

SCHEDULE 9 - VOLUNTARY RESTRUCTURING AGREEMENT

Restructuring Agreement, In Principle, In The Event The Incorporation of the RESORT VILLAGE OF PASQUA LAKE Receives Ministerial Approval.

Between the Organized Hamlet of Pasqua Lake

and the

Rural Municipality of North Qu'Appelle No. 187

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in force in the OH continue in force for one year after the date of establishment of the RV or until they are sooner repealed, or others are made in their place.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*The Planning and Development Act 2007*, continue in force for two years as the bylaws of the RV until they are sooner repealed, or others are made in their place.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 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 to the RV.

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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 Ministers Order, shall be an expense of the party initiating the action.

Service Delivery

1. The RM provides services to its residents, which includes 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

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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 R.M. 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 sections 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 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 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.

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Amendments

1. This Agreement may be amended by the mutual agreement of the Rural Municipality of North Qu'Appelle No. 187 Council and the 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.

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Signed this 29th day of July, 2022, at Fort Qu'Appelle, Saskatchewan.



Lee Carlson, Reeve
R.M. of North Qu'Appelle No. 187



Dawn Lugin, Administrator
R.M. of North Qu'Appelle No. 187

Signed this 29th day of July, 2022, at Fort Qu'Appelle, Saskatchewan.



Larry Bedel, Chairperson
Organized Hamlet of Pasqua Lake
Board Member



Stanley Powell, Petitioner's
Representative
Organized Hamlet of Pasqua Lake

PROVINCE OF SASKATCHEWAN
DEPARTMENT OF RURAL DEVELOPMENT
O R D E R


Organized Hamlet of Pasqua Lake

Under the authority conferred upon the Minister of Rural Development by Section 20 of The Rural Municipality Act;

IT IS HEREBY ORDERED THAT the portions of the North half of Section Twenty (20); the North East quarter and West half of Section Nineteen (19), and the South East quarter of Section Twenty-nine (29), in Township Twenty-one (21), in Range Fourteen (14), the South half of Section Twenty-four (24), the North East quarter and the West half of Section Fourteen (14), the North East quarter and the South half of Section Fifteen (15), the South East quarter of Section Sixteen (16) in Township Twenty-one (21), in Range Fifteen (15), all West of the Second Meridian, as outlined in red on the white print hereto attached and forming part of this Order, is hereby declared to be the Organized Hamlet of Pasqua Lake.

The effective date of this Order shall be November 1, 1985.

Dated this 21st day of October, 1985.



D. V. Gilewich
Deputy Minister of Rural Development

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RURAL MUNICIPALITY OF NORTH QU'APPELLE NO. 187

List of Land to be Included in the Organized Hamlet of Pasqua Lake.

Bence Beach: Plan No. 67R33765
Plan No. 69R07629
portion NE $\frac{1}{4}$ 20-21-14-W2

Braumberger Beach: Plan No. 60R00068
Plan No. 62R00232
Plan No. 80R47863
Plan No. 62R29265
Plan No. 67R36369
Plan No. 79R51916
Plan No. 72R38748
portion NE $\frac{1}{4}$ 20-21-14-W2

Qu'Appelle Beach: Plan No. BA 2284
Plan No. 78R51387
Plan No. 78R51389
Plan No. 67R18139
portion SW $\frac{1}{4}$ 19-21-14-W2
LSD 16 in 19-21-14-W2
portion NW $\frac{1}{4}$ 19-21-14-W2

Spanier Beach: Plan No. 61R32781
Plan No. 73R40125
Plan No. 73R00887
Plan No. 78R29565
Plan No. 80R38303

Pasqua: Plan No. 59R07200
Plan No. 74R34735
Plan No. 64R13981
Plan No. 66R37467
Plan No. 69R07677

Mapleview: Plan No. 60R11131

Bolingbroke Place: Plan No. 59R01797
Plan No. 59R08762
Plan No. 68R32641
Plan No. 60R05241
Plan No. 70R09159

