



## MUNICIPAL DISTRICT RESTRUCTURING AGREEMENT

between the

Village of Edenwold

128 Chamberlain Street,

P.O Box 130

Edenwold, Saskatchewan

S0G 1K0

and the

Rural Municipality of Edenwold No. 158

100 Hutchence Road,

Emerald Park, Saskatchewan

S4L 1C6

### Opening Statement

1. This agreement has been entered into by the *Village of Edenwold* (Village) and the *Rural Municipality of Edenwold No.158* (RM) for the purpose of merging the municipalities to form the newly incorporated Municipal District (MD).
2. The Village and the RM will be referred to as the “former municipalities” for the purposes of this agreement.

### Name and Boundaries

3. The name of the new Municipal District shall be the *Municipal District of Prairieview* (MD).
4. The MD consists of the land as described in Schedule A.
5. A reference to any land described in Schedule A in any order, regulations, bylaw, or resolution, certificate of title, agreement, or other instrument is deemed to be a reference to the MD.

### Location of the Municipal Office and Public Works Maintenance Facilities

6. The MD Municipal Office shall be located at 100 Hutchence Road in Emerald Park, Saskatchewan, with a satellite office located at 128 Chamberlain Street in the Community of Edenwold.
7. The MD Public Works Maintenance Facilities shall be located at 11 and 13 Percival Drive in Emerald Park, 105 Brewer Street in the Community of Edenwold, and Parcel A, Plan 88R23421 in W 08-18-17 W2 and NW 05-18-17 W2.

### **Application of Bylaws and Resolutions of the Former Municipalities**

8. Bylaws and resolutions in force in the former municipalities shall continue to apply to the territory of the former municipalities for one year from incorporation date (as outlined in Clause 30 of this agreement), or until they are sooner repealed and replaced by others made by the MD.

### **Municipal Election**

9. The provisions of the *Local Government Election Act, 2015* applicable to rural municipalities shall apply to the MD.
10. The election of members of the first council of the MD shall take place six (6) months from the incorporation date.
11. The municipal costs of the election process shall be charged to the MD as a whole.
12. The Interim MD Council shall include:
  - 12.1 Mayor: Mitch Huber
  - 12.2 Division 1: Councillor Craig Strudwick
  - 12.3 Division 2: Councillor Stan Capnerhurst
  - 12.4 Division 3: Councillor Alan Trainor
  - 12.5 Division 4: Councillor Karen Kotylak
  - 12.6 Division 5: Councillor Dwayne Radmacher
  - 12.7 Division 6: Councillor Tim Brodt
  - 12.8 Division 7: Councillor Rod Tuchscherer
  - 12.9 Division 8: Councillor Paul Boehme

### **Composition of First Council**

13. Until changed by a bylaw of the MD:
  - a) The council of the MD shall consist of a Mayor and eight (8) Councillors; and
  - b) The Mayor shall be elected at large.

### **Election of Councillors on the Basis of Divisions**

14. The Councillors of the MD shall be elected on the basis of Divisions.
15. The Divisions of the MD are established as described in Schedule B.

16. Pursuant to Section 49.1(1) of the *Municipalities Act*, electoral divisions shall be reviewed to evaluate the number of Councillors so that each division has, as nearly as is reasonably practicable, the same population or number of voters.

### **Employees**

17. Effective upon incorporation, all the employees of the former municipalities shall continue as employees of the MD as outlined in Schedule C.

### **Assets and Liabilities**

18. The MD shall, as of the incorporation date, be the owner of all assets, rights and things and be subject to all liabilities and obligations of each the Village and RM.
19. All assets and liabilities of the former municipalities shall become the assets and liabilities of the MD upon incorporation.
20. A financial audit of both former municipalities shall be conducted upon incorporation.
21. Cash assets remaining subsequent to the settlement of the assets and liabilities of the former municipalities shall be combined for use by the MD.
22. All grants (i.e. Gas Tax and Revenue Sharing), already allocated to be received by the former municipalities shall be set aside for provisions and/or benefits within the former municipalities respectively.
23. All reserves and surplus funds received by the MD from the former municipalities shall be set aside for provisions and/or benefits within the former municipalities respectively.
24. The MD, acknowledges that the current Town of White City Annexation application submitted to the Saskatchewan Municipal Board on November 19<sup>th</sup>, 2019, with it noted all costs and/or revenues, shall only apply to the former RM.
25. All written securities (i.e. letters of credit, bonds, certified cheques, etc.) obtained by the former municipalities prior to incorporation shall continue to remain valid under the new MD.
26. The MD, pursuant to Sections 53(3)(e), 283(3), and 283(4) of the *Municipalities Act* clause may, by bylaw, impose special levies on affected properties for the following purposes:
- a) to the former RM including Emerald Park:
    - 1. WCRM158 Wastewater Authority;
    - 2. The debentures of the former RM as outlined in Schedule D;

