan BA2284; thence northwesterly and southwesterly along the north boundary of Road Plan BA2284 to the southeast corner of the NE ¼ 19-21-14-2 Ext 1; thence north along the eastern boundary of the NE ¼ 19-21-14-2 Ext 1 to the northeast corner of Parcel A Plan CP5001; thence westerly along the southern boundary of Parcel A Plan CP5001 to a point on the most southwestern boundary of the NW ¼ 19-21-14-2 Ext 98; thence westerly, perpendicular with the western boundary of NW ¼ 19-21-14-2 Ext 98 to the eastern boundary of the NE ¼ 24-21-15-2; thence southerly along the eastern boundary of the NE and SE ¼ 24-21-15-2 to a point on Road Plan 61R32781;

Thence southwesterly along the northern boundary of Road Plans 61R32781 and 74R38358 to the western boundary of the SW ¼ 24-21-15-2; thence southwesterly to the northeast corner of Road Plan 59R07200; thence westerly along Road Plan 59R07200 to the southeast corner of Parcel B Plan 69R07677;

Thence northerly along the eastern boundary and westerly along the northwestern and western boundary of Parcel B Plan 69R07677 to the northeast corner of Parcel A Plan 66R37467; thence southwesterly and southeasterly along the north and western boundary of Parcel A Plan 66R37467 to a point of the northern boundary of Road Plan 59R07200; thence southwesterly along the

northern boundary of Road Plan 59R07200 to the southeastern boundary of Parcel D Plan 69R07677; thence northwesterly and southwesterly along the northern boundary of Parcel D Plan 69R07677 and R2 Plan 64R13981 to a point on the northeastern boundary of Parcel A Plan 101983170 Ext 0; thence northwesterly and southwesterly along the northeastern and northwestern boundaries of Parcel A Plan 101983170 to a point on Road Plan 88R37018 Ext 1; thence northwesterly along the eastern boundary of Road Plan 88R37018 Ext 1 to the western corner of Road Plan 88R37018 Ext 2, Road Plan 64R13981 and Parcel 16 Block 3 Plan 64R13981 to the southwestern corner of Parcel 16 Block 3 Plan 64R13981; thence southeasterly and southerly along the western boundary of Block 3 Plan 64R13981 to the northern boundary of Road Plan 59R07200;

Thence westerly along the northern boundary of Road Plans 59R07200, 60R11131 and 59R01797 to the southeastern boundary of Walkway W1 Plan 93R28188; thence northerly along the eastern boundary of W1 Plan 93R28188 to the northeast corner; thence westerly along the northern boundaries of Plans 93R28188, 68R32641 and 59R08762 to the northwest corner of Parcel B Plan 59R08762; thence southerly along the western boundary of Parcel B Plan 59R08762 to the north boundary of Road Plan 59R01797;

Thence westerly along the northern boundary of Road Plan 59R01797 and 60R05241 to the southeast corner of Road Plan 70R09159; thence north and west along the eastern and northern boundaries of Plan 70R09159 to the northwest corner of Plan 70R09159; thence west along the northern boundary of Parcel A Plan 74R18370 to the northwest corner of Parcel A Plan 74R18370; thence southerly along the western boundary of Parcel A Plan 74R18370 and Road Plan 74R18370 to the northern boundary of Road Plan 60R06048; thence westerly along the northern boundary of Road Plan 60R06048 to the southeast corner of R2 Plan 60R06048; thence northerly and westerly along the eastern and northern boundaries of R2 Plan 60R06048 to a point that intersects with the eastern boundary of Parcel B Plan 74R18370; thence northerly, westerly and southerly along the eastern, northern and western boundaries of Parcel B and Road Plan 74R18370 to a point on northern boundary of Road Plan 60R06048;

Thence westerly along the northern boundary of Road Plan 60R06048 to the southeast corner of Parcel 27, Block 1, Plan 60R06048; thence north and west along the eastern and northern boundaries of Parcel 27, Block 1, Plan 60R06048 to the northwest corner of Parcel 27; thence west along the northern boundaries of Parcel A Plan 101358727, Parcel C Plan 101358749 Ext 34, R2 Plan 70R11611, Parcels 1 and 2 Block H Plan 102164543 and Parcel A Plan 70R11611 Ext. 3 to the northwest corner of Parcel A Plan 70R11611; thence south along the western boundaries of Parcel A Plan 70R11611, Road Plan SE 16-21-15-2 Plan 96R28722 Ext. 1, Parcel B Plan 91R14558 Ext 2, Parcel G Plan 101903600, Lot 3 Block 1 Plan 70R11611, Lot 4 Block 1 Plan 70R11611 and R1 Plan 70R11611 to the point of commencement.