Wambach: Plan No. 60R06048
Plan No. 74R18370

Pasqua West: Plan No. 70R11611
Plan No. 62R33220
Plan No. 69R26892
Plan No. 76R13870
portion SE $\frac{1}{4}$ 16-21-15-W2

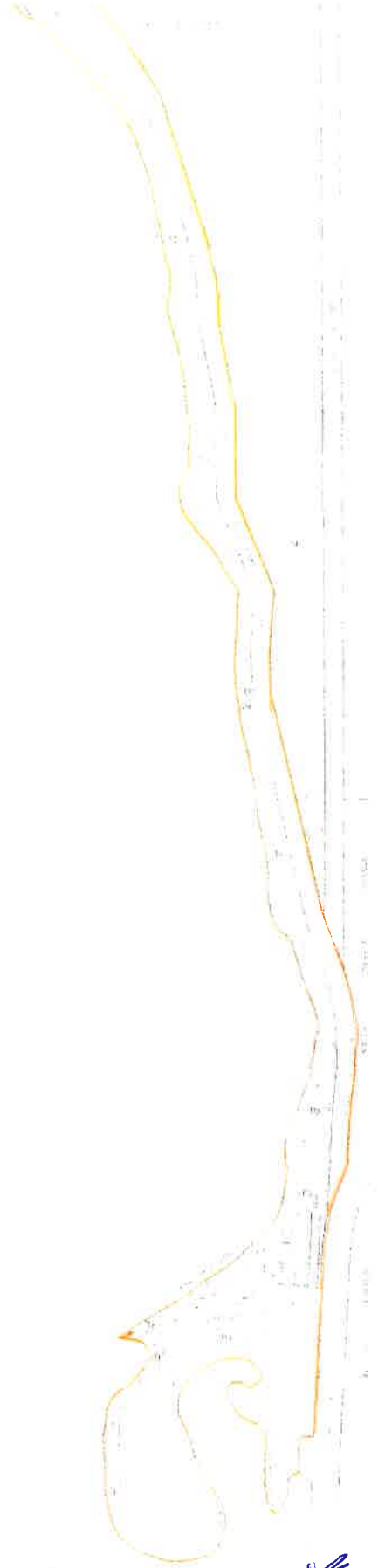
