Resort Village of Elk Ridge

Meeting Agenda

January 8th, 2022 at 10:00 a.m. – First Council Meeting -White Tail Room

1. **Oath of office:**
2. **Call to Order –** The Mayor calls this first meeting of Council to order.
3. **Declarations of Office**
   1. Public Disclosure Statement – 30 days after Jan 1, 2022.
4. **Delegations:** None
5. **Approval of Agenda:**

MOTION: That the agenda for this meeting be approved as presented.

1. **Public Hearings:** None
2. **Reading of Bylaws:** None
3. **Adoption of Minutes:** None
4. **Business Arising from Minutes:** None
5. **Action/Motion Items:**
   1. Page 3 - Workshop – Dealing with Difficult Conversations

MOTON: That Council approve for the administrator’s attendance at the RMAA Spring Workshop – Dealing with Difficult Conversations -March 24, 2022 in Prince Albert.

* 1. Page 4 - District Planning Commission & Grant Opportunity

1. **Administration Reports:**

11.1 Page 5 - CAO Report and Updates

1. **Accounts for Payment:**
2. **Financial Statements:**
   1. Financial Reporting Requirements ask Council preference to establish the type and frequency.
3. **Council Divisional Reports:** N/A
4. **New Business**
   1. Page 6- Appointment of Deputy Mayor
   2. Page 8- 2021 Council Meeting Dates
   3. Page 9- Signing authority
   4. Page 10- Office days and hours
   5. Page 11 - Auditor – Request for Direction
   6. Page 12 - Board of Revision
5. **Incamera:** N/A
6. **Correspondence:** None
7. **Other Business:**

18.1 Page 13 - Fire Services Contract

MOTION: That Council authorize the Mayor and Administrator to sign the Agreement for Service with the Lakeland & District Co-Operative Fire Service.

1. **Adjournment**

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**DECISION ITEM**

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| **Subject** | North Central Lakeland District Planning Commission |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 10.2 |
| **Prepared By:** | Heather Scott CAO |

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| `   * The District Planning Commission is actively working on grant funding for professional assistance in updating the District Official Community Plan and individual municipal zoning bylaws. The Resort Village of Elk Ridge is legislatively required to adopt a new zoning bylaw within 2 years of establishment. The planning commission has engaged Jim Walters from Crosby Hannah to assist them with this grant application. * Generally, each member municipality sends one council representative and the CAO as advisory person. Some of the larger municipalities also appoint one member from the community at large. |
| **BUDGET & OTHER CONSIDERATIONS:**   * Annual cost split amongst each member municipality for staff expenses. * Travel and time for mayor and administrator at monthly meetings. |
| **RECOMMENDATION:**   * That the Resort Village of Elk Ridge seek membership to the North Central Lakeland District Planning Commission and support their efforts to apply for the Target Sector Grant Funding. |
| **PROPOSED MOTION:**   * That Council direct administration to request membership in the North Central Lakeland District Planning Commission and appoint Mayor Garry McKay as board representative on behalf of the Resort Village of Elk Ridge. * That Council of the Resort Village of Elk Ridge support for the Target Sector Funding application of the North Central Lakeland District Planning Commission. |
| **Respectfully Submitted by: Heather Scott, CAO** |
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Administration has been working over the past few months with Government Relations to ensure that all obligations have been met by the Transition Committee to facilitate the transition to Resort Village status as of January 1, 2022.

Although all mandatory conditions have been met, there are several other components as a new Resort Village that will need to be reviewed and decisions to be made over the next few months. Some of these items administration and Council will need to review include:

1. Adoption of a new Council Procedure Bylaw – within the next few months
2. Council Remuneration and Travel Rates – Must be advertised. Can be done next meeting of Council.
3. Governance Training – CAO has been in discussion with Government Relations to coordinate training in the future when all of Council can be in attendance.
4. EMO – Fire Protection, Emergency Plan, Mutual Aid Agreements – CAO would recommend a committee be formed to review this within the next few months.
5. Memberships – SUMA membership has been taken care of for 2022. CAO will review similar organizations and bring recommendations to Council for membership consideration.
6. Harassment Policy – Must be implemented within the next few council meetings.
7. Set assessment appeal fees – Prior to May, 2022.
8. Adoption of new Code of Ethics bylaw – within the next few months
9. Public Notice Bylaw – in 2022
10. Records Retention Bylaw – in 2022
11. Tax incentive and Penalties Bylaw – at the next meeting of Council.
12. General Penalties Bylaw – in 2022
13. Nuisance Abatement Bylaw – 2022
14. District Official Community Plan and Zoning Bylaw – within 2 years as per legislation
15. Set limits on Cash collections – Spring 2022
16. Consideration of Bylaw to Dispense with mailing of Assessment Notices – Prior to 2023.
17. Consideration of Bylaw to authorize credit card use and payment of certain expenditures – early 2022.
18. Review of Building Bylaw – 2022
19. Consideration of other prospective bylaws: animal bylaw, traffic bylaw, noise bylaw, burning bylaw, etc. – 2022 - 2023
20. Review of fees for service: tax certificates, photocopying, etc.
21. CAO to open new bank account, order cheques – immediately
22. CAO to set up accounts with CRA, ISC, EFT and PST – immediately
23. Start working on 2022 Budget – immediately
24. Set up new bylaw register- immediately

**DECISION ITEM**

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| **Subject** | Deputy Mayor Appointment |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 15.1 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * Section 91 of the Municipalities Act provides for a Council to have the Ability to appoint one Councillor as Deputy Mayor.   (4) A deputy mayor or deputy reeve acts as the mayor or reeve if:  (a) the mayor or reeve is unable to perform the duties of the mayor or reeve and the council has not made an appointment pursuant to subsection 97(1);  (b) the office of mayor or reeve is vacant.   * Some municipalities choose to rotate the appointment and some choose to appoint one person for the term on Council. |
| **BUDGET & OTHER CONSIDERATIONS:**   * N/A |
| **RECOMMENDATION:**   * Administration recommends the Deputy Mayor as a rotating chair to allow for each Council member to gain experience. * As there are approximately 30 months between now and the next election date of July 27, 2024, each Councillor could be appointed Deputy Mayor for a 7.5 month term. * Alternatively, each councillor could take two turns of approximately 116 days as follows:  1. January 8, 2022 – April 28, 2022 2. April 29, 2022 – August 23, 2022 3. August 24, 2022 – December 23, 2022 4. December 24, 2022 – April 9, 2023 5. April 10, 2023 – August 4, 2023 6. August 5, 2023 – November 29, 2023 7. November 30, 2024 – March 25, 2024 8. March 26, 2024 – July 27, 2024 |
| **PROPOSED MOTION:**  That the Resort Village of Elk Ridge adopt the following schedule for the appointment of Deputy Mayor:   1. January 8, 2022 – August 21, 2022 2. August 22, 2022 – April 4, 2023 3. April 4, 2023 – November 16, 2023 4. November 17, 2023 – July 27, 2024 |
| **Respectfully Submitted by: Heather Scott, CAO** |

**DECISION ITEM**

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| **Subject** | 2022 Council Meeting Dates |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 15.2 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * Section 122 of the Municipalities Act states:   122(1) A council may decide to hold regularly scheduled council or council committee meetings on specified dates, times and places.   * The purpose for setting these meetings is so that the public has notice of the meeting and negates the need to advertise regularly scheduled meetings. * Regularly scheduled meeting dates are typically set each year at the first meeting of Council. * Even with setting regular meeting Council has the ability to alter the dates, venue and times with prior notice of change of meeting information being provided to the public. |
| **BUDGET & OTHER CONSIDERATIONS:**   * N/A |
| **RECOMMENDATION:**   * That Council set the regular meeting dates, when possible, as the second Wednesday of each month at 3:00 p.m. in the Whitetail room. |
| **PROPOSED MOTION:**  That the Resort Village of Elk Ridge set the 2022 Regular Council meetings on January 19, 2022; February 9, 2022; March 9, 2022; April 13, 2022; May 11, 2022; June 8, 2022; July 13, 2022; August 10, 2022; September 14, 2022, October 12, 2022, November 9, 2022 and December 14, 2022 at 3:00 p.m in the White Tail Room at Elk Ridge Golf Resort. |
| **Respectfully Submitted by: Heather Scott, CAO** |