3. 2020 Infrastructure Loan of the former RM for Development Overlay Area as outlined in Schedule E;
  4. Crawford Developments local improvement;
  5. Additional Service Areas: Park Meadows and Meadow Ridge; and
  6. Sanitation Levies in Emerald Park and Country Residential; and
- b) To the former Village:
1. Acknowledgement that the former Village has entered into the following agreements:
    - i. Asset Transfer Agreement dated March 2<sup>nd</sup>, 2021;
    - ii. Certified Operation and Maintenance Agreement effective March 2<sup>nd</sup>, 2021;
    - iii. Water Supply Agreement dated March 3<sup>rd</sup>, 2021;
    - iv. Agreement to Grant and Easement dated March 8<sup>th</sup>, 2021;
    - v. Agreement for the Edenwold Golden Age Seniors dated Feb 7<sup>th</sup>, 1994; and
    - vi. Other agreements, boards, and committees reporting annually to the former Village.

#### **Consolidating Financial Operations**

27. The MD shall consolidate its accounting system with the current Munisoft operation systems both former municipalities use. Banking shall be conducted through the former RM's financial institution of TD Bank. Insurance policies shall remain with SGI, SUMAssure, and SARM. Tendering of financial requirements and insurance policies shall be conducted within 12 months of incorporation.

#### **Consolidating Physical Operations**

- 25 Councils of the former municipalities agree to consolidate physical operations on a progressive, cooperative, and collaborative basis. All current municipal buildings, public equipment, and vehicles shall be set aside for provisions and/or benefits within the former municipalities respectively.

#### **Amend Agreement**



- 26 The Councils of the former municipalities, party to this restructuring agreement, may amend this agreement prior to application to the minister by passing complementary resolutions authorizing the mayor/reeve and administrators to sign the amended agreement.
- a. In the case of change requests made by the minister's office, amendments to this restructuring agreement shall be made by passing complementary resolutions authorizing the mayor/reeve and administrators to sign the amended agreement.
- 27 The council of the MD may only amend this restructuring agreement by resolution with *unanimous consent* during the first two years following the effective date of the Minister's Order and shall comply with all legislative requirements and processes regarding the same.

#### **Dispute Resolution**

- 28 Dispute resolution shall be done by employing the Dispute Resolution Office of the Ministry of Justice or any other process unanimously agreed upon by the Councils of the former municipalities.

#### **Counterpart**

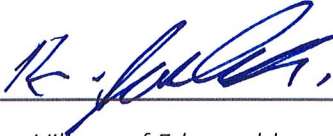
- 29 This agreement shall be signed in counterparts, and all shall be deemed one original instrument.

#### **Effective Date**

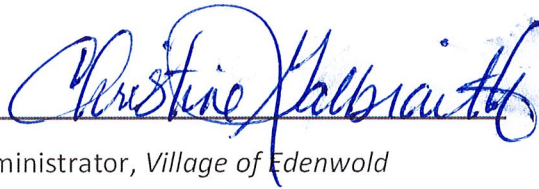
- 30 This agreement shall come into effect on the date of restructuring as set out in the Minister's Order. This date shall be considered the 'incorporation date.'

*Signature page to follow*

Signed this 25<sup>th</sup> day of January, 2022 at Emerald Park, Saskatchewan.



Mayor, Village of Edenwold



Administrator, Village of Edenwold



Reeve, Rural Municipality of Edenwold No. 158



Administrator, Rural Municipality of Edenwold No. 158

## Schedule "A"

### Boundaries of the Municipal District of Prairieview

#### Rural Municipality of Edenwold

Townships 16, 17, 18, 19 and 20 in Ranges 17 and 18;

Township 21 in Range 17 lying to the right of the left bank of the Qu'Appelle River; and

Township 21 in Range 18 lying to the right of the left bank of the Qu'Appelle River, excepting Sections 6, 7 and the South Half of 18; All West of the 2nd Meridian.

#### Village of Edenwold

By order of the minister of municipal Affairs a village has been established having for its area the south-east quarter of Section 26 in township 19 range 17 West of the Second Meridian.