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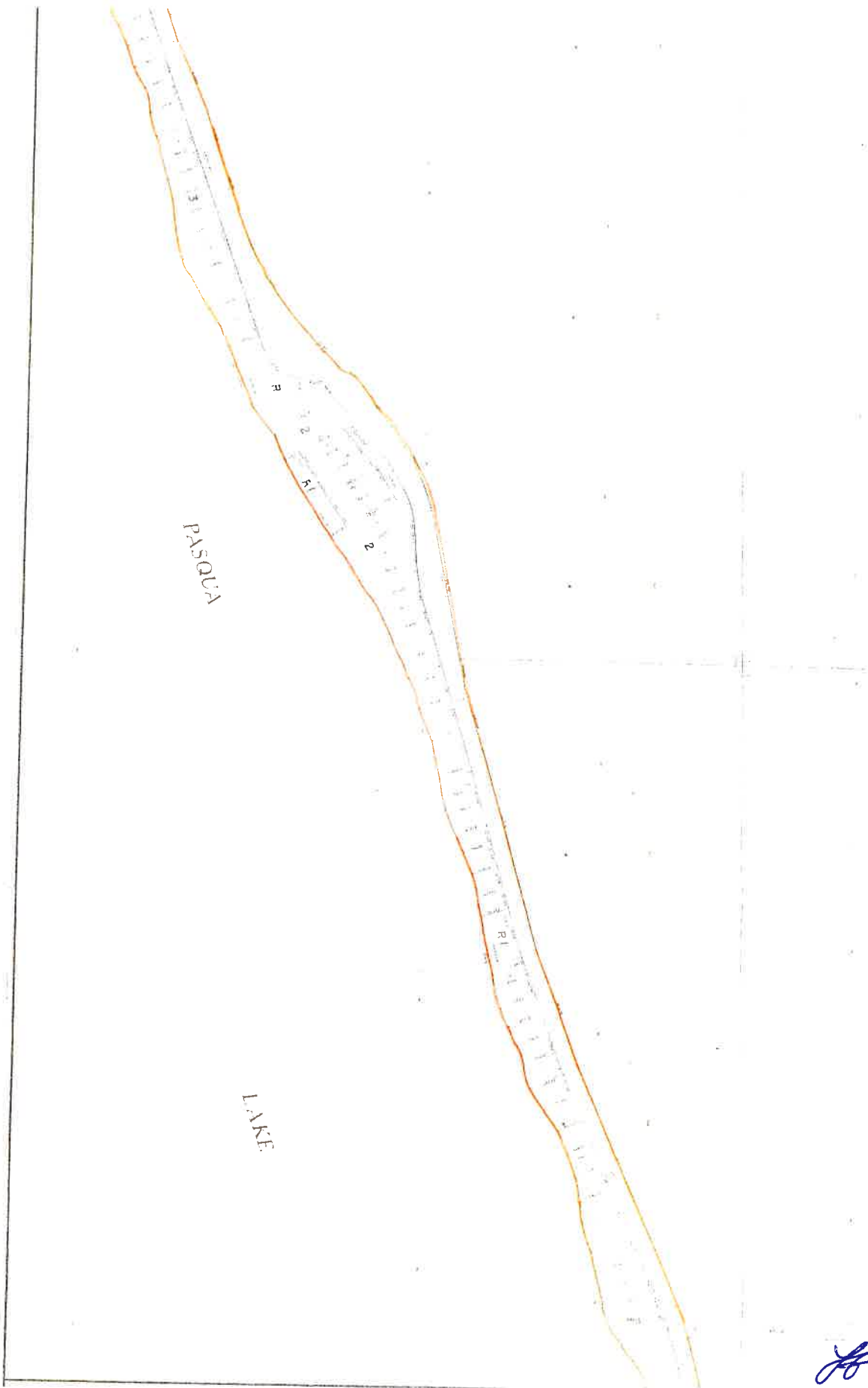
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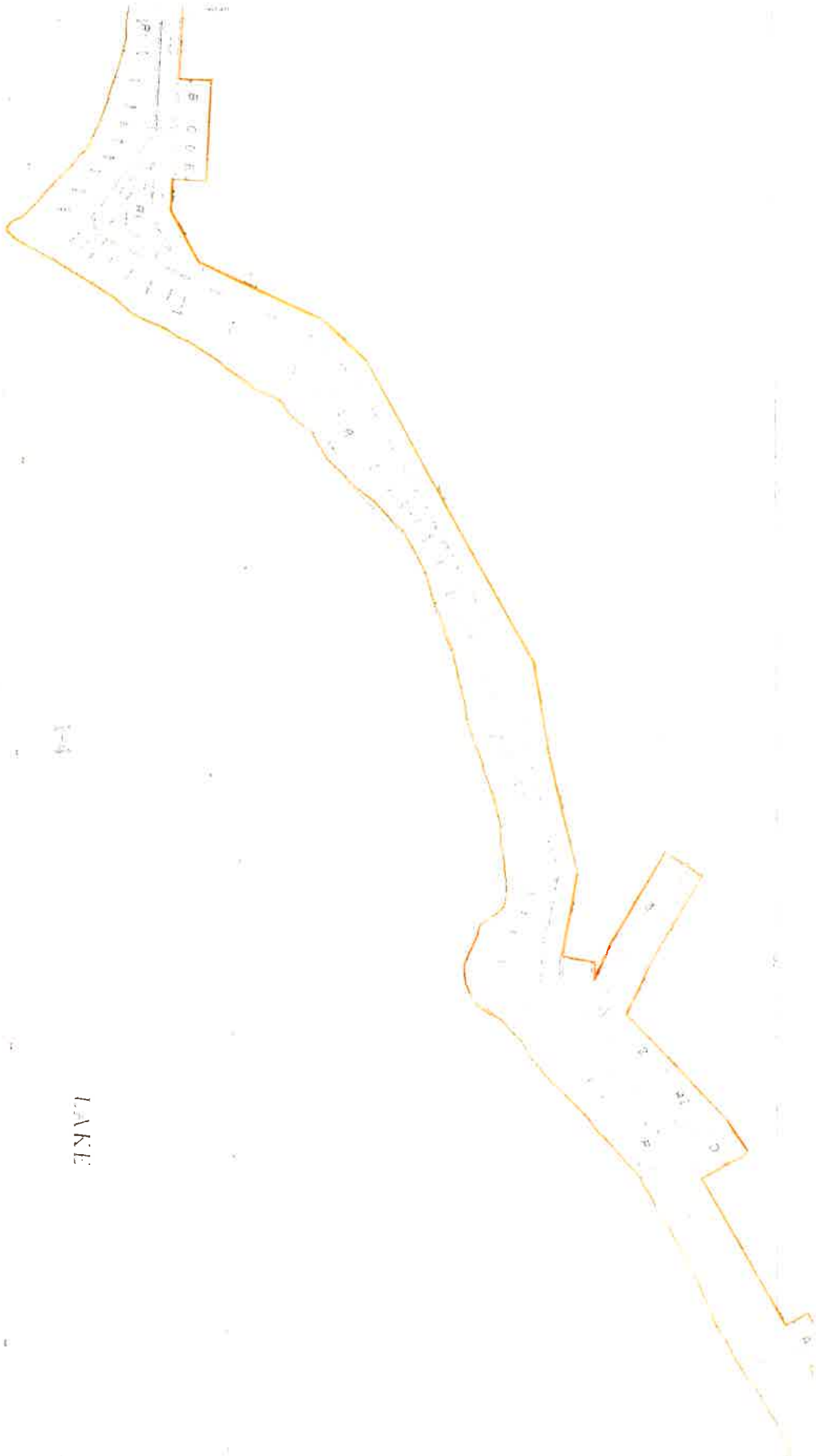