Appendix "B"

Restructuring Agreement

RESTRUCTURING AGREEMENT

*between the Organized Hamlet of Pasqua Lake (initiating party)
and the
Rural Municipality of North Qu'Appelle No. 187 (affected party)*

Opening Statements

1. *This is an agreement of the intention of the Organized Hamlet of Pasqua Lake Board (OH) and the Rural Municipality of North Qu'Appelle No. 187 (RM), recognizing there is no legal status of the Organized Hamlet of Pasqua Lake until a Resort Village (RV) is Incorporated.*

Restructuring Principles

1. *All parties agree to respectfully work together to maintain long range mutual benefits to their citizens now and in the future.*
2. *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.*

Governance

1. *All RM bylaws 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.*
2. *Notwithstanding Clause 1, any bylaws in force in the RM pursuant to The Planning and Development Act 2007, continue in force for two years as the bylaws of the RV until they are sooner repealed, or others are made in their place.*
3. *Any proceedings commenced by the RM pursuant to The Tax Enforcement Act on any real property within the new 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 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 by the RV.*
4. *As soon as possible after the effective date of the Minister's Order Incorporating the RV, the Administrator of the RM shall provide the Administrator of the RV a copy of the assessment and tax roll for properties pertaining to the RV.*
5. *Each party is responsible for its own cost of independent legal counsel to review this Agreement.*

Disposition of Assets

1. *The assets and liabilities of the OH shall become the assets and liabilities of the RV.*
2. *Cash Assets of the OH remaining at the date of Incorporation will be transferred to the RV. This will include accounts for special purposes, such as the fire truck capital fund of \$41,956.73 and deducting any debts owing.*
3. *Any outstanding arrears for items such as custom work, sale of supplies, building and development permits, fire call fees, office services, and interest/penalty on overdue accounts, at the time of incorporation shall be paid to the RM by the RV, and transferred to the RV, and become the collectable of the RV.*
4. *The RV has no claim on any assets of the RM.*
5. *Any additional third-party costs, specifically the costs of an interim audit, if mandated by the Minister, will be a shared expense on a 50/50 basis between the RM and the OH. Any other third-party costs related specifically to the restructuring application prior to the Minister's Order, shall be an expense of the party initiating the action.*

Service Delivery

1. *The RM provides services to its residents, which include the OH, through agreements with contractors and Agencies. The RM does not have the ability to dictate the terms of any potential agreements for these organizations. Terms of any agreements with the RM may or may not be the same as the terms with the RV. These services include, but are not limited to:*
 - a. *Fire protection with the Town of Fort Qu'Appelle*
 - b. *RCMP service*
 - c. *North Valley Waste Management Authority (NVWMA)*
 - d. *Echo Regional Wastewater Sewage Lagoon (SaskWater)*
 - e. *Southeast Regional Library*
 - f. *Town of Fort Qu'Appelle Recreation Board*
 - g. *Garbage collection (current contract with Valley Lawn Services)*
 - h. *Saskatchewan Assessment Management Agency (SAMA)*
 - i. *Calling Lakes Planning Commission*
 - j. *Building inspections by PBI or a similar company*
2. *The RM and OH may negotiate a road service agreement for the use of the RV paved road for access to the Hamlet's of Groome's Vista and Lakes End and any such property that use the RV road(s) and that are not paying taxes to the RV.*
3. *The RM and OH may negotiate a road service agreement for the use of the gravel road referred to as Pasqua Street (current road maintenance policy with the RM is outlined in RM motion #21-496 whereby the RM will provide annual maintenance activities on the Organized Hamlet of Pasqua Lake's portion of the secondary road known as Pasqua Street or Farmers Hill, which cuts through section 14 and 23-21-15 W2, at an annual rate of \$400.00).*