A portion of the north-east quarter, second meridian lying south of the northern boundary of the right of way of the Grid of Edenwold No. 158.

## Schedule "B"

### Description of Divisions of the Municipal District of Prairieview

#### Description of Divisions:

The Municipal District of Prairieview is confirmed as consisting of the following lands:

Townships 16, 17, 18, 19, 20 and that portion of Township 21 lying to the right of the left bank of the Qu'Appelle River; Ranges 17 and 18, excepting Sections 6, 7 and the South Half of 18 in Township 21, Range 18; all West of the 2<sup>nd</sup> Meridian.

#### The Division of the MD are established as follows:

##### Division No. 1:

Township 16, Range 17;  
Township 17, Range 17; and  
Township 18, Range 17, Sections 1-12.

##### Division No. 2:

Township 16, Range 18;  
Township 17, Range 18, Sections 1-12, the South Half of Section 13, the West Half of Section 15, Sections 16-18, the South Half of Sections 19-21, all that portion of the South East quarter of Section 22, lying west of the west boundary of Hutchence Rd (previously Churchman Drive, Registered Plan No. 88R71307) and lying west of the north west boundary of MB1 Registered Plan No. 92R47574, west of the north west boundary of Parcel AA Block 2 Registered Plan No. 01RA08264 (17) to the southernmost boundary of Registered Plan No. 85R11424 known as Great Plains Road, and then west of a line drawn from that southernmost boundary of Registered Plan No. 85R11424 known as Great Plains Road perpendicular to the quarter line of the South East of Section 22, and the South West quarter of Section 22.

##### Division No. 3:

Township 17, Range 18;  
Portion of the North West Section 13, lying south of the northernmost boundaries:  
Commencing at the northernmost point of MR19, Plan No. 102242337 thence northwesterly 112.0 metres ending at the westernmost boundary of ORA 74-17-18-2 Ext 0;  
All of the South Half of Section 14;  
Portion of the North East of Section 14, lying south of the northernmost boundaries of MB1 Registered Plan No. 101853750, MR12, MB12 and Lott Road Registered Plan No. 101919450, MB13 Registered Plan No. 101965068, and MR27 Registered Plan No. 102225721;  
Portion of the North Half of Section 14, lying south of the southernmost boundaries of MR 26 Registered Plan No. 102225721 to the east intersection of Lot 10, Blk/Par 12 Plan 89R40944 Ext



0, including the southern boundaries of Lots 1-10, Blk/Par 12 Plan 89R40944 Ext 0 to the west intersection of Lot 1, Blk/Par 12 Plan 89R40944 Ext 0 and MR25 Registered Plan No. 102225721, MR24 Plan 102225721, and ORA 77-17-18-2 Ext 0;

Portion of the East Half of Section 15 excluding north of the northernmost boundary of MR23 Registered Plan 102225721;

Portion of the South East of Section 22, lying south of the southernmost boundaries of MR 23 Registered Plan No. 102225721, Blk B Registered Plan No. 92R47574, and MB3 and St. Andrews Bay, MB2 Registered Plan No. 91R17823, MB1 Registered Plan No. 92R47574 and east of the west boundary of Hutchence Road, Registered Plan No. 88R71307.

**Division No. 4:**

Township 17, Range 18, North Half of Sections 19-24, and all of Sections 25-36; and  
Township 18, Range 18, Sections 1-12.

**Division No. 5:**

Township 18, Range 17, Sections 13-36;

Townships 19-20, Range 17; and

All that portion of Township 21, Range 17, lying to the right of the left bank of the Qu'Appelle River.

**Division No. 6:**

Township 18, Range 18, Sections 13-36;

Townships 19-20, Range 18; and

All that portion of Township 21, Range 18, lying to the right of the left bank of the Qu'Appelle River, excepting Sections 6, 7 and the South Half of Section 18.

**Division No. 7:**

Township 17, Range 18;

Portion of the North West Section 13, lying north of the northernmost boundaries of MR 19 Registered Plan No. 102242337 drawing a diagonal line from the north-east of MR 19 Registered Plan No. 102242337 to the west boundary of Section 13;

Portion of the North East Section 14, from the northernmost boundaries of MB1 Registered Plan No. 101853750, MR12, MB 12 and Lott Road Registered Plan No. 101919450, MB13 Registered Plan No. 101965068, and MR27 Registered Plan No. 102225721;