**DECISION ITEM**

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| **Subject** | Bank Account and signing authority |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 15.3 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * A trust account was established for the Transitional Committee but a Resort Village of Elk Ridge bank accounts are required to be established January 1, 2022. * The trust account is set up at the Affinity Credit Union at the Christopher Lake Branch. * A formal motion is also required for the bank appointing signing officers. Most municipalities use the Mayor and administrator and appoint one alternate for when the Mayor is not available. |
| **BUDGET & OTHER CONSIDERATIONS:**   * N/A |
| **RECOMMENDATION:**   * For continuity and ease of access, it is recommended that the Affinity Credit Union at Christopher Lake continue banking services on behalf of the Resort Village of Elk Ridge. * That the mayor and administrator be appointed as signatories on behalf of the Resort Village of Elk Ridge and that one councillor who is easily accessible be appointed as alternate signatory in the Mayor’s absence. |
| **PROPOSED MOTION:**  That Council direct administration to open appropriate bank accounts on behalf of the Resort Village of Elk Ridge at the Affinity Credit Union Christopher Lake Branch; and that Mayor Garry McKay and administrator Heather Scott be authorized as signatories on the account with Councillor \_\_\_\_\_\_\_\_\_\_\_\_\_appointed as alternate signatory in the mayor’s absence. |
| **Respectfully Submitted by: Heather Scott, CAO** |

**DECISION ITEM**

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| **Subject** | Office Days and Hours |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 15.4 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * Regular office hours need to be established for public accessibility to the municipal office and services. * Alternative office hours may be amended, added or omitted as required. * With a laptop, administration has flexibility working remotely when required to do so. * It is anticipated that there will be a higher demand for administration’s time and attention while the municipality is new and there will be much more to do. This workload may diminish as time goes on and processes are established. * Logically, the summer months will be busier and require more office hours with less required during the winter months. * Establishing set summer and winter office days would allow time for the office bours to be advertised and the public to be made aware. |
| **BUDGET & OTHER CONSIDERATIONS:**   * Administration wages |
| **RECOMMENDATION:**   * That office hours be established as Tuesday and Wednesdays from June to September rom 9:00 a.m. to 5:00 p.m. and Tuesdays from 9:00 a.m. to 5:00 p.m. from October to May. * That the office days and hours be reviewed occasionally to ensure that they are meeting the needs of the municipality and service to the public. |
| **PROPOSED MOTION:**  That office hours be established as Tuesday and Wednesdays from June to September rom 9:00 a.m. to 5:00 p.m. and Tuesdays from 9:00 a.m. to 5;00 p.m. from October to May. |
| **Respectfully Submitted by: Heather Scott, CAO** |

**DECISION ITEM**

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| **Subject** | Appointment of 2022 Auditor |
| **Council Meeting Date Presented:** | January 8, 2022 |
| **Agenda Item:** | 15.5 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * The District of Lakeland has appointed Grant Thornton as their 2021auditors and have scheduled their 2021 audit for January 24, 2022. * The financial balances for the Resort Village of Elk Ridge cannot be finalized until after the audit has been completed. * It would be good practice for this year to use the same auditor as the District of Lakeland until all of the financial balances have been finalized. * Being a new municipality, it would beneficial to have assistance with ensuring that assets and liabilities are being allocated appropriately from the onset. |
| **BUDGET & OTHER CONSIDERATIONS:**   * N/A |
| **RECOMMENDATION:**   * It is recommended that the Resort Village of Elk Ridge approach Grant Thorton for a quote for auditing services as they are the appointed auditors for The District of Lakeland and with the transition to a separate municipality, it could be beneficial to use the same auditor who has knowledge of the history of both municipalities. |
| **PROPOSED MOTION:**   * That Council direct administration to obtain a quote for auditing services from Grant Thorton LLP for the 2022 year. |
| **Respectfully Submitted by: Heather Scott, CAO** |

