

The Northern Municipalities General Regulations (No. 2)

Repealed

by [Chapter N-5.2 Reg 1](#) (effective January 1, 2011).

Formerly

Chapter N-5.1 Reg 3 (effective December 28, 1983) as amended by
[Saskatchewan Regulations 12/97](#) and [8/2008](#).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

Table of Contents

1	Title	
2	Interpretation	
3	Designation of recreational subdivisions	
4	Form of petition to establish northern municipality	
5	Form of notice of formation of northern municipality	
6	Form of notice of public meeting	
7	Form of declaration of land holding	
8	Local advisory committees	
9	Form of oath	
10	Form of bond	
11	Form of employer's statement	
12	Form of financial statement and summary	
13	Repealed	
14	Repeal	
		Appendix
	Form A	Petition for Formation of a Northern Municipality
	Form B	Notice of Formation of a Northern Municipality
	Form C	Notice of Public Meeting Regarding the Formation of A (town, northern village or northern hamlet, as the case may be)
	Form D	Declaration of Land Holding
	Form E	Declaration of Elected and Appointed Officials
	Form F	Fidelity Bond
	Form G	Statement of Employer
	Form H	Repealed

CHAPTER N-5.1 REG 3
The Northern Municipalities Act

Title

1 These regulations may be cited as *The Northern Municipalities General Regulations (No. 2)*.

Interpretation

2 In these regulations, “**Act**” means *The Northern Municipalities Act*.

6 Jan 84 cN-5.1 Reg 3 s2.

Designation of recreational subdivisions

3 The following subdivisions of resource lands are designated as recreational subdivisions for the purposes of clause 2(1)(bb) of the Act:

- (a) East Trout Lake;
- (b) Jan Lake;
- (c) Keeley Lake;
- (d) Lac La Plonge;
- (e) Little Amyot Lake;
- (f) Little Bear Lake;
- (g) **Repealed.** 7 Mar 2008 SR 8/2008 s3.
- (h) Michel Point;
- (i) Napatak;
- (j) Ramsey Bay;
- (k) Sturgeon Weir;
- (l) Tower Beach;
- (m) Tyrrell Lake;
- (n) Waden Bay; and
- (o) Whelan Bay.

6 Jan 84 cN-5.1 Reg 3 s3; 7 Mar 2008 SR 8/
2008 s3.

Form of petition to establish northern municipality

4 Form A in the Appendix is the form of petition referred to in subsection 9(1) of the Act required to be used to establish a northern municipality.

6 Jan 84 cN-5.1 Reg 3 s4.

N-5.1 REG 3**NORTHERN MUNICIPALITIES (NO. 2)****Form of notice of formation of northern municipality**

5 Form B in the Appendix is the form of notice referred to in subsection 10(1) of the Act required to be used as the notice of formation of a northern municipality.

6 Jan 84 cN-5.1 Reg 3 s5.

Form of notice of public meeting

6 Form C in the Appendix is the form of notice referred to in section 12 of the Act required to be used as the notice of a public meeting to discuss a petition to establish a northern municipality.

6 Jan 84 cN-5.1 Reg 3 s6.

Form of declaration of land holding

7 Form D in the Appendix is the form referred to in subsections 33(2) and 51(2) of the Act as the form required to be used for declaring land holdings.

6 Jan 84 cN-5.1 Reg 3 s7.

Local advisory committees

8(1) Each local advisory committee shall hold at least six, but not more than 24, meetings in each year and shall hold at least one meeting every three months.

(2) The petty cash fund administered by a local advisory committee may not exceed \$2,000.

(3) Each member of a local advisory committee is entitled to receive:

(a) \$50 for each meeting of the local advisory committee; and

(b) while necessarily absent from the northern settlement and attending on any business of the northern settlement that is entrusted or delegated to the member by the minister, remuneration at a rate not exceeding \$75 per day and reasonable reimbursement for travel, food, lodging and any other out-of-pocket expenses reasonably incurred by the member.

6 Jan 84 cN-5.1 Reg 3 s8; 7 Mar 2008 SR 8/
2008 s4.

Form of oath

9 Form E in the Appendix is the form of oath referred to in section 38 and subsection 50(1) of the Act as the form required to be used for the purposes of those provisions.

6 Jan 84 cN-5.1 Reg 3 s9.

Form of bond

10 Form F in the Appendix is the form of bond referred to in subsection 53(7) of the Act as the form required to be used for the purposes of section 53 of the Act.

