

Resort Village of Elk Ridge  
Agenda  
June 20, 2024 10:00 am – Regular Meeting – Elk Ridge Resort

- 1. Call to Order** – The Mayor called the meeting of Council to order.
- 2. Approval of Agenda:**
- 3. Adoption of Minutes:**
  - 3.1 Regular Meeting Minutes – May 16, 2024 (p 3-6)
  - 3.2 Special Meeting Minutes – May 21, 2024 (p 7-10)
- 4. Declaration of Conflict of Interest:**
- 5. Delegations Scheduled:**
- 6. Public Hearings:**
- 7. Public Acknowledgements:**
- 8. Business Arising from Minutes:**
  - 8.1 Utility Budget (November/December) (p 11-12)
- 9. New Business:**
  - 9.1 Zoning Bylaw – Jim Walters
  - 9.2 Rental of Fire Hall – Payton Hall
  - 9.3 Policy 2024-UT-001 Water Quality Assurance & Control Policy
  - 9.4 Policy 2024-UT-002 Precautionary Boil Water Advisory Policy
  - 9.5 Asset Transfer Agreement
- 10. Motions:**
  - 10.1 Notice of Motion - Bylaw 01-2022 Tax and Penalties
- 11. Administration Reports:**
  - 11.1 Compliance - Revenue Sharing
  - 11.2 Consolidation of Lots 13/14 Estates Drive
- 12. Financial Report**
- 13. Reading of Bylaw(s):**
  - 13.1 Bylaw 2024-07 – A Bylaw to Manage Waterworks and Sewage Works
  - 13.2 Bylaw 2024-08 – A Bylaw to extend the time required for the completion of the 2023 financial statements

**14. Notice of Motion:**

**15. Inquiries:**

**16. In camera:**

**17. Information Items/Correspondence:**

17.1 Prince Albert National Park Nearest Neighbour Meeting (Marg Smith-Windsor)

**18. Adjournment**



**Resort Village of Elk Ridge  
Regular Council Meeting Minutes  
May 16, 2024**

**A regular meeting of Council held on Thursday May 16, 2024 at 10:00 a.m. in the Wine Room at Elk Ridge Resort Lodge.**

Present: Mayor Garry McKay  
 Councillors Trudy Engel  
 Margaret Smith-Windsor  
 Ross Hewett

CAO Michele Bonneau

Regrets: None

**1. CALL TO ORDER**

Mayor McKay called the meeting to order at 10:08 a.m.

**2. APPROVAL OF AGENDA**

2024-82 ENGEL: That the following items be added to the agenda:  
 9.1 Canada Post Installation  
 9.2 Land lease - playground  
 13.1 Bylaw 2024-01 Fire Service Levy  
 13.2 Bylaw 2024-04 Base Tax  
 13.3 Bylaw 2024-05 Mill Rate  
 13.4 Bylaw 2024-06 Sanitation Levy  
 SMITH-WINDSOR: Seconded the motion

CARRIED

2024-83 SMITH-WINDSOR: That the agenda be adopted as amended.  
 HEWETT: Seconded the motion

CARRIED

**3. ADOPTION OF MINUTES**

**3.1 Regular Council Meeting – April 18, 2024**

2024-84 SMITH WINDSOR: That the minutes of the April 18, 2024 Regular Council Meeting be adopted as amended.  
 ENGEL: Seconded the motion

CARRIED

**3.2 Special Meeting – May 7, 2024**

2024-85 ENGEL: That the minutes of the May 7, 2024 Special Council Meeting be adopted as amended.  
 HEWETT: Seconded the motion

CARRIED

- 4. DECLARATION OF CONFLICT OF INTEREST**
- 5. DELEGATIONS**
  - 5.1 Utility Update – Clint Austin**
    - 2024-86 HEWETT: That Council request that Routes2SK Inc clean up the area of their equipment and materials in and around the lagoon.  
ENGEL: Seconded the motion. CARRIED
    - 2024-87 SMITH-WINDSOR: That Council request that Routes2SK Inc remediate/remove the fire damaged building on Elk Ridge Place as per Bylaw 08-2022 Nuisance Abatement and Property Standards.  
HEWETT: Seconded the motion CARRIED
    - Policy GG-FI-002 – Asset Management Policy**
      - 2024-88 HEWETT: That Council adopt the Asset Management Policy as presented.  
SMITH-WINDSOR: Seconded the Motion CARRIED
      - Policy GG-FI-003 – Credit Card Policy**
        - 2024-89 ENGEL: That Council adopt the Credit Card Policy as presented.  
SMITH-WINDSOR: Seconded the Motion CARRIED
        - Policy UT-001 – Water Quality Assurance & Control Policy**
          - 2024-90 HEWETT: That Council table the Water Quality Assurance & Control Policy to the June 20, 2024 Regular Meeting.  
ENGEL: Seconded the Motion CARRIED
          - Policy GG-FI-004 – OHS & Harassment Policy**
            - 2024-91 SMITH-WINDSOR: That Council adopt the OHS & Harassment Policy as presented.  
HEWETT: Seconded the Motion CARRIED
  - 6. PUBLIC HEARINGS**
  - 7. PUBLIC ACKNOWLEDGEMENTS**
  - 8. BUSINESS ARISING FROM MINUTES**
    - 8.1 Budget 2024**
      - 2024-92 ENGEL: That Council table 2024 Budget to the May 21, 2024 Special Meeting  
SMITH-WINDSOR: Seconded the motion CARRIED
  - 9. NEW BUSINESS**
    - 9.1 Canada Post**
      - 2024-93 MCKAY: That Council request a unique postal code be designated for the Resort Village of Elk Ridge.  
HEWETT: Seconded the motion. CARRIED

- 10. MOTIONS**
- 11. ADMINISTRATION REPORT**
- 11.1 Administration Reports**
- 2024-94 SMITH-WINDSOR: That the administrators report be accepted as presented.  
ENGEL: Seconded the motion. CARRIED
- 12. FINANCE REPORT**
- 12.1 Monthly Bank Reconciliation & Financial Statement**
- 2024-95 HEWETT: That the Statement of Financial Activities, Balance Sheet and List of Accounts Paid be accepted and filed.  
ENGEL: Seconded the motion. CARRIED
- 13. READING OF BYLAWS**
- 13.1-4 Bylaw No. 2024-01 Tax Penalties**
- 2024-96 HEWETT: That Bylaw No. 2024-01 Fire Service Levy, Bylaw 2024-04 Base Tax, Bylaw 2024-05 Mill Rate and Bylaw 2024-06 Sanitation Levy be tabled to the May 21, 2024 Special Meeting.  
SMITH-WINDSOR: Seconded the motion. CARRIED
- 14. NOTICE OF MOTION**
- McKAY: That Bylaw 01-2022 be amended as follows:
  - 1. Due date – replace “imposed” with “owing”.
  - 2. Penalty on Arrears – add d) Penalties will not be applied to tax accounts with the Tax Preauthorized Payment Plan.
- 15. INQUIRIES**
- 16. IN-CAMERA**
- 16.1 Land Leases**
- 16.2 Letter from Government Relations – RE Compliance**
- 2024-97 SMITH-WINDSOR: That Council go in-camera to discuss land leases and the letter from Government Relations at 11:55 am.  
ENGEL: Seconded the motion CARRIED  
  
Present: Mayor McKAY, Councillors HEWETT, ENGEL, SMITH-WINDSOR, & CAO
- 2024-98 SMITH-WINDSOR: That Council reconvenes to the Regular Council Meeting at 12:05 pm.  
ENGEL: Seconded the motion CARRIED  
  
Present: Mayor McKAY, Councillors HEWETT, ENGEL, SMITH-WINDSOR, & CAO
- 2024-99 SMITH WINDSOR: That the Mayor and CAO be authorized to sign land lease agreements between the Resort Village of Elk Ridge and Routes2SK Inc. on the following principles:

- a) The locations are the current central waste management site and the area located next to the Golf Clubhouse/Wyld restaurant.
- b) The rental will be a nominal fee.
- c) The use of the land shall be limited to a specific use.
- d) The Resort Village shall be responsible for all maintenance.
- e) The term of the lease will be up to 25 years or sooner if the land is no longer required for current use.

ENGEL: Seconded the motion

CARRIED

**17. INFORMATION ITEMS/CORRESPONDENCE**

**18. ADJOURNMENT**

2024-100

HEWETT: That this meeting now be adjourned at 12:52p.m.

ENGEL: Seconded the motion

CARRIED

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Mayor Garry McKay

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CAO Michele Bonneau



**Resort Village of Elk Ridge  
Special Council Meeting Minutes  
May 21, 2024**

**A special meeting of Council held on Tuesday, May 21, 2024 at 3:30 p.m. in the Wine Room at Elk Ridge Resort Lodge.**

Present: Mayor Garry McKay  
 Councillors Trudy Engel  
 Ross Hewett  
 Margaret Smith-Windsor  
 CAO Michele Bonneau

Regrets:

1. **CALL TO ORDER**  
 Mayor McKay called the meeting to order at 3:49 p.m.
  
- 2024-101 2. **APPROVAL OF AGENDA**  
 SMITH-WINDSOR: That the agenda for this meeting be approved as amended  
                   8.2 Utility  
 ENGEL: Seconded the motion  
CARRIED
  
3. **ADOPTION OF MINUTES**
  
4. **DECLARATION OF CONFLICT OF INTEREST**
  
5. **DELEGATIONS**
  
6. **PUBLIC HEARINGS**
  
7. **PUBLIC ACKNOWLEDGEMENTS**
  
- 2024-102 8. **BUSINESS ARISING FROM MINUTES**  
 8.1 Budget 2024  
 ENGEL: That the Utility Budget be presented as a separate budget at the Regular Meeting of Council on June 20, 2024.  
 HEWETT: Seconded the motion  
CARRIED
  
- 2024-103 ENGEL: That \$2500 be budgeted for Memberships (510-240-100).  
 HEWETT: Seconded the motion  
CARRIED
  
- 2024-104 ENGEL: That \$37945 be budgeted for Utility – Legal Fees (580-200-110).  
CARRIED

- SMITH-WINDSOR: Seconded the motion  
CARRIED
- 2024-105 ENGEL: That Council approves the **2024 Operating Budget** – May 21, 2024 projecting revenue of \$406,585 and expenses of \$401,137.  
SMITH-WINDSOR: Seconded the motion.  
CARRIED
- 2024-106 HEWETT: That Council approves expenditures up to \$50,000 for road reconstruction of Elk Ridge Place to the Fire Hall in 2024 in the 2024-2028 Capital Budget.  
SMITH-WINDSOR: Seconded the motion.  
CARRIED
- 2024-107 HEWETT: That Council approves expenditures up to \$100,000 for planning, design and renovating the fire hall, \$100,000 in 2024 in the 2024-2028 Capital Budget.  
ENGEL: Seconded the motion  
CARRIED
- 2024- 108 McKAY: That Council approve the 5-Year 2024-2028 Capital Budget of \$150,000.  
ENGEL: Seconded the motion  
CARRIED
- 8.2 UTILITY**
- 2024-109 HEWETT: That the final 2024 billing for of the Utility be for November and December to align with the Resort Village fiscal year.  
ENGEL: Seconded the motion  
CARRIED
- 9. NEW BUSINESS**
- 10. MOTIONS**
- 11. ADMINISTRATION REPORT**
- 12. FINANCIAL REPORT**
- 13. READING OF BYLAWS**
- 2024-110 **13.1 Bylaw 2024-01 Fire Service Levy Bylaw**  
ENGEL: That Bylaw No 2024-01 Fire Service Levy, a bylaw to authorize a special tax for fire protection services, be introduced and read a first time.  
SMITH-WINDSOR: Seconded the motion.  
DEFEATED
- 2024-111 ENGEL: That Bylaw 01-2023 – Special Levy for Fire Protection Services be repealed.  
HEWETT: Seconded the motion.  
CARRIED
- 13.2 Bylaw 2024-04 Base Tax Bylaw**
- 2024-112 SMITH-WINDSOR: That Bylaw 2024 – Base Tax amended to the following rates:

Property Class	Type of Property		
	Land	Improvements	Land & Improvements
Multi-Residential	100	260	360



Residential	100	1100	1200
Commercial & Industrial	100	260	360

- ENGEL: Seconded the motion  
CARRIED
- 2024-113 HEWETT: That Bylaw No 2024-04 Base Tax Levy be introduced and read a first time.  
ENGEL: Seconded the motion  
CARRIED
- 2024-114 ENGEL: That Bylaw No 2024-04 Base Tax Levy be now read a second time.  
SMITH-WINDSOR: Seconded the motion.  
CARRIED
- 2024-115 SMITH-WINDSOR: That leave be granted for third reading of Bylaw 2024-04 Base Tax Levy  
HEWETT: Seconded the motion  
UNANIMOUSLY CARRIED
- 2024-116 HEWETT: That Bylaw 2024-04 Base Tax be now read a third time and adopted.  
ENGEL: Seconded the motion  
CARRIED
- 2024-117 ENGEL: That Bylaw 05-2023 Base Tax Bylaw be repealed.  
SMITH-WINDSOR: Seconded the motion.  
CARRIED
- 13.3 Bylaw 2024-05 Mill Rate Bylaw**
- 2024-118 ENGEL: That Agriculture be amended to Multi-Residential on Bylaw 2024-05 Mill Rate Bylaw  
SMITH-WINDSOR: Seconded the motion  
CARRIED
- 2024-119 HEWETT: That Bylaw 2024-05 Mill Rate be introduced as amended and read a first time.  
SMITH-WINDSOR: Seconded the motion  
CARRIED
- 2024-120 ENGEL: That Bylaw 2024-05 Mill Rate be now read a second time.  
SMITH-WINDSOR: Seconded the motion  
CARRIED
- 2024-121 SMITH-WINDSOR: That leave be granted for third reading of Bylaw 2024-05 Mill Rate  
HEWETT: Seconded the motion  
UNANIMOUSLY CARRIED
- 2024-122 ENGEL: That Bylaw 2024-05 Mill Rate be now read a third time and adopted.  
SMITH-WINDSOR: Seconded the motion  
CARRIED
- 2024-123 HEWETT: That Bylaw 06-2023 be repealed.  
ENGEL: Seconded the motion  
CARRIED
- 13.4 Bylaw 2024-06 Sanitation Levy Bylaw**
- 2024-124 SMITH-WINDSOR: That Bylaw No 2024-06 Sanitation Levy, a bylaw to authorize a special tax for refuse collection services, be introduced and read a first time.  
HEWETT: Seconded the motion.  
DEFEATED

2024-125            ENGEL: That Bylaw 02-2023 – Special Levy for Sanitation Services be repealed.  
HEWETT: Seconded the motion.  
CARRIED

**14. NOTICE OF MOTION**

**15. INQUIRIES**

**16. IN-CAMERA**

2024-126            SMITH-WINDSOR: That Council move to an in-camera session at 4:43 p.m. to discuss  
employment offers.  
HEWETT: Seconded the motion

CARRIED

Present: Mayor McKAY, Councillors HEWETT, SMITH-WINDSOR and ENGEL, CAO

2024-127            ENGEL: That Council move to an open session at 4:59 p.m.  
SMITH-WINDSOR: Seconded the motion

CARRIED

Present: Mayor McKAY, Councillors HEWETT, SMITH-WINDSOR and ENGEL, CAO

**17. INFORMATION ITEMS/CORRESPONDENCE**

**17. ADJOURNMENT**

2024-128            HEWETT: That this meeting now be adjourned at 5:00 p.m.  
SMITH-WINDSOR: Seconded the motion

CARRIED

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Mayor Garry McKay

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CAO Michele Bonneau

**Elk Ridge Utility Ltd.  
2024 Operating Budget  
Summary**

**Oct                      Nov                      Dec**

**November - December 2024**

**REVENUE**

Residential Water Fees	80,021.59		
Residential Sewer Fees			
Commercial Water Fees	36,875.99		
Commercial Sewer Fees			
Non-resident Water Fees			
Interest on investments			
Service and Resale Billings			
New Connection Fees			3,250.00
Overdue fees	1,991.00		

<b>TOTAL REVENUE</b>	<b>118,888.58</b>	<b>0.00</b>	<b>3,250.00</b>
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**EXPENDITURES**

**Labour Services**

Wages & Benefits		14,000.00	14,000.00
Workers Compensation			
Training			
Subtotal	0.00	14,000.00	14,000.00

**Plant Operations**

Chemicals		625.00	625.00
Freight and delivery		150.00	150.00
Insurance			
Equipment		166.67	166.67
Property taxes			
Testing fees		175.00	175.00
Telephone and internet		475.00	475.00
Vehicle & tools		750.00	750.00
Utilities - heating		200.00	200.00
Utilities - power		1,500.00	1,500.00
Subtotal	0.00	4,041.67	4,041.67

**Elk Ridge Utility Ltd.**  
**2024 Operating Budget**  
**Summary**

	Oct	Nov	Dec	
<b>Maintenance</b>				
Building Repairs & tools				
Equipment and General Repairs		0.00	17,000.00	
Well Maintenance				
Lagoon and Infrastructure Repairs				
Subtotal	0.00	0.00	17,000.00	
<b>Office and Administration</b>				
Bookkeeping		1,650.00	1,650.00	
Bank and service charges		35.00	35.00	
Loan interest				
Licenses and permits				
Travel		300.00	300.00	
Office supplies		60.00	60.00	
Subtotal	0.00	2,045.00	2,045.00	
<b>Purchased Services</b>				
Appraisal Fees				
Consulting		5,000.00	5,000.00	
Professional Services		1,650.00	1,650.00	
Subtotal	0.00	6,650.00	6,650.00	
<b>TOTAL EXPENDITURES</b>	<b>118,888.58</b>	<b>26,736.67</b>	<b>43,736.67</b>	
<b>NET OP SURPLUS / (DEFICIT) BEFORE AMORTIZATION</b>				
<b>OTHER PLANNED USES OF CASH</b>				
Debt Repayment				
CEBA Loan				
Reserve Transfer				
Capital Expenditures			20,000.00	
<b>NET CASH SURPLUS / (DEFICT)</b>	<b>118,888.58</b>	<b>26,736.67</b>	<b>63,736.67</b>	<b>28,415.24</b>

# DECISION ITEM

<b>Subject</b>	Fire Hall Rental
<b>Council Meeting Date Presented:</b>	June 20, 2024
<b>Agenda Item:</b>	9.2
<b>Prepared By:</b>	Michele Bonneau, CAO

**BACKGROUND:**

- Payton Hall is very interested in renting the fire hall
- His equipment has not arrived yet (expected mid July)
- Viewed the fire hall with Councillor Engel
- Interested in a longer term lease 6 months, 1 year

**RECOMMENDATION:**

- 6 month lease – plans and design of firehall still in the works @\$400/month

**Respectfully Submitted by: Michele Bonneau, CAO**



## Waterworks Quality Assurance & Control Policy

<b>Policy Name:</b>	<b>Waterworks QA/QC Policy</b>	Effective Date:	
<b>Policy Number:</b>	<b>2024-UT-001</b>	Approval Date:	June 20, 2024
Policy Area:		Council Resolution Number:	
Policy Section:		Replaces Policy:	
No. of Pages:	5		

### 1) WATERWORKS POLICY STATEMENT

- a) The Resort Village of Elk Ridge Mayor, Council and Administration (“we”) understand that supplying good quality drinking water is essential to the continued growth, prosperity, and wellbeing of our community.
- b) We are committed to managing all aspects of our water system effectively to provide safe and aesthetically appealing water that tastes good and is free from objectionable colour or odour.
- c) All drinking water we provide will be produced, treated and distributed in accordance with the quality standards required by the *Waterworks and Sewage Works Regulations*.