**DECISION ITEM**

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| **Subject** | Board of Revision |
| **Council Meeting Date Presented:** | January 8, 2021 |
| **Agenda Item:** | 15.6 |
| **Prepared By:** | Heather Scott CAO |

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| BACKGROUND:   * One of the roles of Council is to appoint a body to hear assessment appeals for their municipality. This board is referred to as the Board of Revision. * Many municipalities in Saskatchewan have contracted this service out to companies like Krismer and Associates. * Krismer and Associates recently announced that they are no longer in business leaving several of their clients having to find alternative options. * Many of the surrounding communities have partnered to appoint a District Board of Revision. The communities included in this are RM of Paddockwood, Town of Paddockwood, Village of Christopher Lake, District of Lakeland and Candle Lake. * As a District Board, they alternate hearing locations and share costs for the board secretary. |
| **BUDGET & OTHER CONSIDERATIONS:**   * N/A |
| **RECOMMENDATION:**   * That Council approach the District Board of Revision to continue to provide assessment appeals for the properties in the Resort Village of Elk Ridge. |
| **PROPOSED MOTION:**  That Council direct administration to approach the District Board of Revision to continue to hear assessment appeals for the Resort Village of Elk Ridge. |
| **Respectfully Submitted by: Heather Scott, CAO** |

**AGREEMENT TO PROVIDE FIRE SERVICES**

This Agreement made this \_\_\_\_\_\_\_\_\_\_ day of                            , 2022.

BETWEEN:

**RESORT VILLAGE OF ELK RIDGE**

(hereinafter referred to as the “Municipality”)

PARTY OF THE FIRST PART

- and -

**LAKELAND & DISTRICT CO-OPERATIVE VOLUNTEER FIRE DEPARTMENT**

(hereinafter referred to as the “Fire Department”)

PARTY OF THE SECOND PART

WHEREAS:

A. The Municipality is desirous of obtaining fire-suppression services to be provided with respect to fires originating or burning within the boundaries of the Municipality;

B. The Fire Department is prepared to provide fire-suppression services for the Municipality on the terms and conditions set forth in this Agreement.

NOW THEREFORE, this Agreement witness that in consideration of the mutual terms, covenants and agreement herein contained, the Municipality and the Fire Department agree as follows:

**1.0 Services to be Provided**

1.1 The Fire Department covenants and agrees to provide the Municipality with the fire-suppression services with respect to fires originating or burning within the Resort Village of Elk Ridge municipal boundaries recognizing the participation of the Ministry of Environment in the Northern Provincial Forest. Fire-suppression services shall mean a company of firefighters ready to respond in order to control and extinguish fires and includes:

a. travelling to, preparing for and returning from a fire;

b. repairing and maintaining firefighting equipment;

c. any other activities that are necessarily incidental to controlling and extinguishing a fire.

1.2 That at all times during the term of this Agreement, the Fire Department will provide emergency response services efficiently and continuously, providing a twenty-four (24) hour per day, seven (7) day per week service — with the Fire Department providing all necessary equipment, vehicles and personnel necessary to respond to all requests, as indicated, for structural fire-suppression, vehicle fire-suppression, wildland fire-suppression, vehicle extrication, water/ice rescue services, and disaster response services within the Municipality.

**2.0 Indemnity and Insurance**

2.1 The Fire Department agrees to assume all risk of loss and agrees to indemnify and save harmless the Municipality, its’ officials, employees, personnel, or agents from and against all claims, demands, actions, causes of actions, damages whatsoever arising and costs, including solicitor/client costs and party costs, which may be brought by any person, firm or corporation, for any matter, injury, death or loss whatsoever suffered or alleged to be suffered in any manner arising from or in any way connected with the performance of services under this contract howsoever occasioned or occurred whether by negligence, carelessness or any other cause.