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Legal Description

LSD 8 24-21-15-2 Ext 50

LSD 8 24-21-15-2 Ext 62

Blk/Par MR1-Plan 102059153 Ext 0

Blk/Par S1-Plan 102059153 Ext 0

Lot 1-Blk/Par 5-Plan 101895655 Ext 0

Lot 2-Blk/Par 5-Plan 101895655 Ext 0

Lot 3-Blk/Par 5-Plan 101895655 Ext 0

Lot 4-Blk/Par 5-Plan 101895655 Ext 0

Lot 5-Blk/Par 5-Plan 101895655 Ext 0

Lot 6-Blk/Par 5-Plan 101895655 Ext 0

Lot 7-Blk/Par 5-Plan 101895655 Ext 0

Lot 8-Blk/Par 5-Plan 101895655 Ext 0

Lot 9-Blk/Par 5-Plan 101895655 Ext 0

Lot 10-Blk/Par 5-Plan 101895655 Ext 0

Lot 1-Blk/Par 6-Plan 101895655 Ext 0

Lot 2A-Blk/Par 6-Plan 101960355 Ext 0

Lot 3-Blk/Par 6-Plan 101960355 Ext 0

Lot 4-Blk/Par 6-Plan 101960355 Ext 0

Lot 5-Blk/Par 6-Plan 101960355 Ext 0

Lot 6-Blk/Par 6-Plan 101960355 Ext 0

Lot 7-Blk/Par 6-Plan 101960355 Ext 0

Lot 1-Blk/Par 8-Plan 102059153 Ext 0

Lot 4-Blk/Par 8-Plan 102059153 Ext 0

Lot 5-Blk/Par 8-Plan 102059153 Ext 0

Lot 6-Blk/Par 8-Plan 102059153 Ext 0

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APPENDIX "C"

Legal Description

NE 14-21-15-2 Ext 63

Lot 18-Blk/Par 3-Plan 102367638 Ext 0

Lot 17-Blk/Par 3-Plan 102367638 Ext 0

Block/Par A, Plan 102381870 Ext. 0

Block/Par B, Plan 102381870 Ext. 0

LSD 7 24-21-15-W2M Ext. 47

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