### 2) APPLICATION

- a) This policy applies to all Resort Village of Elk Ridge staff, contractors, Mayor and Council and all Committees and Boards of Council.

### 3) DEFINITIONS

- a) **Act** means The *Environmental Management and Protection Act* of Saskatchewan
- b) **Administration** means the office of the Chief Administrative Officer, inclusive of workers and contractors.
- c) **Chief Administrative Officer (“CAO”)** means the Chief Administrative Officer of the Resort Village of Elk Ridge.
- d) **Regulations** means *The Waterworks and Sewage Works Regulations*.
- e) **Resort Village** means *The Resort Village of Elkridge*.
- f) **Program** means the compilation of all policies, documents, plans and records related to the Resort Village of Elk Ridge’s Drinking Water Quality Management System.
- g) **Sewage Works** means the same as *Sewage Works* as it is defined in the Act.
- h) **Waterworks** means the same as *Waterworks* as it is defined in the Act.

### 4) GENERAL RESPONSIBILITIES

All of our officials, managers, and employees involved with the supply of drinking water are responsible for understanding, implementing, maintaining, and continuously improving the

Drinking Water Quality Management System. To achieve our goals we will:

- a) Cooperate with the provincial government to protect our waterworks and water sources from contamination.
- b) Ensure the potential risks associated with water quality are identified and assessed.
- c) Ensure that our water supply, treatment, storage, and distribution infrastructure is properly designed, constantly maintained, and regularly evaluated and improved.
- d) Include the drinking water quality and quantity priorities, needs, and expectations of our citizens, the provincial authorities, and our water system employees in our planning.
- e) Develop a mechanism to ensure adequate funds are available for the water utility to maintain and improve the infrastructure, implement best practices, and ensure our water treatment employees are educated about their responsibilities and adequately trained and certified.
- f) Establish regular verification of the quality of drinking water provided to our citizens and monitoring of the water treatment process that produces the water.
- g) Provide community awareness about the water supply and its management by establishing and maintaining effective reporting of the water quality and timely information about the water system to our citizens.
- h) Develop contingency plans and incident response capabilities in cooperation with provincial authorities.
- i) Where possible participate in activities to ensure continued understanding of drinking water quality issues and performance.
- j) Regularly assess our performance and continually improve our practices to produce good quality water.
- k) We will establish a Drinking Water Quality Management Program to achieve these goals and adequately manage the risks to our drinking water quality.

#### **5) REQUIREMENTS OF THE DRINKING WATER QUALITY MANAGEMENT SYSTEM**

The Program shall conform to the standards and requirement of the Act, Regulations, and the standards of EPB 243. Specifically, the Program shall include the following elements:

- a) Organizational Chart. An organizational chart shall be available illustrating roles and the reporting structure for the Resort Village and Public Works and Utilities department.
- b) Roles and Responsibilities. The specific waterworks and sewage works responsibilities for Mayor, Council, and each of the committees and organizational roles shall be provided. The list of names and contact information shall be made readily available to the public.
- c) Knowledge and Training. Professional development, training and certification of Certified Operators shall be implemented and maintained as prescribed by the

Saskatchewan Operator Certification Board.

- d) The Operations and Maintenance Protocols. The operational and maintenance protocols for the community waterworks will be established and will be performed in accordance with the standard operating procedures of the waterworks industry.
  - i) The protocols should include but is not limited to listing and description of key infrastructure and equipment, system design capacity, range of operations, chemical feed frequencies, metering and recording frequencies, inspection and cleaning frequencies, and testing frequencies.
- e) Water Quality Monitoring. Water quality monitoring shall be performed in accordance with those specified in the water rights licences and operating permits, Regulations and any order issued by Water Security Agency (“WSA”). Quality monitoring requirements include, but are not limited to the following:
  - i) performing daily free chlorine residual monitoring of drinking water entering the distribution system and turbidity monitoring at each filter as required by regulation, permit or ministers order issued by WSA.
  - ii) all required drinking water quality monitoring samples, other than samples for chlorine residual, turbidity or pH will be sent to and analyzed by an accredited laboratory.
- f) Operational Monitoring. Operational monitoring shall include all operational measures and processes in accordance with those prescribed or recommended by the EPO, professional engineer, or technical authority.
- g) Water Quality Reporting. Water quality reporting shall be performed in conducted in accordance with those specified in the water rights licences and operating permits, Regulations and any order issued by Water Security Agency (“WSA”). Reporting requirements include, but are not limited to the following:
  - i) The Environmental Project Officer (EPO) responsible for regulation of the waterworks will be advised of any failure to meet a free-chlorine residual of at least 0.1 mg/L for water entering the distribution system as well as any exceedance of turbidity levels as required by operational permit, ministers order or regulatory requirement.
  - ii) The EPO will be advised of any positive bacteriological sample result as well as any exceedance of other water quality standards as determined through sampling and analysis for other substances as required by permit or minister’s order.
  - iii) The EPO will of any failure of the disinfection system or any other upset to the water treatment process, operation or distribution system concern in accordance with good practice or the emergency response plan and or technical action plans for the waterworks.



- h) Record Keeping Responsibility. Operational records and logs shall be kept and maintained by the **Utility Superintendent** be written kept in accordance with the requirement of the Regulations.
- i) Operational Logs and Records. Operational logs and records will be recorded and maintained in the following manner:
  - i) operational records or logs must be made in chronological order, with the dates, times and testing locations clearly indicated;
  - ii) entries in an operational record or log will only be made by the permittee or person specifically appointed by the permittee;
  - iii) persons making an entry in an operational record or log shall do so in a manner that allows the person to be unambiguously identified as the maker of the entry;
  - iv) operational records or logs must be maintained for at least five years;
  - v) any anomalies or instances of missing entries in an operational record or log must be accompanied by explanatory notes;
  - vi) operational records or logs must only contain data or information that is actually observed or produced;
  - vii) operational records or logs must not contain default values generated manually or by automated means;
  - viii) operational records or logs maintained in accordance with the above requirements must be made available promptly on request of the Minister of Environment or a representative of the Minister.
- j) Information Requirements. Operational logs and records shall include the following information:
  - i) total water pumped into the distribution system on a daily basis, or the total raw water used;
  - ii) the types, dosages and total amounts of chemicals applied to the water for treatment;
  - iii) locations from which samples for any tests conducted by the permittee of the waterworks were taken in accordance with the permittee's permit and the name of the person who conducted the sampling or testing and the results of those tests;
  - iv) any departures from normal operating procedures that may have occurred and the time and date that they occurred;
  - v) any instructions that were given during operation of the waterworks to depart

from normal operating practices and the name of the person who gave the instructions;

vi) any upset condition or bypass condition, the time and date of the upset condition or bypass condition and measures taken to notify others and resolve the upset condition or bypass condition;

vii) any condition of low disinfectant levels, the time, date and location of occurrence and measures taken to restore disinfectant levels to required values;

viii) the dates and results of calibrating any metering equipment and testing instruments; and

ix) the dates and types of maintenance performed on equipment and any actions taken to ensure the normal operations of the waterworks.

k) Review Responsibilities and Requirements. Operational logs and records shall be reviewed by the **Utility Superintendent and Public Works and Utilities Committee** on a monthly basis.

i) If the review of the records or logs indicates that the quality of water from the waterworks has been adversely affected, the findings will be reported to the Water Security Agency as soon as reasonably practical.

l) Annual Notice to Consumers. The Resort Village shall develop and make publicly available an Annual Notice of Water Quality to Consumers for the past two years. This notice shall be inclusive of all requirements stated in section 42 of the Regulations.

m) Annual Compliance Inspection Reports. The Resort Village shall make publicly available the Annual Waterworks and Sewage Work Compliance Inspection reports for the past two years.

n) Emergency Response Plan. The Resort Village Emergency Response Plan shall be inclusive of the standards and guidelines Waterworks Emergency Response Planning Standard EPB 540.

## **6) CONFLICTS BETWEEN POLICY, PROGRAM and REGULATIONS**

a) In the event of a conflict between the requirements of the Regulations, this policy or those stated in the Waterworks Quality Management Program the Regulations shall prevail.

## **7) REQUIREMENTS FOR REVIEW AND ASSESSMENT**

a) This policy is subject to Council every 2 years or earlier, as may be required. The Approval Date of the Policy or Resort Village Meeting Minutes shall indicate the last date of the review.

b) The Water Quality Management Program shall be independently assessed for adequacy, effectiveness and conformance no later than 12 months after a Resort Village election.

c) The Water Quality Management Program shall be reviewed annually by Administration and the Public Works and Utilities Committee for its adequacy, effectiveness and conformance. The

results of the review shall be reported to Council at least 1 month prior to approval of the annual budget.



## PRECAUTIONARY BOIL WATER ADVISORY POLICY

<b>Policy Name:</b>	<b>Precautionary Boil Water Advisory</b>	<b>Effective Date:</b>	June 20, 2024
<b>Policy Number:</b>	<b>2024-UT-002</b>	<b>Approval Date:</b>	
<b>Policy Area:</b>		<b>Council Resolution Number:</b>	
<b>Policy Section:</b>		<b>Replaces Policy:</b>	
<b>No. of Pages:</b>	3		

### 8) INTRODUCTION

- a) In the case where there is a water system failure, a potential health risk or if an emergency occurs rapid communication of the problem to the community is crucial. Precautionary Drinking Water Advisories (PDWA) are issued to advise the public to boil the water when there is a cause of concern that microbial problems may exist or there is a possibility of microbial contamination.
- b) In a case where there is chemical contamination (e.g. oil, fuel, fertilizer, etc.), the public will likely be advised to source alternative water sources of acceptable quality. (Refer to the WSA Contaminated Drinking Water Follow-Up Protocol)

### 9) PURPOSE

- a) This document sets out the Resort Village’s policy for issuing a PDWA to the community of Elk Ridge in accordance with the standards and guidelines outlined in the Water Security Agency (WSA) EPB 505 Bacterial Follow-Up Standard).

### 10) APPLICATION

- a) This policy applies to all Resort Village of Elk Ridge staff, contractors, Mayor and Council and all Committees and Boards of Council.

### 11) DEFINITIONS

- a) **Administration or Chief Administrative Officer (“CAO”)** means the Chief Administrative Officer of the Resort Village of Elk Ridge.
- b) **Council** means the Council of the Resort Village of Elk Ridge
- c) **Precautionary Drinking Water Advisory or PDWA** means an advisory issued by the Water Security Agency Environmental Protection Officer (WSA EPO) under the authority of Subsection 36(1) of The Environmental Management and Protection Act, 2010. A PDWA is issued by WSA EPO when he/she has been determined that drinking water quality concerns exist, but immediate public health threats have not been identified.
- d) **Responsible Person.** Any member of Council or Administration who becomes the first person to be aware of any of the circumstances or conditions that may warrant a PDWA, as listed in the PDWA Policy;
- e) **Resort Village or Resort Village** means *The Resort Village of Elkridge*.

- f) **Water Security Agency or WSA** means the Water Security Agency of Saskatchewan.

## **12) POLICY**

- a) Knowledge or evidence of any of item on the list of “Circumstances and Conditions that may warrant a PDWA” shall require the to give notice of the circumstance to the Chief Administration Officer, as the WSA and Saskatchewan Ministry of Environment (MOE);
- b) If a PDWA is advised or required, follow the Utility’s Operational Procedure for “Issuing a Precautionary Drinking Water Advisory to Consumers”;
- c) At a minimum, the PDWA must contain all information outlined in EPB 505 Appendix E; and
- d) Rescinding of the PDWA must be done in accordance with procedures outlined EPB 505 Appendix B, section 2.2 - “Guidance for Issuing and Rescinding Emergency Boil Water Orders and Precautionary Drinking Water Advisories” and EPB 505 Appendix C – “Sampling Requirements”.

## **13) CIRCUMSTANCES THAT MAY WARRANT A PDWA**

- a) Drinking water samples which test positive for microbiological contaminants, (EPB 505);
- b) Failure of disinfection equipment (EPB 505);
- c) Upset operational conditions (e.g. means any abnormal conditions, anomalies or interruptions in the treatment process or the distribution system within waterworks that may have any adverse effect on the quality of water supplied to consumers) (EPB 505, 508);
- d) Planned or post changing a water source (Waterworks regulations 3 s28.);
- e) Planned or post changing a water treatment process (Waterworks regulations 3 s28.);
- f) Significant deterioration in source water quality (e.g. high turbidity due to runoff and other events) (EPB 505);
- g) Persistently low chlorine/disinfectant residuals (i.e. <0.5 MG/L of total chlorine residual and <0.1MG/L of free chlorine residual) in the distribution system (EPB 505);
- h) Bacteriological monitoring results show persistent total coliforms and overgrowths (EPB 505);
- i) Lack of adequate treatment component(s) or equipment malfunctions in the treatment plant or disinfection system (EPB 505); Util
- j) The presence of bacterial contamination in an consumption location (EPB 505);
- k) De-pressurization of a portion or all of the distribution system (e.g. reservoir maintenance, line-break of type 1, 2, 3 or 4) (EPB 505, 508);
- l) Prior to the start-up of waterworks (EPB 505);
- m) Violations of monitoring, reporting or Permit conditions (EPB 505), and;
- n) Protozoan or invertebrate contamination (EPB 505).
- o) Notwithstanding the above, a PDWA or an Emergency Boil Water Order (EBWO) can be issued anytime a condition or a problem with the waterworks is identified (EPB 505).

#### **14) ROLES AND RESPONSIBILITIES**

**a) Responsible Person.**

- i) The Responsible Person shall immediately notify the Utility Superintendent (or their delegate) the particulars around the circumstances and/or conditions that may warrant the PDWA;
- ii) The Responsible Person's duties are complete when the Utility Superintendent has verified the conditions reported by the Responsible Person and has subsequently informed a member Water Security Agency (WSA) and Saskatchewan Ministry of Environment (MOE) of the situation.

**b) Utility Superintendent / On-Duty Operator.**

- i) Executing the Utility PDWA procedures and coordinating community notification measures and activities with community stakeholders;
- ii) Providing training of PDWA Policy and Procedures to new contractors and staff;
- iii) Whenever possible and practical, give a minimum 15 days' notice of a PDWA to the Board and community stakeholders;
- iv) Implement advice or directives provided from WSA representative as required;
- v) Review EPB 505 and follow applicable standards and requirements;
- vi) Execute all sampling and monitoring requirements for all microbiological, chlorine residual, turbidity and other chemical parameters are specified in the Permit to Operate and by the WSA;
- vii) Coordinate with, get assistance from, or provide information to the PDWA Delegate as required.

**c) Public Works and Utilities Manager / Chief Administrative Officer**

- i) Monitor the progress and status of the PDWA;
- ii) Provide support to the Utility staff as requested or required;
- iii) Report the status of PDWA to the Mayor, as required;
- iv) Ensure lessons learned are reviewed and assist the revision of any policies and procedures;
- v) The oversight duties mentioned above are complete only when the PDWA has been rescinded by the WSA and any lessons learned have been shared with Council or the Advisory Committee.