6 Jan 84 cN-5.1 Reg 3 s10.

Form of employer's statement

11 Form G in the Appendix is the form of employer's statement referred to in subsection 53(7) of the Act as the form required to be used for the purposes of section 53 of the Act.

6 Jan 84 cN-5.1 Reg 3 s11.

Form of financial statement and summary

12 The form of the financial statement referred to in subsection 61(7) of the Act and the summary referred to in clause 61(9)(a) of the Act are required to be in the same form as that required for an urban municipality under *The Urban Municipality Act*.

6 Jan 84 cN-5.1 Reg 3 s12.

13 Repealed. 21 Mar 97 SR 12/97 s7.

Repeal

14 All the Minister's Orders dated October 3, 1983, made pursuant to *The Northern Municipalities Act* and published in Part I of the Gazette dated October 21, 1983 are repealed.

6 Jan 84 cN-5.1 Reg 3 s14.

APPENDIX

Form A

PETITION FOR FORMATION OF A NORTHERN MUNICIPALITY

To the Minister,
Department of Northern Saskatchewan

We, the undersigned, being of the full age of 18 years and resident in the area of the Northern Saskatchewan Administration District now known as *(insert present name of community)* hereby petition as follows:

Since the area of the Northern Saskatchewan Administration District now known as *(insert present name of community)* has a confirmed taxable assessment of *(insert present confirmed taxable assessment amount)* based on *(insert 1947 or 1965, as the case may be)* assessment levels and a population of *(insert most recent census count)* persons actually resident therein, we respectfully request that the area now be formed into the *(insert town, northern village or northern hamlet)* of *(insert desired name of the northern municipality)* with boundaries as indicated on the *(map or plan)* attached to this petition.

(insert name of one of the petitioners) of *(insert mailing address)* is the contact person for all further communication respecting this petition.

*Name of Petitioner
(please print)*

*Signature of
Petitioner*

*Signature of Witness
(if Petitioner signs with an "x")*

(must be signed by at least 15 electors in the case of a petition for the formation of a town or northern village or by at least 10 electors in the case of a petition for the formation of a northern hamlet)

_____	_____	_____
_____	_____	_____
_____	_____	_____

Certification of Signatures

I, the undersigned, hereby certify that I have examined the above signatures and do personally know that the persons who have signed this petition are of the full age of 18 years and are actually resident in the area referred to in the petition.

Dated at _____, this _____ day of _____, 19 ____.

SIGNED IN THE PRESENCE OF:

Signature of Witness

Signature of one of the Petitioners

Form B

NOTICE OF FORMATION OF A NORTHERN MUNICIPALITY

Public notice is hereby given that the Minister of Northern Saskatchewan has received a petition requesting that the area of the Northern Saskatchewan Administration District now known as *(present name of community)* be formed into the *(town, northern village or northern hamlet)* of *(desired name of northern municipality)*.

Any complaints against the formation of this northern municipality must be lodged, in writing, clearly stating the reasons for opposing the establishment of the northern municipality by no later than *(at least 30 days from date of posting)* to:

The Minister
 Department of Northern Saskatchewan
 c/o Municipal Advisory & Training Branch
 P.O. Box 5000
 La Ronge, Saskatchewan S0J 1L0

Dated at _____, this _____ day of _____, 19 ____ .

*(signature of contact person named
 in petition)*

6 Jan 84 cN-5.1 Reg 3.

Form C

NOTICE OF PUBLIC MEETING REGARDING THE FORMATION OF A

(town, northern village or northern hamlet, as the case may be)

Public notice is hereby given that a public meeting for the purpose of discussing the formation of *(present name of community)* into a *(proposed form of northern municipality)* will be held on: _____, *(date and time of the meeting)*

at the: _____ *(location of meeting)* .

Dated at _____, this _____ day of _____, 19 ____ .

*(signature of contact person named
 in petition)*

6 Jan 84 cN-5.1 Reg 3.

Form D

DECLARATION OF LAND HOLDING

I, *(name of member or official)*, *(member of council or office or position held)*, of the *(name of northern municipality)* hereby declare the following list of land holdings to be a complete list of land located within the *(name of northern municipality)* that is owned by me, my spouse, any incorporated company of which I am or my spouse is a director or senior officer as defined in clause 32(c) of *The Northern Municipalities Act* and any incorporated company in which I have or my spouse has a controlling interest as defined in clause 32(a) of *The Northern Municipalities Act*.