Portion of the North Half of Section 14, lying north of the southernmost boundaries of MR 26 Registered Plan No. 102225721 to the east intersection of Lot 10, Blk/Par 12 Plan 89R40944 Ext 0, including Lots 1-10, Blk/Par 12 Plan 89R40944 Ext 0 to the west intersection of Lot 1, Blk/Par 12 Plan 89R40944 Ext 0 and MR25 Registered Plan No. 102225721, MR24 Plan 102225721; and  
ORA 77-17-18-2 Ext 0;

Portion of the North East Section 15 north of the northernmost boundary of MR23 Registered Plan 102225721;

Portion of the South East of Section 22, lying north of the southernmost boundaries of MR 23 Registered Plan No. 102225721, Blk B Registered Plan No. 92R47574, and MB3 and St. Andrews Bay, MB2 Registered Plan No. 91R17823, MB1 Registered Plan No. 92R47574, and east of the north west boundary of Par AA Blk 2 Plan 01RA08264 (17) drawing a perpendicular line from Parcel AA Registered Plan No. 01RA08264 (17) Ext 0 to the north boundary of South East Section 22, then to the east quarter line of South East Section 22;

The South Half of Section 23; and

The South Half of Section 24.

**Division No. 8:**

South half of section 26-19-17;

NE quarter 26; Township 19; Range 17, Blk B Plan 102288540 Ext 16 and the portion of the NE quarter of said section 26 lying south of the northern boundary of the right of way of the Grand Trunk Pacific Railway.

All West of the 2<sup>nd</sup>, Meridian in the Province of Saskatchewan

## Schedule "C"

### Employees of the MD of Prairieview

Chief Operations Officer: Sameh Nashed

#### **Administration Department:**

Administrator: Karen Zaharia

Assistant Administrator: Christine Galbraith

Financial Officer: Sara Gartshore

Communications Officer: Vacant

Information Technology Specialist: Manjunath Nagendrappa

Customer Relations Management Agent: Jessica Schoenroth

Customer Relations Management Agent: Jennifer Schultze

Customer Relations Management Agent: Elise Rottger

Administrative Assistant: Rylie Reichel

Municipal District Management Support: Abby Lumb

#### **Planning and Development Department:**

Manager of Planning & Development: Paige Boha

Planner I & Development Officer: Susan Stevenson

Planner I: Subdivisions: Alexa O'Hanley

Planner II: Policy: Ross Zimmermann

#### **Community Safety Officers:**

Community Safety Officer: Cole Shaw

Community Safety Officer: Ankit Rampal

Community Safety Officer: TBC

#### **Public Works & Engineering Department:**

Manager of Engineering and Public Works: Clark Gates

Public Works and Utilities Superintendent Wade Hoffman

Senior Operator & Fleet Management Lead: Derek Hradecki

Public Works Foreman (Community of Edenwold): Joe Noonan

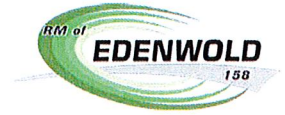
Public Works Support Specialist: Sahil Jaidka

Maintenance Employee: Mark Fahlman

Maintenance Employee: Brendan McBain

Maintenance Employee: Mitchel McGillivray

Maintenance Employee: Chris Anaka



Maintenance Employee: Duane Thompson

Seasonal Maintenance: Dean Mohr

Seasonal Maintenance: Richard Shanks

Part-Time Maintenance: Lisa Stanicky

**Emerald Park Fire Department:**

Fire Chief: Kevin Dell

**Edenwold Fire Department:**

Fire Chief: Darcy Scott



Schedule "D"

Debentures of the Former RM

Debenture Issued Under Bylaw No.	Name of Project	First Payment Date	Last Payment Date	Term of Debenture (Years)	Annual Payment	Total Outstanding Principal Balance - January 1, 2022
2012-04	#2 RM Wells	01-Aug-12	01-Aug-26	15	\$37,968.26	\$171,428.65
2012-06	#3 Water Line	01-Oct-12	01-Oct-26	15	\$161,729.40	\$730,216.73
2017-47	#4 Wastewater Authority Treatment Plant	01-Dec-18	01-Dec-32	15	\$319,465.30	\$3,170,488.51
					\$519,162.96	\$4,072,133.89

Schedule "E"

2020 Infrastructure Loan of the Former RM for the Development Overlay Area

Loan	Name of Project	First Payment Date	Last Payment Date	Term of Loan (Years)	Annual Payment	Total Outstanding Principal Balance - January 1, 2022
9800006-04	2020 Infrastructure Loan for development overlay area	15-Jun-21	15-Jun-25	5	\$213,212.48	\$808,497.52