#### **15) REQUIREMENTS FOR REVIEW AND ASSESSMENT**

- a) This policy is subject to Council every 2 years or earlier, as may be required. The Approval Date of the Policy or Resort Village Meeting Minutes shall indicate the last date of the review.
- b) Changes to the policy shall be considered post the review of the lessons learned surrounding the circumstances and handling of the PDWA.

## ASSET PURCHASE AGREEMENT

This Agreement made effective the 24<sup>th</sup> day of June, 2024 (the “**Effective Date**”),

Between:

**ELK RIDGE UTILITY LTD.**, a non-profit corporation incorporated under the laws of the Province of Saskatchewan  
(the “**Vendor**”)

And:

**RESORT VILLAGE OF ELK RIDGE**, a resort village established pursuant to section 51 of *The Municipalities Act*, SS 2005, c M-36.1  
(the “**Purchaser**”)

### **WHEREAS:**

- A. the Vendor is non-profit corporation that carries on business providing waterworks and sewage works to customers in the Resort Village of Elk Ridge, Saskatchewan (the “**Business**”);
- B. the Vendor is the legal and beneficial owner of the Purchased Assets; and
- C. the Purchaser wishes to assume the Business from the Vendor and, and connection therewith, is desirous of purchasing the Purchased Assets from the Vendor and the Vendor is desirous of selling the Purchased Assets to the Purchaser for the Purchase Price and upon and subject to the other terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration now paid by the Purchaser to the Vendor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Definitions. The terms defined in this Section 0 will have, for all purposes of this Agreement, the following meanings, unless the context otherwise expressly or by necessary implication requires:

“**Agreement**” means this Asset Purchase Agreement as the same may be amended or supplemented from time to time and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions if used in any article, section or paragraph of this Agreement refer to this Agreement including the Schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

“**Assumed Liabilities and Obligations**” has the meaning ascribed to it in Schedule “D” hereto;

“**Books and Records**” means books and records relating to the Business and the Purchased Assets up to the Closing Time, including financial, accounting, operations and maintenance books, customer lists, services records, and all other documents, survey plans, files, records, correspondence and other data and information relating to the Business and the Purchased Assets;

“**Closing**” means the completion of the sale to and purchase by the Purchaser of the Purchased Assets under this Agreement which has effect as of the Closing Time;

“**Closing Time**” means 00:00 hours Saskatchewan time, on the 1<sup>st</sup> day of November 2024 or such other date and/or time as the parties may agree in writing as the time at which the Closing will take place;

“**Excluded Assets**” means (i) all constating documents, minute books and shareholder records of the Vendor; and (ii) all Licences, contracts and agreements that are not assignable or transferable;

“**Licences**” means the licences and permits listed in Schedule “C”;

“**Purchase Price**” means the sum of \$1.00;

“**Purchased Assets**” means all of the Vendor’s right, title and interest in and to all of the Vendor’s property, plant, equipment, interests, rights, and assets, other than the Excluded Assets, including:

the Rights of Way;

the Works;

the Licences;

the Real Property;

the Books and Records;

the Assumed Liabilities and Obligations;

all contracts, leases, licences, instruments, notes, commitments, undertakings, indentures, and all other agreements, commitments and legally binding arrangements, whether written or oral;

all cash, cash equivalents and investments on hand or in banks or other depositories;

all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Vendor as at the Closing Time, including all interest accrued or accruing thereon, and the benefit of all security for such accounts, notes and debts; and

all intellectual property associated with the Business including without limitation, any patents, patent applications, licenses, copyrights, trade marks, trade mark registrations, trade names, logos, industrial designs and other intellectual property used in or relating to the Business,

“**Real Property**” means all of the real property owned by the Vendor including all of the buildings, structures, improvements and fixtures situated thereon and thereunder, which real property is more particularly described in Schedule “B”;



“**Rights of Way**” means the entire right, title and interest of the Vendor in and to all easements, interests, rights to use the surface of lands, roads and access to such lands, associated rights of way and all rights and interests ancillary thereto described in Schedule “B”; and

“**Works**” means the property, plant, equipment, interests, rights, assets, inventory, equipment, agreements, and works described in Schedule “A” hereto.

Preamble and Schedules Incorporation. The parties hereby confirm and ratify the matters contained and referred to in the recitals and in the various Schedules to this Agreement and agree that the same are expressly incorporated into and form part of this Agreement.

Purchase and Sale. Subject to the provisions of this Agreement, with effect as of the Closing Time, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, free and clear of any and all claims, liens, encumbrances, charges or security interests whatsoever, the Purchased Assets at and for the Purchase Price exclusive of all applicable sales taxes.

Closing. The Closing will take place effective as of the Closing Time in such manner and at such place as may be agreed upon by the parties. At the Closing:

the Purchaser will pay the Purchase Price; and

the Vendor will deliver up possession of the Purchased Assets and will execute and deliver to the Purchaser all such bills of sale, assignments, instruments of transfer and other documents, including the documents listed in Section 00 herein, as will be necessary to effectively transfer to the Purchaser the Purchased Assets.

GST. The Purchaser will be liable for and will pay all federal and provincial sales, goods and services taxes and all other taxes, fees or like charges of any jurisdiction properly payable in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser. If applicable, and provided that the Purchaser is properly registered under the *Excise Tax Act* for the purposes of GST, and confirmation of such registration reasonably satisfactory to the Vendor has been provided by the Purchaser, the parties will execute and deliver on Closing two (2) copies of the prescribed GST election form in order for Section 167 of the *Excise Tax Act* to apply to the supply of the Purchased Assets contemplated within this Agreement. The Purchaser will be responsible for the filing of such joint election form with the Purchaser’s GST return for the first reporting period in which the GST applicable to the supply of the Purchased Assets was payable.

Covenants of the Vendor. The Vendor covenants and agrees that:

the Vendor will, from and after the Effective Date, cooperate fully with the Purchaser in the Purchaser’s investigation of the Business and the Purchased Assets and, for such purpose, will afford to the Purchaser and its representatives (including, but not limited to, the solicitors and accountants of the Purchaser), full access to all of the properties, books, contracts, documents, files, correspondence and records of the Vendor and to furnish to the Purchaser and its representatives such information, including copies of pertinent records and documents, as the Purchaser or its representatives may reasonably require to enable

the Purchaser and its representatives to make a full and complete investigation of the Purchased Assets. The Vendor will also instruct its solicitors, accountants and other advisors to cooperate fully with and assist the Purchaser in such investigation;

to the extent that any water and sewer mains or other property that forms part of the Works are located on, in, or under real property owned third parties, the Vendor will use commercially reasonable efforts to obtain easement agreements or other rights or interests from such third parties prior to Closing, provided that obtaining such easement agreements will not be a condition of Closing;

the Vendor will have obtained prior to the Closing Time all consents to the assignment and transfer of the Purchased Assets for which consent is required and will provide evidence of such consents in a form satisfactory to the Purchaser, in its sole discretion;

upon Closing, the Vendor will co-operate with the Purchaser to ensure that the Purchaser is placed in actual possession and operating control of the Purchased Assets;

the Purchased Assets will be and remain at the risk of the Vendor until the Closing Time; and

during the period from the Effective Date to and through the Closing Time, except as the Purchaser may otherwise consent in writing, the Vendor will maintain and operate the Purchased Assets in the ordinary course of business consistent with past practice and use commercially reasonable efforts to:

maintain the Purchased Assets in a good state of repair; and

preserve its rights, franchises, goodwill and relationships with any applicable governmental authority and its customers, suppliers and others with whom it does business relating to the Purchased Assets.

Covenants of the Purchaser. The Purchaser covenants and agrees that:

on Closing, the Purchaser will assume and agrees to pay, perform and discharge when due any and all Assumed Liabilities and Obligations;

the Purchaser will have obtained prior to the Closing Time all consents to the assignment and transfer of the Purchased Assets for which consent is required and will provide evidence of such consents in a form satisfactory to the Vendor, in its sole discretion; and

to the extent that any water and sewer mains or other property that forms part of the Works are located on, in, or under real property owned third parties for which there is no easement or similar rights in favour of the Vendor or the Purchaser on Closing, the Purchaser may at its sole cost if it elects to do so, seek such easements, agreements or similar rights or interests on or following the Closing Time and the Vendor will have no obligation or liability therefor or any liability to the Purchaser arising directly or indirectly as a result of any absence of or deficiencies in such easements or similar rights or interests.

Vendor's Representations and Warranties. The Vendor represents and warrants with and to the Purchaser the matters set out below and acknowledges that the Purchaser is relying upon such representations

and warranties in connection with the completion of the transactions contemplated in this Agreement. No investigation made by or on behalf of the Purchaser at any time will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Vendor in this Agreement:

The Vendor has been incorporated and organized under the laws of the Province of Saskatchewan and is a valid and subsisting non-profit corporation.

The Vendor has all requisite power and authority and all necessary licences, permits and authorizations to carry on the Business as it has been and is now being conducted and to own and operate the Purchased Assets used in connection therewith.

The Vendor has the full power and authority and all necessary corporate actions have been taken and all necessary approvals have been obtained to allow the Vendor to enter into, deliver and perform this Agreement and to complete the transactions contemplated hereby. At the Closing Time, each of the documents required by this Agreement to be delivered by the Vendor will be duly executed and delivered by the Vendor and will be valid and binding obligations of the Vendor enforceable in accordance with their respective terms.

No person other than the Purchaser has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition of the Purchased Assets, in whole or in part. Without limiting the generality of the foregoing, the Vendor has not assigned any interest in the Purchased Assets other than to the Purchaser pursuant to the provisions herein.

The Purchased Assets include all of the assets required by the Purchaser in connection with the supply of public utility services to consumers in accordance with the Licences.

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

This Agreement is not in conflict with any other agreement or transaction to which the Vendor is a party or is bound, and the Vendor shall obtain all required consents and approvals from third parties that are necessary to enable it to conclude the transactions contemplated herein prior to the Closing Time.

No one is entitled to any finder's fees in connection with this purchase and sale transaction.

The Vendor has good and valid title to all tangible personal property and all Real Property included in the Purchased Assets, free and clear of any lien, charge, security interest or other similar encumbrance except for liens for taxes and other statutory encumbrances which are not due or delinquent.

The Purchaser will be entitled to quiet enjoyment of the Purchased Assets after the Closing Time subject to the Purchaser being bound by the Assumed Liabilities and Obligations.

The Vendor will indemnify and save harmless the Purchaser on a full indemnity basis, from and against any and all losses sustained, paid, or incurred by the Purchaser arising from any of the representations and warranties of the Vendor being inaccurate or untrue.

Purchaser's Representations and Warranties. The Purchaser represents and warrants with and to the Vendor the matters set out below and acknowledges that the Vendor is relying upon such representations

and warranties in connection with the completion of the transactions contemplated in this Agreement. No investigation made by or on behalf of the Vendor at any time will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the Purchaser in this Agreement:

The Purchaser is a subsisting municipality as defined in *The Municipalities Act* (Saskatchewan).

The Purchaser has the full power and authority and all necessary actions have been taken and all necessary approvals have been obtained to allow the Purchaser to enter into, deliver and perform this Agreement and to complete the transactions contemplated hereby. At the Closing Time, each of the documents required by this Agreement to be delivered by the Purchaser will be duly executed and delivered by the Purchaser and will be valid and binding obligations of the Purchaser enforceable in accordance with their respective terms.

No approval, order, consent of or filing with any governmental authority is required on the part of the Purchaser, in connection with the execution, delivery and performance of this Agreement or the performance by the Purchaser of its obligations hereunder or any other documents to be delivered under this Agreement.

This Agreement is not in conflict with any other agreement or transaction to which the Purchaser is a party or is bound, and the Purchaser has obtained all required consents and approvals from third parties that are necessary to enable it to conclude the transactions contemplated herein.

The Purchaser has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Vendor for such purpose. The Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser has relied solely upon its own investigation and the express representations and warranties of Vendor set forth in Section 0; and (b) neither Vendor nor any other person has made any representation or warranty as to Vendor, the Business, the Purchased Assets or this Agreement, except as expressly set forth in this Agreement.

Survival. All representations, warranties, covenants and agreements made by the Vendor and the Purchaser in this Agreement or in any certificate, schedule, statement, document or instrument furnished hereunder or in connection with the negotiation, execution and performance of this Agreement will survive for a period of two (2) years following the Closing.

Condition and Quality of Assets. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees, that:

except as specifically set forth in Section 0, it is purchasing the Purchased Assets from the Vendor on a strictly “as is, where is” basis relying solely on its own inspections and investigations and without any warranty or representation from the Vendor whatsoever;

there are no representations or warranties given by the Vendor, express or implied, as to any matter, cause or thing including with respect to the Business and the Purchased Assets, other than as specifically given in Section 0; and

the terms of this Agreement grant to the Purchaser an opportunity to conduct a full and complete investigation of the Business and all of the Purchased Assets and it is the obligation of the Purchaser to satisfy itself (at its sole cost and expense) on all matters relating to or affecting the Business and the Purchased Assets.

Risk. Notwithstanding Section 0, in the event of any loss or destruction to any of the Works prior to Closing, the proceeds, if any, of any insurance policies maintained by the Vendor will form part of the Purchased Assets and the Purchaser will have no right to terminate this Agreement or to otherwise cancel the transaction of purchase and sale as a result of such loss or destruction, and the parties will conclude the transactions contemplated herein without any abatement or adjustment of the Purchase Price. The Vendor will keep such of its insurance as existed prior to the Closing Time in place until all of the Purchase Price is paid to or to the credit of the Vendor on Closing. **[Note to Draft: Review and discuss. This will require the Resort Village to complete the purchase, even if some of the assets are damaged or destroyed but it will be entitled to acquire any cash proceeds of insurance as part of the Purchased Assets.]**

Assumption Documents. The Purchaser will, before or after Closing, execute such reasonable assumption documents as may be required by a third party under any of the Assumed Liabilities and Obligations.

Cost of Publicity and Notices. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement will be prepared and released by the Purchaser and will be paid for by the Purchaser.

Costs. The Vendor and the Purchaser will each be responsible to pay for their own respective costs and expenses incidental to the preparation and carrying out of this Agreement and the completion of the transactions contemplated hereby.

Conditions Precedent to Purchaser's Obligations. All obligations of the Purchaser under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

(a) the Vendor has performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

all representations and warranties of the Vendor made in or pursuant to this Agreement will be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time;

all actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related legal matters will have been approved at the Closing Time by counsel for the Purchaser, in the exercise of their reasonable judgment;

the Purchaser will be satisfied, in its sole discretion, with all matters of a legal, business and financial nature, as well as with all other information disclosed to or discovered by it in

respect of the Vendor and the Purchased Assets, in connection with its due diligence examinations and investigations or otherwise, including a physical inspection of the Works;

no material adverse change in, or change in material fact in respect of, the Vendor or the Purchased Assets will have occurred prior to the Closing and the Purchaser will not have determined that there existed on the date hereof any such adverse material change or change in material fact which had not been disclosed in writing to the Purchaser;

at Closing the Vendor will have executed and delivered or caused to be delivered to the Purchaser the following documents:

evidence, in a form satisfactory to the Purchaser, in its sole discretion, of:

the approval of the Vendor's membership, if required by applicable law; and

all third-party consents required in connection with the transfer or assignment, as applicable, of the Purchased Assets by the Vendor;

registerable transfers of the Real Property and all interest registrations regarding the Rights of Way, duly executed by the Vendor;

registerable transfers of the Licences, to the extent they are transferrable and to the extent such transfers are requested by the Purchaser;

a general conveyance for the Works, duly executed by the Vendor;

an assignment of the Rights of Way, duly executed by the Vendor together with all original Rights of Way documents in the Vendor's possession, and

- (g) the Purchaser will have received copies from the Vendor of all such documentation or other evidence as it may reasonably request, including the Books and Records, in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance with these conditions.

In the event that any of the foregoing conditions are not performed or fulfilled at or before the Closing Time the Purchaser may terminate this Agreement in which event the Purchaser will be released from all obligations under this Agreement, and the Vendor will also be so released unless it has breached any of its covenants or obligations in or under this Agreement. The foregoing conditions are for the benefit of the Purchaser only and accordingly the Purchaser will be entitled to waive compliance with any such conditions if it sees fit to do so, without prejudice to its rights and remedies at law and in equity and also without prejudice to any of its rights of termination in the event of non-performance of any other conditions in whole or in part.

1.02 Conditions Precedent to Vendor's Obligations. All obligations of the Vendor under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent:

- (a) the Purchaser has performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by each of them prior to or at the Closing; and
- (b) all actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related legal matters will have been approved at the Closing Time by counsel for the Vendor, in the exercise of their reasonable judgment.

In the event that any of the foregoing conditions are not performed or fulfilled at or before the Closing Time the Vendor may terminate this Agreement in which event the Vendor will be released from all obligations under this Agreement, and the Purchaser will also be so released unless it has breached any of its covenants or obligations in or under this Agreement. The foregoing conditions are for the benefit of the Vendor only and accordingly the Vendor will be entitled to waive compliance with any such conditions if it sees fit to do so, without prejudice to its rights and remedies at law and in equity and also without prejudice to any of its rights of termination in the event of non-performance of any other conditions in whole or in part.