2.2 Without limiting the generality of Clause 2.1, it is specifically understood that the personnel engaged by the Fire Department are in no way to be considered employees or agents of the Municipality and the Fire Department is solely liable for the actions of the personnel that it employs or uses and that the Fire Department is solely liable for any injuries suffered by any personnel that it employs or uses and that the Fire Department will have Workers’ Compensation benefits or other insurance in respect to injuries to any personnel that it employs or uses.

2.3 The Fire Department shall arrange, pay for and maintain in full force and effect during the term of this Agreement, public liability and property damage insurance, in the amount of $5,000,000.00, which shall protect the Municipality against all claims for all damages or injury, including death to any person or persons, and for damages to any property of the Municipality or any other public and private property resulting from the performance of the services pursuant to this Agreement, and the Fire Department shall provide an original insurance policy or a certified copy thereof for inspection by the proper officials of the Municipality. If the Fire Department shall fail to pay any renewal or premiums, the Municipality shall be at liberty to pay such premiums and deduct the amounts from any monies due to the Fire Department under this Agreement.

**3.0 Compensation**

3.1 The Municipality agrees to pay for the services outlined in Section 1.0 of this agreement an amount based on the number of improved properties in the municipality as of December 1 of the preceding year. For 2022, the annual amount shall be $18,800.00.

3.2 For the term of January 1, 2022 to December 31, 2022, the amount referred to in Section 3.1 shall be based on $100.00 per year per improved property on 188 properties.

3.3 The Municipality agrees to make payments to the Fire Department based on the total amount of $18,800 divided into 12 equal monthly payments. The cost for service calculates to $1,566.66 per month which shall be paid by the municipality to the fire department at the end of each month for the duration of this contract.

**3.0 Compensation (Continued)**

3.4 The Fire Department acknowledges that the foregoing payments to be made pursuant to this Agreement are inclusive of Goods and Services Tax and any other applicable Federal or Provincial Taxes. The Fire Department will be liable and agrees to remit the Goods and Services Tax and any other applicable Federal and Provincial tax in respect to the payments it receives for fire-suppression services.

**4.0 General**

4.1 Notwithstanding the date this Agreement is signed by the respective Parties, the effective date this Agreement shall come into force shall be January 1, 2022.

4.2 It is understood and agreed that this Agreement shall be continuous, but the Agreement may be terminated by either Party to the Agreement by giving twelve (12) months’ notice in writing to the other Party. Payments to be made and services to be rendered hereunder shall be made and rendered to date of such termination and shall therein case. The Municipality shall not, in any way, be liable for loss suffered by the Fire Department as a result of such termination.

4.3 The Parties hereto agree that the officials, employees, personnel, volunteers, or agents of one Party shall not have authority to act as agent for the other Party.

4.4 Each of the provisions herein are severable from any other provision and the invalidity or the enforceability of any or one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.

4.5 This Agreement represents the entire understanding and agreement between the Parties hereto and supersedes all prior negotiations and agreements between the Parties. In the event of any conflict between the language of this Agreement and the language of any other existing Agreement between the Parties, the language of this Agreement shall prevail. No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both Parties hereto.

4.6 No departure or waiver of the terms of this agreement shall be deemed to authorize any prior or subsequent departure or waiver and the Municipality shall not be obligated to continue in any departure or waiver or permit subsequent departure or waiver.

4.7 This agreement or any part thereof shall not be assignable by either Party.

4.8 It is expressly understood and agreed that reference to individuals in the Agreement shall include corporations, executors, administrators, successors, and permitted assigns, and reference in the singular number shall include the plural number, and reference in the masculine gender shall include the feminine gender or the neutral gender, whenever the context so requires.

**RESORT VILLAGE OF ELK RIDGE**

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Garry McKay, Mayor

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Heather Scott, CAO

**LAKELAND & DISTRICT CO-OPERATIVE VOLUNTEER**

**FIRE DEPARTMENT**

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Peter Kowbel-President

**SEAL**

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John Stauffer – Contracts Committee