Boundaries

1. *The boundaries of the RV will consist of:*
 - a. *The former boundaries of the OH which also includes all paved and secondary gravelled roads, as described in the October 21, 1985 Minister's Order. (Appendix A)*
 - b. *The properties that are not officially within the current OH boundary, but which have erroneously been included in the taxing authority and assessment valuation since their creation on or before 2004 and through to 2018, will be left to the Minister to provide direction as to a boundary alteration/land annexation process. These properties are listed in Appendix B.*
 - c. *The properties that are directly adjacent to Pasqua Lake Road on the north side, but which are in the RM, and for which the RM collects taxes. Since these properties border the Pasqua Lake Road, the RM and RV will leave it to the Minister to provide direction as to an annexation process. These properties are listed in Appendix C.*

Administration Services

1. *The current Administrator and Administration staff will remain employees of the RM and will not be employees of the new RV. Any future advice between the RM administration staff and the RV administration staff, pertaining to the interpretation of bylaws, or other such records of the RM in use by the RV, will be charged an hourly consultation fee as set by resolution of the RM Council.*

Annexation

1. *Should the RV be established, the RM recognizes that the RV may wish to annex lands, such as the Hamlets of Groome's Vista and Lakes End, in the future. Municipal restructuring will be carried under the legislative processes outlined in The Municipalities Act Part IV, sections 49 to 65.*

Amendments

1. *This agreement may be amended by the mutual agreement of the Rural Municipality of North Qu'Appelle No. 187 Council and Organized Hamlet of Pasqua Lake Board prior to issuance of the Minister's Order.*

Effective Date

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

Amending Agreement

Background

- A. *The Organized Hamlet of Pasqua Lake and the Rural Municipality of North Qu'Appelle No. 187 (the "Parties") entered into the Schedule 9 Agreement (the "Agreement") dated 29 July 2022, for the purpose of a restructuring agreement.*
- B. *The Parties desire to amend the Agreement on the terms and conditions set forth in this Amending Agreement (the "Agreement").*
- C. *This Agreement is the first amendment.*

IN CONSIDERATION OF *the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions and agreements below:*

Amendments

1. *The Agreement is amended as follows:*
 - a. *To include that the RM Council approve that Parcel A, Plan 101983170 ext. 0 in the NE 14-21-15 W2M, ISC Parcel No. 164422324, be included, in its entirety, in the Organized Hamlet of Pasqua Lake boundary, for the purpose of this Agreement and restructuring the Organized Hamlet of Pasqua Lake.*
 - b. *No Other Change*
2. *Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.*

Miscellaneous Terms

3. *Capitalised terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.*

Governing Law

4. *Subject to the terms of the Agreement, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.*

Appendix "C"

Pursuant to clause 16 of this Minister's Order, the Transition Committee's duties and responsibilities are to:

1. 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;
2. Acquire office equipment and supplies needed for operations, including but not limited to, office furniture, computer hardware and software, other electronics, and general supplies;
3. Appoint and contract/hire a qualified and experienced administrator to start on the effective date of incorporation;
4. Contract municipal services deemed necessary, including fire protection, snow removal, garbage and recycling;
5. Enter into an agreement and purchase liability and property insurance, including new acquisitions for the RV;
6. 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:
 - a) 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;
 - b) Ensuring all equipment including computers, phones, printers, etc. are operational;
 - c) Requesting from Saskatchewan Assessment Management Agency a copy of the assessment roll for the RV;
 - d) Setting up the general ledger, assessment and tax roll for the RV; and
 - e) Informing the Transition Committee of any additional equipment, furniture or supplies that are required; and
7. Perform any other duties and responsibilities deemed necessary by the Ministry, through the secretary.

Appendix "D"

Pursuant to clause 19 of this Minister's Order, the duties and responsibilities of the secretary for the Transition Committee are:

1. Approving and implementing the decisions of the Transition Committee;
2. Supervising the person(s) contracted by the Transition Committee;
3. 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;
4. Attending all meetings of the Transition Committee, either in person or electronically;
5. Recording minutes of the Transition Committee and forwarding a copy of the minutes to the Ministry;
6. 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
7. Any other duties and responsibilities deemed necessary by the Ministry.