Licences. The Purchaser will do what is necessary to assume all of the right, title and interest of the Vendor under the Licences either before or as soon as practicably possible following Closing. The Vendor represents that it is not aware of any issues with respect to the Licences that would prevent the conclusion of the transactions contemplated herein, provided that the assumption by the Purchaser of the Licences or the issuance of new licences and permits to the Purchaser may be subject to the discretion or requirements of the grantor of such Licences. The Vendor will take such steps as the Purchaser may request, acting reasonably, to assist in such assignment of the Licences to the Purchaser or in connection with the issuance of a new licences and operating permits to the Purchaser.

Notices. Any notice required to be given hereunder by any party will be deemed to have been well and sufficiently given if:

- (a) delivered to the party to whom it is intended or mailed by prepaid registered mail to the party to whom it is intended, as the case may be, at the addressee hereinafter set forth:

- (i) to the Vendor:

Elk Ridge Utility Ltd.  
PO Box 182  
Waskesiu Lake, SK S0J 2Y0  
Email: office@elkridgeutility.ca  
Telephone: (306) 663-1239  
Attn: Darcy Simoneau, President

- (ii) to the Purchaser:

211 Arne Petersen Way

Elk Ridge, SK  
PO Box 171  
Waskesiu Lake, SK S0J 2Y0  
Email: infoelkridge@sasktel.net  
Telephone: (306) 940-9052  
Attn: Michele Bonneau, Chief Administrative Officer

Any notice delivered as aforesaid will be deemed to have been received on the date of delivery, any notice mailed will be deemed to have been received five (5) days after the date it is postmarked and any notice sent via fax will be deemed to have been received on the date that the transmitting fax machine confirms transmission. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then delivery or sending via fax only will be effective.

Payment of Monies. The parties acknowledge and agree that any payment of monies required to be made hereunder will be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it will be sufficient that a cheque is tendered instead of cash.

Survival. Subject to the provisions of Section 0, the covenants, agreements and provisions of this Agreement which, by their context are meant to survive the Closing will survive such Closing and will not be merged therein or therewith.

Further Assurances. The parties hereto and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Unenforceable Terms. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable will not be affected thereby and each remaining term, covenant or condition of this Agreement will be valid and will be enforceable to the fullest extent permitted by law.

Amendments. This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.

Assignment. This Agreement is not assignable by any of the parties hereto without the prior written consent of the other party hereto.

Time of Essence. Time is of the essence of this Agreement and of every part hereof.

Headings. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

Singular, Plural and Gender. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires.



Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

No Waiver. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the other party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such first party of its rights hereunder.

Governing Law and Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein, and the parties hereto hereby submit to the jurisdiction of the courts in the Province of Saskatchewan.

Enurement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Business Day. Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a business day, the payment is to be made or action is to be taken on the next business day.

Execution in Counterpart. This Agreement and all Closing documents, agreements, instruments and other documents to be delivered hereunder may be executed in any number of counterparts and by electronic means (including by way of AdobeSign or similar electronic signature technology) and may be delivered in any number of counterparts and by fax transmission, email, or other means of electronic transmission, and each such executed signature page will constitute an original and all such counterparts taken together will constitute one and the same Agreement, and will be deemed to have the same legal effect as a paper copy bearing the parties' original signatures.

*[Balance of the page intentionally left blank. Execution pages to follow.]*

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date first above written.

**ELK RIDGE UTILITY LTD.**

Per: \_\_\_\_\_  
Authorized signatory

Per: \_\_\_\_\_  
Authorized signatory

I/We have authority to bind the corporation.

**RESORT VILLAGE OF ELK RIDGE**

Per: \_\_\_\_\_  
Authorized signatory

Per: \_\_\_\_\_  
Authorized signatory

I/We have authority to bind the Resort Village.

**SCHEDULE “A”**  
**Works**

**Water and Sewer Mains:**

Item	Description
1.	Water & Sewer mains and related pipes, structures, equipment and apparatus located on the following lands currently owned by Routes2SK Inc.:  Surface Parcel #166153675 Reference Land Description: Blk/Par J Plan No 99PA19052 Extension 5  These water and sewer mains are located, more or less, within the areas depicted on the plan of survey registered in the Saskatchewan Land Titles Registry as Registered Plan No. 01PA06245.
2.	Water & Sewer mains and related pipes, structures, equipment and apparatus that are located, more or less, within the areas depicted on the plan of survey registered in the Saskatchewan Land Titles Registry as Registered Plan No. 102352025.

**Buildings, Office Equipment and Furnishings**

Item	Description
1.	Utility Office and Workshop (Parcel EU)
2.	Office Computer, Printer
3.	Lenovo Computer
4.	Officer Computer
5.	Dell Computer Laptop
6.	Office Desk (1), Chairs (3)
7.	Filing Cabinet (2)
8.	Keurig Coffee Machine
9.	Security Camera System
10.	Sasktel Wireless Router

**Tools and Equipment**

Item	Description
1.	Gas Detector (Safety Equipment)
2.	Respirator (Safety Equipment)
3.	Chlorometer
4.	Turbimeter
5.	Well Depth Gauge
6.	First Aid Kit (Safety Equipment)
7.	Misc Hand Tools

**Water Supply, Water Treatment and Distribution**

Item	Description
1.	Observation Well
2.	Raw Water Supply Well No. 1 – PW6-2011
3.	Raw Water Supply Well No. 2 – PW7-2014
4.	Water Treatment Plant and Reservoirs
5.	Distribution Supply Lines “mains” (various sizes) approximately 5000m
6.	Fire Hydrants (Qty 10)

Item	Description
7.	Service Connections (Qty 195 approximate)
8.	Installed 5/8-inch Residential Meter (Qty 203)
9.	Installed 3-inch Meter Mult-Res Dorm, Hotel, RV Park#2 (Qty 3)
10.	Installed 2-inch Meter Modulares (Qty 5)

### Sewage Collection and Treatment

Item	Description
1.	Facultative Lagoon (Parcell CC)
2.	Sewage Lift Station No. 1 (Parcel EU)
3.	Sewage Lift Station No. 2 (Gravel Road)
4.	Sewage Collection Lines "mains" (various sizes) approximately 5500 m
5.	24-inch Sewer Access Covers (manhole Covers) Qty 14 approximately
6.	Service Connections (Qty 194 approximately)

### Capital Projects

Item	Description
1.	Bio Filter Project and Prototype
2.	Lagoon Expansion and Renewal Project

### Inventory

Item	Description
1.	E-One Grinder Pumps Kit (Qty 5)
2.	E-One Grinder Pumps Kit (Qty 3)
3.	5/8 inch Residential Meter (Qty 2)

### Operating Supplies (Consumable Materials)

Item	Description
1.	3-inch Meter Mult-Res Dorm, Hotel, RV Park#2 (Qty 0)
2.	2-inch Meter Modulares, Firehall, Clubhouse, Maintenance Shop, RV Park #1 (Qty 5)
3.	1.0-inch HDPE Pipe (x meters) 100 ft roll
4.	1.25-inch HDPE Pipe (300 ft roll)
5.	1.0-inch Curb Stop Valve (Qty 2)
6.	1.25-inch Curb Stop Valve (Qty 2)
7.	Chemical Potassium Pomegranate (Qty 1 x 75 lb pail) approximate
8.	Chemical Chlorine (Qty 2 x 114 l, 2 x 20 l) approximate
9.	Chemical Filter Cleaning Fluid (Qty 1 x 20 l pail) approximate

### Customer Lists and Agreements

Item	Description
1.	All supplier and customer lists, files, data and information relating to suppliers and customers of the Business
2.	John Brooks Consignment Inventory for Supply of E-One Grinder Pumps

**SCHEDULE "B"**  
**Real Property and Rights of Way**

**Real Property:**

Item	Description
1.	Surface Parcel #203768545 Reference Land Description: Blk/Par EU Plan No 102323944 Extension 0 (Water Plant, Office, Well Pad)
2.	Surface Parcel #135813528 Reference Land Description: Blk/Par CC Plan No 01PA06245 Extension 1 (Lagoon)

**Rights of Way:**

Item	Description
1.	Grant of Utility Easement dated May 14, 2001 registered in the Saskatchewan Land Titles Registry as Int. Register #103930668 (Converted Instrument #01PA08786)
2.	Plan of Survey registered in the Saskatchewan Land Titles Registry as Plan No. 102352025 for right of way for water & sewer mains**
3.	Plan of Survey registered in the Saskatchewan Land Titles Registry as Plan No. 01PA06245 for right of way for road access and water and sewer mains**
4.	Water & Sewer implied easements on:  Condo Plan No. 00PA03157 (the Villas) Condo Plan No. 01PA09047 (the Townhouses) Condo Plan No. 99PA21324 (the Estates) Condo Plan No. 102093241 (the Cottages)  To the extent implied pursuant to <i>The Condominium Property Act, 1993</i> (Saskatchewan).

\*\*Although these plans have been registered, the associated Easement Agreements are not yet in place. The Vendor will make reasonable efforts to obtain Easement Agreements prior to Closing. However, if such Easement Agreements are not executed prior to Closing, then it will be the Purchaser's responsibility to obtain such Easement Agreements.

**SCHEDULE “C”**  
**Licences**

The Licences include all of the Vendor’s right, title and interest in the following water rights licences and operating permits:

**Water Rights Licences and Operating Permits**

Item	Description
1	Water Right License E3/4966
2	Water Right License E3/4591
3	Water Treatment and Distribution Permits 00002164-05-00
4	Sewage Collection and Treatment Permits 00051136-03-00

**SCHEDULE "D"**  
**Assumed Liabilities and Obligations**

The Assumed Liabilities and Obligations include all liabilities, defects, deficiencies, warranties, work orders, maintenance requests, non-compliance, obligations and commitments of any nature whatsoever whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, of the Vendor arising out of or related to the Business or the Purchased Assets before, on or after Closing, including, but not limited to:

all trade accounts payable by the Vendor to third parties in connection with the Business that remain unpaid as of the Closing Time; and

all other liabilities arising out of or relating to Purchaser's ownership or operation of the Business and the Purchased Assets before, on or after the Closing.

For greater certainty, the Assumed Liabilities and Obligations exclude the following:

any liability for taxes upon the income or capital of the Vendor; and

any liability of the Vendor arising or incurred in connection with the negotiation, preparation and performance of this Agreement.

## RESORT VILLAGE OF ELK RIDGE

### BYLAW NO 01-2022

#### A BYLAW TO ESTABLISH PROPERTY TAX INCENTIVES AND PENALTIES

The Council of the Resort Village of Elk Ridge in the Province of Saskatchewan enacts as follows:

1. Due Date  
Property and other taxes imposed by the Resort Village of Elk Ridge are deemed to be ~~imposed-owing~~ on the first day of January in each year and shall be due on August 31.
2. Penalty on Arrears of Taxes
  - a) Taxes which remain unpaid after the 31<sup>st</sup> day of December of the year in which they are levied shall be subject to a penalty.
  - b) The method of calculating the penalty shall be a simple rate of 1.00% per month, added on the first day of each month applied to the total taxes, excluding any penalties previously added during the current year, that remain unpaid at the end of the month preceding the month in which the penalty is being applied.
  - c) ~~The penalty charges are to be added to and shall form part of the tax roll.~~
  - e)d) No penalty is to be added to any tax account in good standing that is on the monthly Tax Installment Payment Plan.
3. Penalty on Current Taxes
  - a) Where current taxes remain unpaid after the due date noted in section 1 of this bylaw, there shall be added thereto a penalty, calculated at the rate of 1.00% of the unpaid taxes as at the first day of each month in which the penalty is being applied.
  - b) The penalty charges are to be added on the first day of each month in which there are unpaid taxes.
  - c) The penalty charges are to be added to and form part of the tax roll.
4. Incentive Program – Prepayments
  - a) ~~From January 1 until June 30, discounts shall be allowed with respect to the prepayment of:~~
    1. The current year's taxes on property; Where taxes levied for the previous taxation year(s) are paid in full, then notwithstanding that taxes for a taxation year have not been levied, the whole portion or any portion of the municipal taxes paid to the Resort Village on or before March 31 for that taxation year shall receive a discount on the amount paid.
  - b) The rate of discount relative to prepayment of taxes:
    1. Declining discount



1. During the month of January shall be 6%
2. During the month of February shall be 5%
3. During the month of March shall be 4%
- ~~4. During the month of April shall be 3%~~
- ~~5. During the month of May shall be 2%~~
- ~~6. During the month of June shall be 1%~~

5. Education Property Taxes

Section 4 does not apply to property taxes levied on behalf of a school division.

## ADMINISTRATORS'S REPORT - June 20, 2024

<u>Date</u>	<u>ADMINISTRATION HIGHLIGHTS:</u>
	GST Payments have been received (Jan-Jun 2022, Jul-Dec 2022, Jan-Jun 2023)
	Tax Notices mailed June 7, 2024
	Rental lease agreement for Playground signed with Routes2SK Inc.
	Roll off bin available June 10 - 24, 2024 - scheduled to be picked up June 24/24
	Working with new auditors - sent all documents - will plan office visit in the near future
	Need a motion of support to consolidate Lots 13/14
<u>Date</u>	<u>MINUTES FOLLOW UP</u>
	- working on letters to Routes2SK Inc regarding area around lagoon and burned building
	' working on letter to Canada Post regarding request for a unique postal code
	- Need a motion to confirm compliance with Gov't Relations regarding Municipal Revenue Sharing
<u>Date</u>	<u>OFFICE NOTES</u>
	- New Council training - working with other resort villages - location: Manitou
<u>Date</u>	<u>HR/Personell NOTES</u>
	- letters of offer to two Utility Staff prepared for your review
	- UMAAS Convention - great networking with Christopher Lake administrator
<u>Date</u>	<u>GRANT UPDATES/UPCOMING</u>
	- received \$975 Sask Lotteries grant
<u>Date</u>	<u>RATEPAYER CONCERNS</u>
	- request to grade Elk Ridge Place - seeking quote
	- Elk Ridge Place - upgraded - passable
	- working with Ross regarding pavement repairs

# DECISION ITEM

<b>Subject</b>	Municipal Revenue Sharing
<b>Council Meeting Date Presented:</b>	June 20, 2024
<b>Agenda Item:</b>	11.1
<b>Prepared By:</b>	Michele Bonneau

## BACKGROUND:

- Municipal Revenue Sharing documentation signed
- Annual Public Disclosures completed but not sent in
- Financial Statements not completed by January 31, 2024
- Received two letters of non-compliance

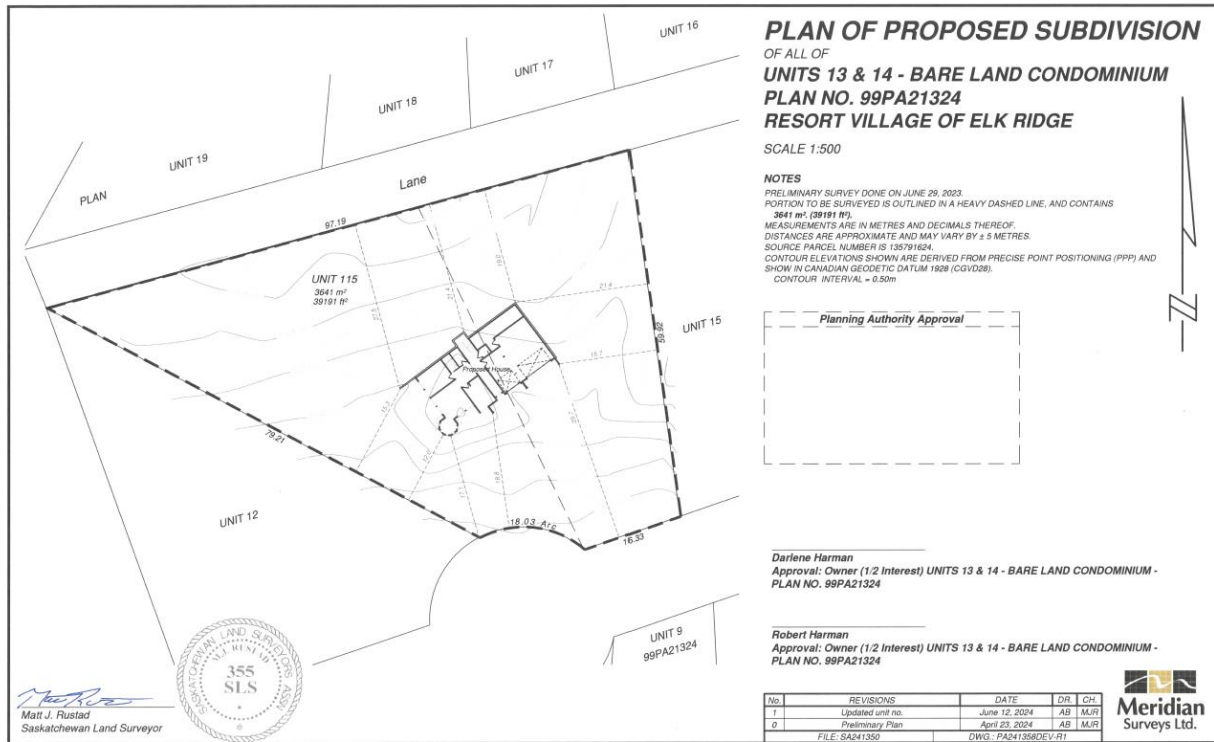
## RECOMMENDATION:

- All document has been received by Government Relations
- A motion is needed by Council to confirms that the Resort Village of Elk Ridge has met the outstanding eligibility requirements.

The Council of the Resort Village of Elk Ridge confirms that:

1. The 2022 Audited Financial Statements have been submitted to the Ministry
2. All members of council have filed and annually updated their Public Disclosure Statements, as required
3. The Resort Village is in good standing with respect to reporting and remittance of Education Property Taxes.
4. A Council Procedures Bylaw has been adopted.
5. A Employee Code of Conduct Bylaw has been adopted
6. The Resort Village of Elk Ridge does not run a Water Works system.

**Respectfully Submitted by: Michele Bonneau, CAO**



Good Afternoon,

Please see the attached Plan of Proposed Subdivision for the above mentioned file. As discussed yesterday, the unit number has been changed to Unit 115.

Thank you, we are looking forward to receipt of a Council Resolution indicating support of our approval of this subdivision.

Best,

**Derek J. Vangool**  
Government of Saskatchewan  
Planning Consultant  
Community Planning  
Ministry of Government Relations

978 - 122 3<sup>rd</sup> Avenue North  
Saskatoon, Saskatchewan S7K 2H6  
Bus: 306-933-6154  
Fax: 306-933-7720

**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

	Current	Year To Date	Budget	Variance	%
<b>REVENUES</b>					
<b>TAXATION</b>					
<b>Municipal Taxes</b>					
410-110-100 - General Municipal Levy			309,107.00	(309,107.00)	100.00-
410-120-100 - Abatements and Adjustments			(500.00)	500.00	100.00
410-130-100 - Discount on Municipal Tax - Property	(29.34)	(1,385.53)	(5,000.00)	3,614.47	72.29
	<u>(29.34)</u>	<u>(1,385.53)</u>	<u>303,607.00</u>	<u>(304,992.53)</u>	<u>100.46-</u>
<b>Penalties on Tax Arrears</b>					
410-400-110 - Penalty on Mun Taxes Current - Proper			1,500.00	(1,500.00)	100.00-
410-400-210 - Penalty on Mun Taxes Arrears - Proper	114.00	599.14	730.00	(130.86)	17.93-
	<u>114.00</u>	<u>599.14</u>	<u>2,230.00</u>	<u>(1,630.86)</u>	<u>73.13-</u>
<b>TOTAL TAXATION:</b>	<b>84.66</b>	<b>(786.39)</b>	<b>305,837.00</b>	<b>(306,623.39)</b>	<b>100.26-</b>
<b>FEES AND CHARGES</b>					
<b>Other</b>					
<b>Tax Certificate</b>					
420-800-100 - F&C - Tax Certificate		175.00	500.00	(325.00)	65.00-
	<u>0.00</u>	<u>175.00</u>	<u>500.00</u>	<u>(325.00)</u>	<u>65.00-</u>
	<u>0.00</u>	<u>175.00</u>	<u>500.00</u>	<u>(325.00)</u>	<u>65.00-</u>
<b>TOTAL FEES AND CHARGES:</b>	<b>0.00</b>	<b>175.00</b>	<b>500.00</b>	<b>(325.00)</b>	<b>65.00-</b>
<b>MAINTENANCE AND DEVELOPMENT CHARGES</b>					
<b>Development Charges</b>					
430-200-100 - M&D - Building/Development Permits	500.00		6,000.00	(6,000.00)	100.00-
	<u>500.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>(6,000.00)</u>	<u>100.00-</u>
<b>Public Reserve</b>					
430-400-100 - M & D - RV Park fees			23,600.00	(23,600.00)	100.00-
	<u>0.00</u>	<u>0.00</u>	<u>23,600.00</u>	<u>(23,600.00)</u>	<u>100.00-</u>
<b>TOTAL MAINTENANCE AND DEVELOPMENT</b>	<b>500.00</b>	<b>0.00</b>	<b>29,600.00</b>	<b>(29,600.00)</b>	<b>100.00-</b>
<b>UNCONDITIONAL TRANSFERS</b>					
<b>Unconditional Transfers</b>					
450-110-100 - Unconditional - (Revenue Sharing)			38,553.00	(38,553.00)	100.00-
	<u>0.00</u>	<u>0.00</u>	<u>38,553.00</u>	<u>(38,553.00)</u>	<u>100.00-</u>
<b>TOTAL UNCONDITIONAL TRANSFERS:</b>	<b>0.00</b>	<b>0.00</b>	<b>38,553.00</b>	<b>(38,553.00)</b>	<b>100.00-</b>
<b>CONDITIONAL GRANTS</b>					
<b>Local</b>					
450-400-100 - Conditional - Local - MMSW		448.35	2,000.00	(1,551.65)	77.58-
450-420-100 - Conditional - Local - SK Lot/Comm Gr	975.00	975.00	975.00		
	<u>975.00</u>	<u>1,423.35</u>	<u>2,975.00</u>	<u>(1,551.65)</u>	<u>52.16-</u>
<b>TOTAL CONDITIONAL GRANTS:</b>	<b>975.00</b>	<b>1,423.35</b>	<b>2,975.00</b>	<b>(1,551.65)</b>	<b>52.16-</b>

Report Date  
2024-06-17 2:20 PM

**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

Page 2

	Current	Year To Date	Budget	Variance	%
<b>INVESTMENT INCOME AND COMMISSIONS</b>					
Investment and Income Revenue					
470-100-100 - Interest Revenue			29,120.00	(29,120.00)	100.00-
	0.00	0.00	29,120.00	(29,120.00)	100.00-
<b>TOTAL INVESTMENT INCOME AND COMMIS</b>	<b>0.00</b>	<b>0.00</b>	<b>29,120.00</b>	<b>(29,120.00)</b>	<b>100.00-</b>
<b>OTHER REVENUES</b>					
Other Revenue					
480-900-900 - Miscellaneous Revenue	7,374.29	7,374.29		7,374.29	
	7,374.29	7,374.29	0.00	7,374.29	0.00
<b>TOTAL OTHER REVENUES:</b>	<b>7,374.29</b>	<b>7,374.29</b>	<b>0.00</b>	<b>7,374.29</b>	<b>0.00</b>
<b>TOTAL REVENUES:</b>	<b>8,933.95</b>	<b>8,186.25</b>	<b>406,585.00</b>	<b>(398,398.75)</b>	<b>97.99-</b>

**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

	Current	Year To Date	Budget	Variance	%
<b>EXPENDITURES</b>					
<b>GENERAL GOVERNMENT SERVICES</b>					
<b>Wages &amp; Benefits</b>					
<b>Wages</b>					
510-110-110 - GG - Council - Indemnity	1,700.00	6,050.00	16,000.00	9,950.00	62.19
	<b>1,700.00</b>	<b>6,050.00</b>	<b>16,000.00</b>	<b>9,950.00</b>	<b>62.19</b>
510-110-230 - GG - Wages - Administrator	2,277.49	11,561.44	45,000.00	33,438.56	74.31
510-110-530 - GG - Wages - Other			1,000.00	1,000.00	100.00
	<b>3,977.49</b>	<b>17,611.44</b>	<b>62,000.00</b>	<b>44,388.56</b>	<b>71.59</b>
<b>Benefits</b>					
510-130-230 - GG - Benefits - Group Insurance	51.82	51.82		(51.82)	
510-130-234 - GG - Benefits - Worker Compensation	668.69	668.69	400.00	(268.69)	67.17-
	<b>720.51</b>	<b>720.51</b>	<b>400.00</b>	<b>(320.51)</b>	<b>80.13-</b>
	<b>4,698.00</b>	<b>18,331.95</b>	<b>62,400.00</b>	<b>44,068.05</b>	<b>70.62</b>
<b>Professional/Contract Services</b>					
510-200-110 - GG - Cont. - Legal			5,000.00	5,000.00	100.00
510-200-130 - GG - Cont. - Audit/Accounting		3,856.20	9,000.00	5,143.80	57.15
510-200-150 - GG - Cont. - Assessment - SAMA		5,655.00	5,655.00		
510-200-170 - GG - Cont. - Advertising	148.56	148.56	1,000.00	851.44	85.14
510-200-190 - GG - Cont. - Office Rent	500.00	2,500.00	6,000.00	3,500.00	58.33
510-210-120 - GG - Cont. - Council - Mileage		80.30	1,500.00	1,419.70	94.65
510-210-140 - GG - Cont. - Council Hotel/Meals/Parki			3,500.00	3,500.00	100.00
510-210-150 - GG - Cont. - Council - Workshops/Mee			1,000.00	1,000.00	100.00
510-210-160 - GG - Cont. - Admin Mileage	303.96	388.28	1,000.00	611.72	61.17
510-210-170 - GG - Cont. - Admin Hotel/Meals/Parkin	524.04	524.04	1,000.00	475.96	47.60
510-210-180 - GG - Cont. - Admin Workshops/Conf F		300.00	1,500.00	1,200.00	80.00
510-230-100 - GG - Cont. - Insurance - General & Bor		2,139.00	2,500.00	361.00	14.44
510-240-100 - GG - Cont. - Memberships & Subscript	17.97	1,371.32	2,500.00	1,128.68	45.15
510-250-150 - GG - Cont. - Software/Hardware Contr	431.31	13,934.61	14,050.00	115.39	0.82
510-250-200 - GG - Cont. - Public Relations			2,000.00	2,000.00	100.00
510-260-100 - GG - Cont. - Tax Enforcement/Collectic			1,000.00	1,000.00	100.00
510-260-150 - GG - Cont. - Elections			2,500.00	2,500.00	100.00
510-280-100 - GG - Cont. - Printer Lease/Copies		207.60	1,200.00	992.40	82.70
510-280-150 - GG - Cont. - Mentoring	1,216.55	3,199.20	7,400.00	4,200.80	56.77
510-280-170 - GG - Cont. - Assessment Appeals		472.50	600.00	127.50	21.25
510-290-100 - GG - Cont. - Bank Charges	35.75	186.25	200.00	13.75	6.88
	<b>3,178.14</b>	<b>34,962.86</b>	<b>70,105.00</b>	<b>35,142.14</b>	<b>50.13</b>
<b>Utilities</b>					
510-300-140 - GG - Utility - Internet	12.37	75.35	200.00	124.65	62.33
510-300-141 - GG - Utility - Cell Phone	70.50	360.83	1,300.00	939.17	72.24
	<b>82.87</b>	<b>436.18</b>	<b>1,500.00</b>	<b>1,063.82</b>	<b>70.92</b>
<b>Maintenance, Material and Supplies</b>					
510-400-110 - GG - M&S - Postage	276.00	276.00	1,000.00	724.00	72.40
510-410-140 - GG - M&S - Office Supplies	88.37	161.69	3,000.00	2,838.31	94.61
	<b>364.37</b>	<b>437.69</b>	<b>4,000.00</b>	<b>3,562.31</b>	<b>89.06</b>
<b>Grants and Contributions</b>					
510-500-110 - GG - Grants and Contributions			1,000.00	1,000.00	100.00

**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

	Current	Year To Date	Budget	Variance	%
	0.00	0.00	1,000.00	1,000.00	100.00
<b>Other</b>					
510-900-110 - GG - Other	10.00	10.00	500.00	490.00	98.00
	10.00	10.00	500.00	490.00	98.00
<b>TOTAL GENERAL GOVERNMENT SERVICES</b>	<b>8,333.38</b>	<b>54,178.68</b>	<b>139,505.00</b>	<b>85,326.32</b>	<b>61.16</b>
<b>PROTECTIVE SERVICES</b>					
<b>POLICE PROTECTION</b>					
<b>Professional/Contractual Services</b>					
520-210-100 - PS - Police - RCMP Contract			5,500.00	5,500.00	100.00
	0.00	0.00	5,500.00	5,500.00	100.00
<b>Other</b>					
521-210-100 - PS - Security - Cameras Expenses			4,000.00	4,000.00	100.00
	0.00	0.00	4,000.00	4,000.00	100.00
<b>TOTAL POLICE PROTECTION:</b>	<b>0.00</b>	<b>0.00</b>	<b>9,500.00</b>	<b>9,500.00</b>	<b>100.00</b>
<b>FIRE PROTECTION</b>					
<b>Professional/Contractual Services</b>					
525-210-110 - PS - Fire - EMO Contracted Services			3,000.00	3,000.00	100.00
525-210-200 - PS Fire Contract Services			25,000.00	25,000.00	100.00
525-210-210 - PS Fire Dispatch Services			250.00	250.00	100.00
525-260-100 - PS - Fire - Contract Other		186.90		(186.90)	
	0.00	186.90	28,250.00	28,063.10	99.34
<b>TOTAL FIRE PROTECTION:</b>	<b>0.00</b>	<b>186.90</b>	<b>28,250.00</b>	<b>28,063.10</b>	<b>99.34</b>
<b>TOTAL PROTECTIVE SERVICES:</b>	<b>0.00</b>	<b>186.90</b>	<b>37,750.00</b>	<b>37,563.10</b>	<b>99.50</b>
<b>TRANSPORTATION SERVICES</b>					
<b>MAINTENANCE</b>					
<b>Professional/Contractual Services</b>					
530-210-110 - TS - Contract - Mowing			7,500.00	7,500.00	100.00
530-210-120 - TS - Contract - Street Sweeping	6,570.94	6,570.94	6,500.00	(70.94)	1.09-
530-210-130 - TS - Contract - Snow Removal	1,850.75	8,353.24	20,000.00	11,646.76	58.23
530-210-140 - TS - Contract - Line Painting			1,500.00	1,500.00	100.00
	<b>8,421.69</b>	<b>14,924.18</b>	<b>35,500.00</b>	<b>20,575.82</b>	<b>57.96</b>
<b>Utilities</b>					
530-300-110 - TS - Utility - Heat		433.01	1,500.00	1,066.99	71.13
530-300-120 - TS - Utility - Power		551.56	1,200.00	648.44	54.04
530-310-100 - TS - Utility - Power - Street Lights	848.64	4,245.15	12,000.00	7,754.85	64.62
	<b>848.64</b>	<b>5,229.72</b>	<b>14,700.00</b>	<b>9,470.28</b>	<b>64.42</b>
<b>Maintenance, Materials &amp; Supplies</b>					
530-470-100 - TS - M&S - Road/Street Signs			500.00	500.00	100.00
	0.00	0.00	500.00	500.00	100.00
<b>TOTAL MAINTENANCE:</b>	<b>9,270.33</b>	<b>20,153.90</b>	<b>50,700.00</b>	<b>30,546.10</b>	<b>60.25</b>
<b>CONSTRUCTION</b>					
<b>Capital Expenditures</b>					



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**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

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	Current	Year To Date	Budget	Variance	%
535-600-699 - TS-Const - Amort-Infrastructure			6,037.00	6,037.00	100.00
	0.00	0.00	6,037.00	6,037.00	100.00
<b>TOTAL CONSTRUCTION:</b>	<b>0.00</b>	<b>0.00</b>	<b>6,037.00</b>	<b>6,037.00</b>	<b>100.00</b>
<b>TOTAL TRANSPORTATION SERVICES:</b>	<b>9,270.33</b>	<b>20,153.90</b>	<b>56,737.00</b>	<b>36,583.10</b>	<b>64.48</b>
<b>ENVIRONMENTAL SERVICES</b>					
<b>Professional/Contractual Services</b>					
540-200-110 - EH&W - Cont - Waste Collection/Disp	608.93	2,039.29	10,000.00	7,960.71	79.61
540-200-120 - EH&W - Cont - Recycle Contract	1,163.30	2,882.10	12,000.00	9,117.90	75.98
540-210-300 - EH&W - Cont - Other Services	4,000.00	12,995.00		(12,995.00)	
540-210-310 - EH&W - Cont - Waste Bin Monitoring	175.00	875.00	2,100.00	1,225.00	58.33
540-230-100 - EH Memberships			450.00	450.00	100.00
	5,947.23	18,791.39	24,550.00	5,758.61	23.46
<b>TOTAL ENVIRONMENTAL SERVICES:</b>	<b>5,947.23</b>	<b>18,791.39</b>	<b>24,550.00</b>	<b>5,758.61</b>	<b>23.46</b>
<b>PLANNING AND DEVELOPMENT SERVICES</b>					
<b>Professional/Contractual Services</b>					
560-200-110 - P&D - Cont - Planning & Zoning			12,000.00	12,000.00	100.00
560-200-120 - P&D - Cont - Building Inspections			6,000.00	6,000.00	100.00
560-200-130 - P&D - Cont - Website Contract			1,000.00	1,000.00	100.00
560-250-100 - P&D - Cont - Development Appeals Ex			450.00	450.00	100.00
	0.00	0.00	19,450.00	19,450.00	100.00
<b>TOTAL PLANNING AND DEVELOPMENT SER</b>	<b>0.00</b>	<b>0.00</b>	<b>19,450.00</b>	<b>19,450.00</b>	<b>100.00</b>
<b>RECREATION AND CULTURAL SERVICES</b>					
<b>Professional/Contractual Services</b>					
570-290-100 - R&C - Cont - Library			2,200.00	2,200.00	100.00
	0.00	0.00	2,200.00	2,200.00	100.00
<b>Maintenance, Materials and Supplies</b>					
570-420-190 - R&C - M&S - Other Supplies			2,000.00	2,000.00	100.00
	0.00	0.00	2,000.00	2,000.00	100.00
<b>Grants and Contributions</b>					
570-500-120 - R&C - Grants - Community Rec Initiati			12,000.00	12,000.00	100.00
	0.00	0.00	12,000.00	12,000.00	100.00
<b>TOTAL RECREATION AND CULTURAL SERV</b>	<b>0.00</b>	<b>0.00</b>	<b>16,200.00</b>	<b>16,200.00</b>	<b>100.00</b>
<b>UTILITIES</b>					
<b>WATER</b>					
<b>Professional/Contractual Services</b>					
580-200-110 - UT - Water - Legal Fees	5,112.99	5,112.99	37,945.00	32,832.01	86.53
	5,112.99	5,112.99	37,945.00	32,832.01	86.53
<b>TOTAL WATER:</b>	<b>5,112.99</b>	<b>5,112.99</b>	<b>37,945.00</b>	<b>32,832.01</b>	<b>86.53</b>
<b>TOTAL UTILITIES:</b>	<b>5,112.99</b>	<b>5,112.99</b>	<b>37,945.00</b>	<b>32,832.01</b>	<b>86.53</b>

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**Resort Village of Elk Ridge**  
**Statement of Financial Activities - Detailed**  
For the Period Ending May 31, 2024

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	Current	Year To Date	Budget	Variance	%
<b>TOTAL EXPENDITURES:</b>	<b>28,663.93</b>	<b>98,423.86</b>	<b>332,137.00</b>	<b>233,713.14</b>	<b>70.37</b>
<b>CHANGE IN NET-FINANCIAL ASSETS</b>					
Revenues	8,933.95	8,186.25	406,585.00	(398,398.75)	97.99-
Expenditures	28,663.93	98,423.86	332,137.00	233,713.14	70.37
<b>CHANGE IN NET FINANCIAL ASSETS</b>	<b>(19,729.98)</b>	<b>(90,237.61)</b>	<b>74,448.00</b>	<b>(164,685.61)</b>	<b>221.21-</b>
<b>OPERATING SURPLUS/DEFICIT (Chg in Net Asst)</b>	<b>(19,729.98)</b>	<b>(90,237.61)</b>	<b>74,448.00</b>	<b>(164,685.61)</b>	<b>221.21-</b>
<b>Transfers</b>					
Transfers Out			(60,000.00)	60,000.00	100.00
<b>Total Transfers:</b>	<b>0.00</b>	<b>0.00</b>	<b>(60,000.00)</b>	<b>60,000.00</b>	<b>100.00</b>
<b>CHANGE IN GENERAL SURPLUS</b>	<b>(19,729.98)</b>	<b>(90,237.61)</b>	<b>14,448.00</b>	<b>(104,685.61)</b>	<b>724.57-</b>

<b>ACCOUNT BALANCES</b>	Current	Year to Date	Balance
<b>Cash and Investments</b>			
110-110-110 - Cash - On Hand - Petty Cash			2.72
110-110-120 - Cash - Bank - Operating	(11,612.51)	(57,022.37)	(73,120.37)
110-110-130 - Cash - Bank - Term Deposit			608,000.00
110-110-140 - Cash - Reserves			120,000.00
<b>Total Cash and Investments:</b>	<b>(11,612.51)</b>	<b>(57,022.37)</b>	<b>654,882.35</b>
<b>Municipal Taxes Receivable</b>			
110-200-100 - Municipal - Tax Receivable - Current	(1,438.91)	(26,620.26)	(30,433.85)
110-200-110 - Municipal - Tax Receivable - Arrears	(47.90)	(1,015.62)	(1,015.62)
110-200-300 - Municipal Fire Levy #1 - Current	(28.46)	(1,617.35)	(1,617.35)
110-200-310 - Municipal Fire Levy #1 - Arrears	(1.77)	(51.62)	(51.62)
<b>Total Municipal Taxes Receivable:</b>	<b>(1,517.04)</b>	<b>(29,304.85)</b>	<b>(33,118.44)</b>
<b>Other Receivables</b>			
110-210-100 - Sask Rivers SD #11 Taxes Receivable	(754.77)	(30,784.09)	(30,277.94)
110-300-100 - Due From Federal Gov't/Agency	(8,773.17)	(8,773.17)	3,404.45
110-340-110 - GST Receivable - 100% Rebate	1,128.18	3,361.75	3,361.75
<b>Total Other Receivables:</b>	<b>(8,399.76)</b>	<b>(36,195.51)</b>	<b>(23,511.74)</b>

Certified correct and in accordance with the records Presented to council on

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Administrator Name  
Administrator Title

\_\_\_\_\_  
Head of Council Name  
Head of Council Title

**Resort Village of Elk Ridge  
Payment Register**

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Bank Code: Bank1 - Main Demand

Payment #	Vendor	Date	Amount
<b>Computer Cheque</b>			
322	LAKELAND EXCAVATING SERVICE	2024-05-23	6,880.89
323	REV -	2024-05-23	0.00
324	M.R. APP & WEBSITE DEVELOPME	2024-05-23	124.15
325	Saskatchewan Workers' Compensatic	2024-05-23	668.69
326	GREENLAND WASTE DISPOSAL LT	2024-05-31	1,860.79
327	MINISTER OF FINANCE	2024-05-31	30.00
328	MLT AIKINS LLP	2024-05-31	1,668.96
Total for Computer Cheque:			11,233.48
<b>E-Transfer</b>			
2024-0037	ELK RIDGE RESORT	2024-05-09	525.00
2024-0038	Gary Provencher	2024-05-09	175.00
2024-0039	MUNICIPAL EMPLOYEES PENSION	2024-05-09	915.38
2024-0040	MUNISOFT	2024-05-09	415.14
2024-0041	PENTElsa	2024-05-09	4,200.00
2024-0042	LAKELAND EXCAVATING SERVICE	2024-05-23	1,942.88
2024-0043	NICOLE LERAT	2024-05-23	1,277.38
2024-0044	BONNEAU, MICHELE	2024-05-31	339.96
2024-0045	CANADA REVENUE AGENCY	2024-05-31	689.55
2024-0046	MINISTRY OF FINANCE	2024-05-31	887.91
Total for E-Transfer:			11,368.20
<b>Online Banking</b>			
2024-0022	AFFINITY MASTERCARD	2024-05-23	420.08
2024-0023	SUMA Group Benefits	2024-05-23	602.97
2024-0024	Sasktel	2024-05-23	12.99
2024-0025	AFFINITY MASTERCARD	2024-05-31	529.92
2024-0026	Saskpower	2024-05-31	888.37
Total for Online Banking:			2,454.33
Total for Bank1:			<u>25,056.01</u>

Payments Printed: 22

**May 31, 2024**

<b>Affinity Bank Balance</b>	
As of May 31, 2024	\$ 49,965.66
<b>Add:</b>	
Outstanding Deposits:	\$ 8,349.29
Outstanding E-transfers	
<b>Less:</b>	
Outstanding Cheques (See attached)	\$ 11,435.32
Reserve Transfers not Transferred Yet	\$ 120,000.00
<b>Reconciled Balance</b>	<b>-\$ 73,120.37</b>
<b>General Ledger Bank Balance at Month End (110-110-120)</b>	<b>-\$ 73,120.37</b>
	\$ -

<b>List of Outstanding Cheques</b>	
323 MLT Aikins	3,682.98
324 M.R. App & Website	\$ 124.15
325 Worker's Compensation	\$ 668.69
326 Greenland Waste	\$ 1,860.79
327 Minister of Finance	\$ 30.00
328 MLT Aikins	\$ 1,668.96
M.Bonneau	\$ 339.96
CRA	\$ 689.55
Minister of Finance	\$ 887.91
Affinity Mastercard	\$ 529.92
SaskPower	\$ 888.37
Pay Period 10 shortage	\$ 64.04
<b>Total Outstanding Cheques</b>	<b>\$ 11,435.32</b>

<b>Entries Needed</b>		<b>DR</b>	<b>CR</b>
1	Bank Charges	35.75	
	Bank		35.75
	<b>Record May Bank Charges</b>		



## RESORT VILLAGE OF ELK RIDGE

### BYLAW NO. 2024-07

#### A BYLAW TO MANAGE WATERWORKS AND SEWAGE WORKS

##### PART I GENERAL MATTERS

###### 16) SHORT TITLE

- a) This bylaw may be cited as the “Water and Sewer Utility Bylaw”.

###### 17) PURPOSE

- a) The purpose of this Bylaw is to establish and regulate the supply, collection, treatment, storage and distribution of water, and to set terms and guidelines for the provision of utility water and sewage services.

###### 18) DEFINITIONS

In this Bylaw, in any amending Bylaws, and in any schedule attached hereto, the following words and terms shall have the following meaning:

- a) **Administrator or Chief Administrative Officer (“CAO”)** means the Chief Administrative Officer of the Resort Village of Elk Ridge.
- b) **Administration** means the office of the Chief Administrative Officer and all reporting departments of the Resort Village.
- c) **Account or “utility account”** means the information used by the Resort Village for the purpose of billing.
- d) **Collection system** means a system of pipes, conduits, drains, sewage mains, manholes and appurtenances used for collecting and conveying sewage from a sanitary sewer service connection but excludes service lines.
- e) **Council** means the Council of the Resort Village of Elk Ridge
- f) **Consumer or consumers** means the legal owner(s) of a premises to whom the waterworks and/or sewage works services are connected and supplied and is the holder of a utility account with the Resort Village.
- g) **Curb stop** means the Resort Village’s shut-off valve for water or sewer to the premises.
- h) **Distribution system** means that portion of a waterworks, including water pipes, water mains, storage reservoirs, valves, hydrants and associated components, that is designed or used to convey water for human consumptive use or hygienic use to a service connection, but excludes service lines.
- i) **Grantee** means the person who extends and maintains water service lines and/or sanitary sewer service lines under the property owner and has permission by the property owner to access the property for the purpose of executing its responsibilities.

- j) **Grinder pump** means a household or communal low pressure sewage pumping unit of type Environment One Corporation 2000 series, Model #201061 or most recent model of the same type.
- k) **Improvement** means any visible structure of a permanent nature, constructed or placed upon, in or over land.
- l) **Landlord** means the owner or owners of a property in the Resort Village that rents to a tenant.
- m) **Resort Village** means The Resort Village of Elk Ridge.
- n) **Water meter** means a water meter and meter reader supplied by the Resort Village.
- o) **Occupant** means the owner, tenant or person who has permitted use of a residential, multi-unit residential or commercial and industrial property;
- p) **Owner** means the registered owner of a property or the purchaser who is entitled to occupy and use the property.
- q) **Person** means an individual, partnership, association, corporate body, trustee, executor, administrator, consumer or agent.
- r) **Premises** means the land and buildings connected to water or sewage services from the Resort Village.
- s) **Public Works and Utilities** means the Resort Village Public Works and Utilities department and its associated staff.
- t) **Service connection** means the lateral pipe and all apparatus that connects a Resort Village water main or sewage main to a premise.
- u) **Service line** means the portion of the potable water or sanitary sewage service connection from a consumer's property line to the household or building or other point of use.
- v) **Sewage works** means the any municipal sewage system or sewage sub-system designed for the collection, storage, transmission, treatment or disposal of sewage.
- w) **Waterworks** means municipal waterworks system or any waterworks sub-system that is designed to supply, collect, treat, store or distribute water that is intended or actually used for human consumption or hygiene, regardless of whether any other uses have been made of that water.
- x) **Water supply** means ground water obtained from a municipal well for the purpose of human consumption and hygiene.

**19) ESTABLISHMENT OF WATERWORKS AND SEWAGE WORKS SERVICE**

- a) The Resort Village of Elk Ridge Waterworks and Sewage Works services are hereby established.

**20) RESPONSIBILITIES**

- a) The Resort Village owns, operates and maintains, at its own expense, all permits, licenses, facilities, systems, pumping stations, components, apparatus, basins, and equipment associated with the water supply, water treatment, water distribution, as well as sanitary sewage collection and sewage treatment.
- b) When practicable and feasible, the Resort Village shall provide notice of any potential disruptions to any water or sewer service for the purpose of performing maintenance, repairs, alternations, or improvements on any of its waterworks or sewage works.

- c) Every owner or consumer, as the case may be, shall be responsible for abiding by these Bylaws and the Terms and Conditions Policy outlined in Schedule "A".

## **21) GENERAL AUTHORITY**

- a) Council has overall control and authority over Public Works and Utilities, and its policies and rates.
- b) All Resort Village waterworks and sewage works facilities, systems and sub-systems shall be under the management and stewardship of the Public Works and Utilities.
- c) Public Works and Utilities reports to the Chief Administration Officer.

## **22) UTILITY ALTERATIONS AND REPAIRS**

- a) When making alternations, improvements or repairs to any part of the wells, water works or sewage works, or connecting or repairing service connections, the Resort Village shall have the right to shut off a service from any consumer without notice and keep it shut-off as long as may be necessary to enable the work to be completed.
- b) The Resort Village or its employees shall not be liable for any damage resulting from the disruption of water service to any consumer, with or without notice.
- c) Should maintenance or repairs to the Resort Village distribution system, collection system, service connection or curb-stop reside on or under private property, the Resort Village shall diligently and expeditiously complete the work and restore any disturbed ground as far as possible to its former condition, provided that it shall not be the duty of the Resort Village to restore any structure or improvement, whatsoever type or nature erected over or within 10 meters of such work, or pay or compensate the property owner or any third-party for damage or restoration of any structure or improvement.

## **23) PROHIBITIONS**

- a) No account can be transferred without a completed and approved application form found in Schedule "A".
- b) No person other than an employee of the Public Works and Utilities department shall turn on water to any premises, or open a curb stop.
- c) No person shall turn on water or sewer service that has been turned off for any purpose, unless authorized to do so by the Public Works and Utilities Department.
- d) No person other than an employee of the Public Works and Utilities department shall open a service connection valve from any premises into the sewage collection system.
- e) No person other than an employee of Public Works and Utilities or members of the Fire Department, shall open, close or interfere with any hydrant, gate or valve connection.
- f) No person other than Public Works and Utilities shall interfere with any installed water meter.
- g) No person other than Public Works and Utilities shall approve or make any connection whatsoever with any of the Resort Village pipes, sewage lift stations or mains.
- h) No person shall alter, relocate, repair or make any connection to any portion of the Resort Village's waterworks and sewage system without having obtained expressed written permission from Public Work and Utilities.

- i) No extension of water mains or sewer mains shall be constructed unless such construction is authorized by Council.
- j) No new service connections shall be constructed or installed unless authorized by Council.
- k) No person shall install a bypass line around a water meter or between a service connection and a water meter or a service line and a water meter.
- l) The number of RV Sites shall not exceed the number of intended recreational vehicles or service hook-ups described by the applicant in their original application.
- m) No person shall interconnect with the potable water system any appliance, device or system which could back flow into the Resort Village water system without installing proper back flow, anti-siphon, airlock or other devices that have written approval by Public Works and Utilities.
- n) Any interconnection between stormwater systems and sewage collection systems is prohibited.
- o) Construction of private wells, private water systems and private sanitary sewage systems is prohibited unless authorized by Council.

**24) VIOLATIONS AND PENALTIES**

- a) Any person who contravenes any of the provisions of this Bylaw or fails to comply therewith or with any notice given thereunder is considered guilty of an offence and is liable to the penalties as hereinafter provided. Said penalties shall be listed in Section 44 of this Bylaw which may be amended from time to time.
- b) Where any person has or is alleged to have been in contravention of any of the provisions of this Bylaw, a ticket, summons, or notice may be served upon them. Such person may voluntarily make a payment of the Penalty Sum as set out in Section 44 of this Bylaw 2024-07 within (10) ten calendar days from the date of issuance.
- c) If payment is not received within (60) sixty days from the issue date, a summons may be issued. If payment is made within such time and accepted, then that person shall not be liable to further prosecution of the offence.
- d) Where any person has been served a ticket, summons, or notice in contravention of any of the provisions of this Bylaw, such person shall maintain a twelve—month clear period from the date of the last occurrence before such time where a First Offence Penalty Sum will be reinstated.
- e) If a provision of this Bylaw conflicts with the provision of any other applicable Resort Village Bylaw, the provision that establishes the higher or more restrictive standard to protect the health, safety, welfare, peace, and comfort enjoyed by the inhabitants of the Resort Village shall prevail.
- f) If a provision of this Bylaw conflicts with the provisions of any legislation, then the legislation shall prevail.
- g) This Bylaw shall not be construed to reduce or mitigate any restrictions or regulations lawfully imposed by the Resort Village by any government authority having jurisdiction to make such restrictions or regulations.



**PART II**  
**STARTING AND DISCONTINUING WATER AND SEWER SERVICES**

**25) APPLICATION PROCEDURES FOR STARTING A SERVICE AND OPENING AN ACCOUNT**

- a) All new owners, including persons who are taking over premises where water has been previously used by another consumer, are required to complete and execute an application form provided by the Resort Village (Schedule "A").
- b) The completed Schedule "A" application form shall be sent by the applicant to Public Works and Utilities a minimum of 14 days prior to requiring waterworks and/or sewage works services.
- c) The completed application referred to in sub-section 10(a), when accepted by the Public Works and Utilities shall be a contract between the applicant and the Resort Village for the supply of water and/or discharge of sewage. All applicants shall be required to comply with all sections of the Water and Sewer Utility Bylaw and the Terms and Condition Policy.
- d) All owners and consumers shall be required to comply with all sections of the Water and Sewer Utility Bylaw and the Terms and Condition Policy.

**26) ACCOUNTS NOT TRANSFERRABLE TO RENTERS AND GUESTS**

- a) Utility accounts are not transferable between landlords, their agents or tenants.
- b) Landlords are responsible for ensuring renters comply with these Bylaws and the Utility Terms and Conditions Policy.
- c) Consumers are responsible for ensuring accurate and timely transmission and communication of Utility information and notices to their respective agents, renters, guests, customers, or visitors, as may be applicable.

**27) SEASONAL SERVICE**

- a) Consumers are responsible for ensuring adequate protection of service connections, service lines, meters and curb stops, during seasonal shutdowns.
- b) Repairs made to Resort Village service connections, curb-stops or meters as a result of damage caused by inadequate consumer seasonal shutdown procedures or protections, will be expensed to the consumer.
- c) Seasonal services shall not be excluded from any service fees.

**PART III**  
**WATER AND SEWER SERVICE CONNECTIONS**

**28) RESORT VILLAGE'S AUTHORITY TO REQUIRE SERVICE CONNECTIONS**

- a) Nothing in this Bylaw shall preclude or undermine the authority of the Resort Village to require owners of property to connect the property with the municipal systems of sanitary sewers, storm

sewers and waterworks in accordance with the provisions of The Local Improvements Act, 1993, which may be amended from time to time, or any other relevant legislation providing similar authority.

- b) Where the Resort Village requires property owners to connect property with the municipal systems of sanitary sewers and waterworks, the provisions of this Bylaw shall apply.

**29) OWNERSHIP: SERVICE CONNECTIONS, CURB STOPS AND SERVICE LINES**

- a) The Resort Village owns and maintains, at own expense, the water service connection from the water main to the consumer's property line.
- b) The Resort Village owns and maintains, at its own expense, the sewer service connection from the sewage main to the consumer's property line.
- c) The Resort Village owns and maintains the curb-stop, at its own expense.
- d) The consumer or Grantee, as applicable, owns and maintains the water service line, at its own expense.
- e) The consumer or Grantee, as applicable, owns and maintains the sewer service line, at its own expense.

**30) CONSTRUCTION, ALTERATION OR RELOCATION OF WATER AND SEWER SERVICE CONNECTIONS**

- a) Any person who wishes to construct, alter or relocate any service connection is required to complete and execute an application form provided by the Resort Village (Schedule "A").
- b) The Resort Village shall determine the number and type of service connections at its own discretion.
- c) If the Consumer obtains written approval from Public Works and Utilities, the Consumer shall pay the entire cost to affect the construction, relocation or alteration of a service connection or curb stop, including any costs incurred by the Resort Village.

**31) DAMAGE TO RESORT VILLAGE WATERWORKS OR SEWAGE WORKS**

- a) The property owner shall be responsible for the cost of repair or replacement of any part of the municipal waterworks or sewage works systems, components, equipment, facilities, or apparatus curb stop that has been determined by the Resort Village as being damaged or partially damaged through any act of negligence or misuse of such property owner or any person renting or occupying such property.

**32) CONSTRUCTION OF SERVICE LINES**

- a) All owners who require to construct and install a new service line are required to complete and execute an application form provided at Schedule "A".
- b) Every service connection and service line constructed or installed pursuant to this Bylaw, including pipes, fittings, curb stops, and control valves shall be inspected by Public Works and Utilities.
- c) Service lines shall be constructed at minimum depth of cover of 3.0 meters below finished grade, except near a foundation wall for which the depth shall be a minimum of 2.25 meters or depth approved in writing by Public Works and Utilities.

**33) EXCAVATIONS FOR CONSTRUCTION OF SERVICE CONNECTIONS AND SERVICE LINES**

- a) All persons performing an excavation must ensure that all provincial legislative requirements for ground disturbance are being followed.
- b) No person, having constructed or installed a service connection or service line pursuant to this Bylaw, shall backfill any excavation containing such service connection or service line prior to inspection by Public Works and Utilities.
- c) The Resort Village may discontinue the water or sewage service to any property where the trench or excavation containing the service connection was closed in prior to inspection by Public Works and Utilities.

**34) DISCONNECTION OF SERVICES AND CLOSURE OF ACCOUNTS**

- a) Consumers may discontinue and terminate their account for water or sewer services upon giving 14 days' written notice of the property transfer date, to Public Work and Utilities.
- b) Upon receiving notice a final meter reading will be made on the transfer date, and the account will be billed for the amount due at discontinuance, and the account will be closed after receiving payment.
- c) The Resort Village is not responsible for any charges incurred by the consumer related to their failure to meet the requirements of notice or accuracy of information provided in the notice.

**35) CHANGES IN ACCOUNT INFORMATION**

- a) Application Fees shall be applied to any changes in consumer account information.

**PART IV  
WATER SERVICES**

**36) FEES, RATES AND CHARGES FOR WATER SERVICE**

- a) All persons with a service connection to, or any other person receiving water from, the Resort Villages waterworks shall pay the service connection fees, water consumption fees and other charges calculated pursuant to Part VI of this Bylaw.

**37) WATER METER, CURB STOPS AND OTHER WATER SERVICE REQUIREMENTS**

- a) Unless specifically approved for unmetered service by Public Works and Utilities, all water supplied to consumers from the Resort Village waterworks shall be measured by a water meter supplied and approved by Public Works and Utilities.
- b) Public Works and Utilities shall determine, at their own discretion, the appropriate size, type and location of water meter required for each property.
- c) The Resort Village may enter the premises of any consumer at any reasonable time with or without notice for the purpose of installation, repair or replacement of meters, examination of plumbing and fixtures, or ascertaining the quantity of water used and the manner of use.
- d) Consumers desiring additional service connections, including water-only service connections, or larger water meters may make application to Public Works and Utilities and, if approved, such additional service connections or larger water meters may be installed, with all costs to be borne by the applicant.

- e) Curb stops shall be installed so that the top of the curb stop is no lower than 3-inches below finished grade, which shall be maintained by the consumer or owner at their own expense.
- f) Owners shall not impede access to the curb stop in any way.
- g) Owners, at their own expense, shall protect the curb stop by installing a valve box or curb sleeve made of steel, iron or composite material, and any other protection apparatus approved by Public Works and Utilities.
- h) The top of the cover of the valve box or curb sleeve box shall be placed at the finished grade of the land, street, or road.
- i) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.

**38) CROSS CONNECTION CONTROL**

- a) No person shall connect anything to the water system which may cause the service to be contaminated or polluted.
- b) All consumers shall install back-flow prevention devices in accordance with the National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan.

**39) OWNERSHIP, CONTROL AND MAINTENANCE OF WATER METERS**

- a) All water meters installed on private property are owned by the Resort Village.
- b) No person shall tamper with, alter, remove or disconnect a water meter installed on private property pursuant to this Bylaw.
- c) The Resort Village shall maintain, repair and, if necessary, replace water meters at its own cost provided that Public Works and Utilities has determined that a water meter has not been tampered with or damaged outside of normal wear and tear.
- d) The consumer shall be responsible for the cost of repair or replacement of any water meter that has been determined by Public Works and Utilities as being damaged or partially damaged through any act of negligence or misuse by the property owner or any third-party. This is inclusive of meter freeze-up.
- e) Failure to install a water meter on any service line shall result in disconnection of the water service.
- f) Every consumer, shall be responsible for:
  - i) ensuring safe, convenient and reasonable access to water meters installed on private property and the premises in which such meters are located.
  - ii) ensuring that all water meters installed on private property are insulated from the cold and protected from damage by any cause.

**40) FAILURE OF METER TO REGISTER**

- a) Water meters shall be read at times established by the Resort Village.
- b) If a meter has failed to register during any portion of the preceding quarter, the amount of water consumption for the quarter shall be estimated to be the same as that of the previous quarter in which the water meter was registered, or the same as that of the corresponding quarter in the

preceding year, whichever may be more beneficial to the consumer.

- c) In the instance of a discrepancy between a meter reading device and a meter, the meter shall be the official reading.

#### **41) TESTING AND MALFUNCTION OF WATER METERS**

- a) The consumer or occupant of a building may request that the Resort Village test the water meter equipment located on its premises.
- b) The consumers will be responsible for the cost of testing if the water meter is found to be measuring in accordance with accepted standards and specifications. The fee for the test shall be set in accordance with Schedule "C" as may be amended from time to time.
- c) The consumer or occupant shall immediately notify the Resort Village when it is discovered that a water meter is not operating, or if the water meter becomes damaged or broken, or any water service connection, service line or water metering equipment has been broken.

### **PART V SANITARY SEWAGE SERVICES**

#### **42) FEES, RATES AND CHARGES FOR SEWAGE SERVICES**

- a) All persons with a service connection to the Resort Village's sewage works shall pay the service connection fees, water consumption fees and other charges calculated pursuant to Part VI of this Bylaw.

#### **43) SEWAGE SERVICE CONNECTION REQUIREMENTS**

- a) Sewage service connections shall be installed as a gravity drainage system or grinder pump system.
- b) No person shall construct or maintain any privy, septic tank, cesspool, or any other facility intended for the disposal of sewage without the approval of Council.

#### **44) BACKFLOW PREVENTOR REQUIREMENTS**

- a) All premises with a service connection to the Resort Village sewage works shall install and maintain, at their own expense, a backflow prevention device to prevent water or sewage from backing-up from the sewage collection system and potentially flooding the basement or any other portion of the property or any other property.
- b) Back-flow prevention devices shall be installed in accordance with The National Plumbing Code of Canada, 2005, The Public Health Act of Saskatchewan and The Plumbing and Drainage Regulations and CAN/CSA – B64.10.01 – Manual for the Selection and Installation of Backflow Prevention Devices as may be amended from time to time.

#### **45) GRINDER PUMP REQUIREMENTS**

- a) Premises constructed without a gravity drainage service connection to the Resort Village's sewage collection system must install and maintain a grinder pump unit.
- b) Grinder pump service line and service connection pipes shall be constructed of 1.25 inches (32mm) and of type High-Density Polyethylene ("HDPE").
- c) All grinder pump service connections shall be installed and maintained with 1.25-inch curb-stops.

- d) Owners shall not impede access to a curb stop or sewer manhole in any way.
- e) Owners shall implement reasonable measures to protect the curb stop from abnormal wear and tear, freezing, misuse or accidental damage. Acceptable methods for protection include installing, at surface grade, valve boxes or curb sleeves made of steel, iron or composite material, and any other mitigation approved by Public Works and Utilities.
- f) Owners shall be responsible for reimbursement of any expenses incurred by the Resort Village to repair damaged curb stops, including the thawing of frozen service lines and valves.
- g) Consumers that installed a Barnes Eone replacement model series grinder pump unit, model OGP2022C, prior to August 1, 2016, can continue to operate with that Barnes grinder pump system or latest equivalent model equivalent.

**46) GRINDER PUMP OWNERSHIP AND SEWAGE LINE SUPPLIES**

- a) Consumers or Condominium Corporations, as the case may be, own their grinder pump unit(s) and are responsible for the installation, maintenance, repair, refurbishment, and disposal of the unit(s) at their own expense.
- b) The Resort Village is responsible for maintaining a supply of grinder pumps and 1.25-inch HDPE pipe.
- c) Consumers, Condo Corporations or their agents may procure a 1.25-inch HDPE pipe, a grinder pump installation kit, or a replacement grinder pump by submitting a procurement request to the Utilities department.
- d) Grinder pump kits, replacement units and materials supplied by the Resort Village will be expensed to the consumer at a cost prescribed at Schedule "C".

**47) CONTAMINATION PREVENTION REQUIREMENTS**

- a) No applicant shall place, deposit, discharge or suffer a permit or cause to be placed, deposited or discharged into a fixture, building drain, sanitary sewer connection or the Sewage Works System any of the following:
  - i) Any substance designated as a "hazardous substance" within the meaning of The Hazardous Substances and Waste Dangerous Goods Regulations, R.R.S., c.E-10.2 Reg 3.
  - ii) a liquid or vapor having a temperature greater than 65° Centigrade, excepting boiler blow down.
  - iii) gasoline, benzene, naphtha, fuel oil, paint, solvent, or any flammable or explosive liquid, solid or gas.
  - iv) garbage excluding shredded organic matter through a residential household kitchen garburator unit.
  - v) ashes, cinders, grit, sand, stone, cloth, clothing, plastic bags or plastic sheeting or any other solid or viscous substance.
  - vi) animal or fish oils, fat or flesh, feathers, eggshells, or any noxious or malodorous substances capable of creating a public nuisance in or damage to the sewage works or hazard to the health of personnel carrying out duties in relation to the sewage works.
  - vii) wastes having a pH lower than 5.5 or higher than 9.5.

- viii) storm water including, and not to limit the generality of the foregoing, surface water and roof drainage from the surface of a development or roof of any building.

#### 48) REMOVAL OF OBSTRUCTIONS OR CONTAMINENTS

- a) In case of any blockage of the service connection, collection system or contamination of the sewage works cause by reason of neglect, omission, or failure to strictly comply with this Bylaw, the owner or consumer shall, in addition to penalty of infraction, shall be responsible for reimbursing the Resort Village for all costs of inspection, clearing or removal of such blockage or contaminant and other account for which the Resort Village may be held legally liable for because of such blockage or contaminant.
- b) The expense incidental to the removing of an obstruction or contaminant from a sewer service connection or service line and the thawing out of a frozen water service connection or service line from the water main to the premise, shall be borne solely by the consumer.

### PART VI UTILITY FEES AND BILLING

#### 49) DEFINITIONS, re: UTILITY FEES AND BILLING

In this Part and in and in any schedule referred to in this Part the following words and terms shall have the following meaning:

- a) **Bulk water distribution** means that potable water is directly provided from the Resort Village water treatment facility or distribution system to a consumer or bulk water container or third-party hauling service who has been contracted by the consumer.
- b) **Dwelling Unit** means one or more habitable rooms constituting a self-contained unit and used or intended to be used together for living and sleeping purposes by one or more persons.
- c) **Residential Unit** means a single-detached or semi-detached building with independent dwelling units that are serviced by either a ½, 5/8 inch or ¾ inch meter. Includes mobile home units.
- d) **Multi-Unit Residential** is a building with two or more live-in units each unit separated from other units by common walls and doors, share common areas and facilities, and is serviced by a 2-inch meter.
- e) **Commercial Unit** is a facility serviced by either 5/8, 2-inch or 3-inch meter. They include but are not limited to buildings used for commercial, merchandising, business or delivery of community services or public services.
- f) **Account in Arrears** means the water or sewage service had been turned back on after a period of shutdown by the Resort Village due to failure of the consumer to pay owed monies or provide a timely response to notice from the Resort Village.
- g) **RV Park** means a seasonally occupied recreational vehicle camp area dedicated for use by one or more recreational vehicles and serviced by one service connection and one Resort Village meter.
- h) **RV Site** means a single vehicle location or parking pad within the RV Park that is or can be hooked-up to the Resort Village water distribution system or sewage collection system.

**50) ANNUAL FEES, RATES AND CHARGES FOR WATER AND/OR SEWER SERVICE**

- a) Consumers with a service connection to the Resort Village’s water system and sewage system shall pay annual base fees based on the type and size of service connection calculated and prescribed at Schedule “B”.
- b) Consumers with a service connection to the Resort Village’s water system and sewage system shall pay volumetric consumption fees based on the type and size of service connection calculated and prescribed at Schedule “B”.
- c) The annual base fee shall always be billable. No exemptions will be given for seasonal, temporary or extended shutdowns.
- d) Consumers with water-only service connections shall not be subject to sewerage fees calculated prescribed at Schedule “B”.
- e) All facilities owned and operated by the Resort Village with service connections to the Resort Village water system and sewer system shall not be subject to the annual or volumetric fees prescribed at Schedule “B”.
- f) Application Fees shall be applied to any changes in consumer account information as prescribed at Schedule “B”.

**51) BILLING OF ANNUAL BASE FEES AND VOLUMETRIC CONSUMPTION**

- a) Meter readings shall be performed at the discretion of the Resort Village.
- b) Meter readings shall be measured in units of cubic meters or imperials gallons, at the discretion of the Resort Village. (depending on the type of meter)
- c) Annual Base Fees shall be divided into four-equal quarterly payments and Volumetric Fees shall be billed based on estimated or actual consumption during that same quarterly period.
- d) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, a one-time, non-recurring billing of ¼ portion of the Annual Base Fee and Volumetric Fees for water and sewer services will be calculated between August 1 to October 31, 2024, and will be billed on October 31, 2024.
- e) As a result of the Resort Village assuming custody and control of utility operations on November 1, 2024, a one-time, non-recurring billing of 1/6 portion of the Annual Base Fee and Volumetric Fees for water and sewer services will be calculated between November 1 to December 31, 2024, and will be billed on December 31, 2024.
- f) As of January 1, 2025, the Annual Base Fees in Schedule “B” shall be divided into four equal payments and billed in four times a calendar year, as per the following invoicing schedule:
  - i) March 31;
  - ii) June 30<sup>th</sup>;
  - iii) September 30<sup>th</sup>; and
  - iv) December 31<sup>st</sup>.
- g) As of January 1, 2025, the Volumetric Fees in Schedule “B” shall be billed calculated and billed four times a calendar year, as per the following invoicing schedule:



- i) March 31;
- ii) June 30<sup>th</sup>;
- iii) September 30<sup>th</sup>; and
- iv) December 31<sup>st</sup>.

**52) BILLING OF OTHER SERVICE FEES**

- a) All service fees, other than the Annual Base Fee and Volumetric consumption fees, shall be billable in same month that the service was incurred by the owner or consumer.
- b) Other common service fees, other than Annual Base Fee and Volumetric consumption fees, are prescribed on Schedule "C".

**53) PAYMENT TERMS**

- a) All invoices shall be due for payment to the Resort Village within 30 days of the date posted on the invoice.
- b) All manners for which a payment can be made to the Resort Village shall be provided in the body of the invoice and/or in the correspondence email or letter containing the invoice or the letter serving as "notice".
- c) After 30 days, persons with unpaid invoices shall receive notice of overdue payment.
- d) After 60 days, persons will receive second notice and shall incur a late payment charge of 3% compounded every 30 days. (APR of approximately 42.58%)
- e) If a cheque is returned as "non-sufficient funds", the person will be billed an additional administrative fee of \$60.00.

**54) DISPUTED INVOICES**

- a) Disputed charges must be clearly outlined in writing and sent to the Chief Administrative Officer of the Resort Village.
- b) If the Chief Administrative Officer's response to the dispute is unsatisfactory, then the matter of dispute could be escalated for Council's consideration.
- c) Councils' decision on a dispute is final.
- d) Any overdue payment fees on a disputed charge shall also be payable, except in the instance where the dispute has been ruled in favour of the consumer or owner or person.

**55) ENFORCEMENT OF PAYMENT**

- a) The payment of any penalties, deposits, fees, charges or violations, pursuant to this Bylaw, may be enforced by all or any of the following methods:
  - i) by written Notice;
  - ii) by action in any court of competent jurisdiction;
  - iii) by sending amount owing to collections;
  - iv) by shutting down the water service;
- b) All amounts of owing imposed under this Bylaw are a preferential lien and charge on personal

property of the debtor and may be levied and collected as municipal rates and taxes are recoverable.

## **PART VII MISCELLANEOUS**

### **56) WATER CONSERVATION STRATEGIES**

- a) Where, in the opinion of Council, restrictions on the supply, use or consumption of water from the Resort Village waterworks are required, the Council may, by resolution, impose such restrictions on the supply, use or consumption and for such period of time as may be deemed appropriate.
- b) During any period during which Council has imposed restrictions on the use or consumption of water pursuant to subsection 32(a), no person shall use or consume water contrary to such restrictions.
- c) The Chief Administration Officer may order the discontinuance of the supply of water to any property where a property owner or consumer, as the case may be, has refused or failed to comply with the restrictions imposed by Council.

### **57) COMPLIANCE WITH OTHER LEGISLATION**

- a) Nothing contained within this Bylaw relieves any person from complying with any provision of any Federal or Provincial Legislation or any other Bylaw of the Resort Village.
- b) No statement contained in this Bylaw shall be construed to interfere with any additional requirements that may be imposed by the Ministry of Environment, Technical Safety Authority of Saskatchewan, Saskatchewan Public Health Authority or Water Security Agency.

### **58) LIABILITY FOR DAMAGES**

- a) The Resort Village is not liable for damages:
  - i) caused by the breaking, plugging or stoppage of any sanitary sewer main;
  - ii) caused by the interference with the supply of any water service or sewer necessary in connection with the repair or proper maintenance of water or sewer;
  - iii) for any accident due to the operation of the sewage works unless such accident is shown to be directly due to the negligence of Resort Village or its employees.

### **59) PENALTIES**

- a) Any person or persons tampering with or interfering with or in any way injuring any part of the Resort Village waterworks or sewage works, or disconnecting or reconnecting any service or doing anything to break, suspend, divert, obtain the unlawful use of or waste water supplied by the Resort Village or interfering in any manner with the operation and distribution thereof, except under and with the permission in writing from Public Works and Utilities is guilty of an offence and is liable to a fine not exceeding Five Hundred Dollars (\$500.00) per violation, which is due in thirty (30) days. What about repair costs?



**SCHEDULE "A"**  
**BYLAW NO. 2024-07, WATER AND SEWER UTILITY BYLAW**



**Resort Village of Elk Ridge**  
P.O. Box 171  
Waskesiu Lake, SK  
S0J 2Y0  
1-306-940-9052  
[infoelkridge@sasktel.net](mailto:infoelkridge@sasktel.net)

**APPLICATION FORM FOR WATER AND SEWER SERVICES**

**Instructions**

- 1) All applicants must provide the following information in order that the Resort Village of Elk Ridge can activate your water and sewer services.
- 2) Please complete and sign this form and return it to the Chief Administrative Officer at the above email address at a minimum of 14 days before requiring the service.

**Consumer Information:**

<b>Owner Name</b>					
<b>Email</b>					
<b>Elk Ridge (Service) Address</b>					
<b>Start of Service (possession date)</b>					
<b>Home Phone</b>			<b>Cell Phone</b>		
<b>Permanent Mailing Address</b>					
<b>City</b>		<b>Province</b>		<b>Postal Code</b>	

**General Service Requirements**

Check all that apply:

- Application Fee (Change in Property Ownership) \$200.00**  
Application Fees apply to persons who are taking over premises where a service connection and service line had been previously installed and used by another consumer.

- New Connection Application Fee (New Service Line and Meter) \$3250.00**  
New Connection Application Fees apply to persons who are constructing and installing a new water and sewer service line that will be connected to a curb stop with a pre-existing water and sewer service connection and will have a meter equal-to or less than 2-inches in diameter.

- Other Service Request  
Cost TBD**

Please describe the service you are requesting in the field below (e.g. alter or move a service connection, construct a service connection, add an RV site to the service, etc.)

A representative from Public Works and Utilities will reach out to you within 10 business days to clarify your request and subsequently provide a quote for the applicable service.

**Plumber Permit Information**

A plumbing permit may be required for the design, installation, construction, addition, alteration, removal, or operation of a plumbing system including the connection of any plumbing system to a communal sewage works or communal waterworks such as the Resort Village’s waterworks or a facility within a Condominium Corporation. The Resort Village of Elk Ridge will **not connect nor activate** water

& sewer utility services without an appropriate **TSASK permit for service connection** for the premises stated in this application.

A plumbing permit is available from the **Technical Safety Authority of Saskatchewan (TSASK)** who is responsible for issuing **Permits for Service Connections** and issuing inspection **Clearance Letters** for work done under the Plumbing Regulations. The permit can be issued to a Journeyperson plumber or a registered Contractor that employs a plumbing Journeyperson. The Resort Village does not employ any plumbing Journeypersons. For additional information regarding the **TSASK plumbing permit**, visit <https://tsask.ca> or call **TSASK toll free at 1.866.530.8599**.

### **TERMS AND CONDITIONS OF SERVICE POLICY**

1. The Resort Village of Elk Ridge provides services to applicants in accordance with Terms and Conditions of Service provided in this document and any conditions set out in the Water and Sewer Utility Bylaw 2024-07. Applicants are required to comply with all sections of Bylaw 2024-07, The Water and Sewer Utility Bylaw and the Term and Conditions of Service Policy.
2. Sections 10(a), 15(a), and 17(a) of Bylaw 2024-07 requires each applicant to apply for services with the Resort Village of Elk Ridge. Each applicant must complete and sign an Application form.
3. Any material misrepresentation of the information supplied by the applicant on their application for service will be considered sufficient grounds for refusal to provide service to the applicant or if they have already been connected grounds to discontinue service with 48 hours' notice.
4. All applicable fees must be remitted by the Applicant and received by the Resort Village prior to the activation of any water & sewer service.
5. The Applicant acknowledges that the water & sewer services are only for the service address stated in this application ("premises").
6. The Applicant acknowledges that the Resort Village of Elk Ridge owns, operates and maintains only the portion of the water service line from the water main to the curb stop for the premises stated in this application. The owner or consumer is responsible for the remaining portion of the service line from the curb stop to the customer premises being served.
7. The Applicant acknowledges that no changes or alterations of the water and/or sewer service lines are permitted except with the consent of the Resort Village of Elk Ridge whose qualified staff must approve and oversee any repair, maintenance, or alteration of the water and sewer lines as they run from the curb stop to the premises. The Applicant also understands that they shall be responsible for all costs associated with any repair, maintenance or alteration of the water and/or sewer service lines from the curb stop to the premises.
8. The Applicant acknowledges that the Resort Village will provide a single service connection to the premises being served and that the Resort Village retains the right to suspend or terminate service to the premises for any reason, including, but not limited to, making repairs, waterline extensions, or failure by Customer to make payment when due.
9. The Applicant acknowledges that they will be required to utilize the water meter supplied by the

Resort Village of Elk Ridge and to permit Resort Village of Elk Ridge staff to supervise and approve the installation & maintenance of the said water meter on the premises, and further, the Customer agrees to prohibit the tampering of the said water supply meter.

10. The Applicant acknowledges that they are responsible for payment of water and sewer services at the rate now or hereinafter established by the Resort Village of Elk Ridge and agrees that they will pay any charges accrued from the date of this application until the Customer provides the Resort Village written notification as per the Section 19 of Bylaw 2024-07.
11. Customer acknowledges that invoices overdue, including penalties will be subject to a past due payment charge as per Section 44 in Bylaw 2024-07.
12. Once disconnected, no service will be reconnected without the payment of the required fees indicated in Schedules "B" and "C" of Bylaw 2024-07, The Sewer and Water Utility Bylaw.
13. The Chief Administrative Officer has the right to deny service to an applicant if a credit history review indicates that an applicant has a balance owing on a utility account, until such time as that balance is paid in full.
14. The applicant may terminate service provided the Public Works and Utilities is given a minimum of 14-days prior notice. The applicant must pay for all services provided to them until the termination date. *The applicant is not released from any previous balances outstanding on the account by the termination of the application.*
15. The applicant shall provide Resort Village of Elk Ridge staff reasonable access to their service address for the purpose of reading the meter. Reasonable access is defined as allowing for the water meter to be read at least once in a period of twelve (12) consecutive months.
16. Applicants must adhere to the Resort Village of Elk Ridge's Harassment and Workplace Policies when dealing with Resort Village staff.
17. For remote recording devices that may require a reconciliation, the Resort Village will compare the readings from the remote recording devices to the property meter once every five years. The Resort Village will replace defective meters, at its own expense.
18. Applicants having a complaint or dispute regarding the application of the Resort Village of Elk Ridge Bylaw 2024-07, The Water and Sewer Utility Bylaw or the policies or practices of Public Works and Utilities Utility Department, shall bring the concerns to the Chief Administrative Officer.
19. Terms and conditions will be available in print at the time of application or on the Resort Village of Elk Ridge website at <https://resortvillageofelkridge.ca>. Terms and Conditions are subject to change at any time without prior notification to the applicant.

**I hereby authorize the Resort Village of Elk Ridge to activate my water & sewer utility services based on conditions set forth above.**

**I HAVE REVIEWED THIS AGREEMENT, FULLY UNDERSTOOD ITS TERMS, AND AGREE TO BE BOUND BY ITS PROVISIONS.**

---

**Applicant Signature**

---

**Date**

---

**Applicant Signature**

---

**Date**



**SCHEDULE "B"**  
**BYLAW NO.2024-07, WATER AND SEWER UTILITY BYLAW**

**1) APPLICATION FEES FOR EXISTING WATER AND SEWER SERVICE CONNECTIONS**

a) Commencing 1 November 2024:

i) Application Fees apply to persons who are taking over premises where a service connection and service line had been previously installed and used by another consumer:

(1) Application Fee (Change in Property Ownership):  
\$200.00

(2) Changes in Account Information (e.g. email, phone number, etc.) No Charge

ii) New Connection Application Fees apply to persons who are constructing and installing a new water and sewer service line that will be connected to a curb stop with a pre-existing water and sewer service connection.

(1) New Connection Application Fee:  
\$3250.00

(2) New Connection Fees are limited to service connections with meters equal to or less than 2-inches.

(3) New Connection Application Fees include the supply of up to a water meter and inspection of one water and one sewer service connection by the Resort Village.

(4) The consumer shall be responsible for constructing and installing the service line(s) at their own expense.

(5) The consumer shall be responsible for procuring and installing a grinder pump at their own expense, as may be applicable.

(6) Consumers who have backfilled the service connection trench prior to inspection by the Resort Village shall pay all costs incurred by the Resort Village to excavate and backfill the service connection.

**2) ANNUAL BASE AND VOLUMETRIC FEES FOR WATER SERVICE**

a) Commencing November 1, 2024:

i) Annual Base Fees and Volumetric Charges for Water is calculated as follows:

<b>Dwelling Type</b>	<b>Annual Base Fee</b>	<b>Volumetric Fee (\$/100 imp. gal)</b>
Residential Unit	\$1,225.00	\$1.00
Commercial Unit	\$1,315.00	\$1.00
Multi-Unit Residential	\$1,315.00	\$1.00
RV Lot	\$463.00 per lot	N/A
RV Site	N/A	\$1.00

i) Meter readings and Volumetric Fees shall be calculated as Canadian dollars per one-hundred imperial gallons (\$/100 imp. gallons).

**3) VOLUMETRIC FEES FOR SEWER SERVICE**

b) Commencing November 1, 2024:

i) Sewer volumetric collection shall be calculated as one hundred percent (100%) equivalent to the volumetric consumption of water as measured by the consumer meter.

ii) Meter readings and Volumetric Fees shall be calculated as Canadian dollars per one-hundred imperial gallons (\$/100 imp. gallons).

iii) Volumetric Charges for Sewerage is calculated as follows:

<b>Dwelling Type</b>	<b>Volumetric Fee (\$/100 imp. gal)</b>
Residential Unit	\$0.25
Commercial Unit	\$0.25
Multi-Unit Residential	\$0.25
RV Site	\$0.25

**4) VOLUMETRIC FEES FOR BULK WATER DISTRIBUTION**

c) Commencing November 1, 2024:

- (1) Bulk Water Distribution Fee (Consumers): \$1.00 per 100 imp. gallons
- (2) Bulk Water Distribution Fee (Non-Consumers) : \$2.00 per 100 imp. gallon

**SCHEDULE "C"**

**BYLAW NO. 2024-07, WATER AND SEWER UTILITY BYLAW**

**1) RECONNECTION OF AN ACCOUNT IN ARREARS**

- a) Commencing November 1, 2024:
  - i) Reconnection of an Account in Arrears: \$500.00

**2) METER TESTING AND REPLACEMENT**

- a) Commencing November 1, 2024:
  - i) Consumers shall pay a deposit for the testing of meters as follows
    - (1) Deposit – Meter Testing: \$50.00
  - ii) If the meter is found to be defective, then the deposit shall be refunded to the consumer and meter shall be replaced at the following cost to the consumer:
    - (1) Defective Meter Replacement: No  
Charge

**3) GRINDER PUMP SUPPLIES**

- a) Commencing November 1, 2024:
  - i) All grinder pump and HDPE pipe fees are for component supply only, and exclude costs and all services, applicable permits, that may be required for installation, repair or replacement:
    - (1) Grinder Pump Installation Kit: Cost +  
10%
    - (2) Grinder Pump Replacement Unit: Cost + 10%
    - (3) 1.25-inch HDPE pipe Cost + 10% per  
foot

**4) THAWING OUT OF FROZEN SERVICE CONNECTIONS**

- a) Commencing November 1, 2024:
  - i) Thawing Out of Frozen Service Connections: Cost + 10%

# DECISION ITEM

<b>Subject</b>	Financial Statements Extension
<b>Council Meeting Date Presented:</b>	June 20, 2024
<b>Agenda Item:</b>	13.2
<b>Prepared By:</b>	Michele Bonneau

## BACKGROUND:

- Each year municipalities in Saskatchewan are required to have a copy of the prior year’s financial statement with the audited report and management letter submitted to the Minister of Government Relations by July 1, 2023, pursuant to *The Municipalities Act*.
- If a municipality anticipates that they will be unable to submit their statement by July 1, 2023, the Act gives Council the authority, by bylaw only, to set a further time for submitting their financial statements.
- To extend the submission of the 2023 financial statement, a bylaw must be passed within 30 days after the time affixed pursuant to the Act has expired, ie. No later than July 31, 2024.
- As the Resort Village of Elk Ridge is in the processing of completing their 2023 audit with Jensen Stromberg, the audit is not expected to be completed by the deadline and it would be prudent of the Resort Village to pass a bylaw to extend the deadline.

## RECOMMENDATION:

That Council adopt Bylaw 2024-08 to extend the deadline for submission of the 2023 financial statements to allow time for the completion of the audit with the new auditors.

**Respectfully Submitted by: Michele Bonneau, CAO**

**RESORT VILLAGE OF ELK RIDGE**

**BYLAW 2024-08**

**A BYLAW TO EXTEND THE TIME REQUIRED FOR THE COMPLETION OF THE 2023 FINANCIAL STATEMENTS**

The Council of the Resort Village of Elk Ridge in the Province of Saskatchewan enacts as follows:

For the 2023 financial year, the time required for completion of certain financial and audit procedures for the Resort Village of Elk Ridge be extended as follows:

- (a) The time required pursuant to subsection 185(1) of *The Municipalities Act* to completed the annual audit of the municipality’s books and records of the annual financial statement be and is extended to September 1, 2024.
- (b) The time required pursuant to subsection 186(1) of *The Municipalities Act* for the submission of a copy of the financial statement and the auditor’s report be and is extended to no later than September 15, 2023.
- (c) The time required pursuant to subsection 185(3) of *The Municipalities Act* to publicize the financial statement or synopsis and auditor’s report be and is extended to no later than November 15, 2024.

{Seal}

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

Read a third time and adopted  
this \_\_\_\_ day of June, 2024.