Dated at _____, this _____ day of _____, 19 ____ .

Sworn before me at the _____ of _____ .)

in the Province of Saskatchewan, _____)

this _____ day of _____ .)

19 _____ .)

Signature of official

A (justice of the peace, notary public or commissioner for oaths in and for the Province of Saskatchewan or the mayor of the northern municipality)

6 Jan 84 cN-5.1 Reg 3.

Form E

DECLARATION OF ELECTED AND APPOINTED OFFICIALS

I, *(name of member or official)*, do solemnly promise and declare:

1 That I will truly, faithfully and impartially, to the best of my knowledge and ability, execute the office of *(insert the name of the office, or offices in the case of a person who has been appointed to two or more offices which he may legally hold at the same time)* to which I have been *(elected or appointed)* in this *(northern village or northern hamlet)*;

2 That I have not received and will not receive any payment or reward or promise thereof for the exercise of any partiality or malversation or undue execution of the said *(office or offices)*; and

3 That I am not for any other reason disqualified from holding the said *(office or offices)*.

Dated at _____, this _____ day of _____, 19 ____ .

Sworn before me at the _____ of _____ ,)
 in the Province of Saskatchewan, _____)
 this _____ day of _____ ,)
 19 _____ . _____)

Signature of Official

A (justice of the peace, notary public or commissioner for oaths in and for the Province of Saskatchewan or the mayor of the northern municipality)

6 Jan 84 cN-5.1 Reg 3.

Form F

FIDELITY BOND

(name of insurance company)

HEREINAFTER CALLED THE SURETY

FROM: _____ PREMIUM: \$ _____
 TO: _____ BOND NUMBER: _____
 REPLACING: _____
 OBLIGEE *(Hereinafter called the Obligee)*: _____
 AGENT: _____ NUMBER: _____
 DATE: _____

SCHEDULE

<i>Item</i>	<i>Name of</i>			<i>Amount of</i>	
<i>Number</i>	<i>Employee</i>	<i>Position</i>	<i>Location</i>	<i>Suretyship</i>	<i>Premium</i>

In consideration of the payment of premium and of the statements contained in each Employer's Statement, which are to be construed as warranties and a part of this contract, will reimburse the Obligee for direct loss of money or property including money or property for which the Obligee is legally liable through any dishonest or criminal act committed during the term of this bond by or through the connivance of an employee named in the Schedule, in any position or at any location.

The suretyship under this bond commences on the date indicated above and is subject to the following conditions:

1 The Surety's liability with respect to any one employee shall not exceed in the aggregate the largest amount of suretyship specified in the Schedule for such employee at the time loss occurs. In no event shall the Surety's liability with respect to any employee be cumulative even though any one or combination of the following conditions might exist:

- (a) that this bond continue from year to year;
- (b) that more than one premium be paid;
- (c) that increases or decreases be made in the amount of suretyship; or
- (d) that such employee occupy more than one position.

2 The Surety's written consent shall be obtained to any change affecting any written statement in connection with this bond made at any time by the Obligee whether such change occurs prior to, at or subsequent to the time when the affected statement was made. Otherwise, this bond shall be void.

3 The Surety shall in no event be liable in respect of any loss involving an employee under this bond unless:

- (a) the loss is discovered within two years from the termination of this bond as to that employee;
- (b) notice in writing is given to the Surety within 15 days from the date of discovery; and
- (c) Proof of Loss in itemized form supported by Affidavit or Statutory Declaration is furnished to the Surety within three months from the date of discovery.

4 The Surety shall have the privilege of examining all records and evidence pertaining to the loss.

5 No action for the recovery of any amount under this bond shall be brought against the Surety in respect of the loss covered by this bond unless it is commenced within 15 months from the date when Proof of Loss is furnished to the Surety.

6 Upon making any payment in respect of a loss under this bond or assuming liability for a loss the Surety shall be subrogated to all of the rights of recovery of the Obligee against the person or persons responsible for the loss and may bring action in the name of the Obligee to enforce those rights. If the net amount recovered, after deducting the costs of recovery, is not sufficient to fully indemnify each of the Surety and Obligee, the net amount recovered shall be apportioned between the Surety and the Obligee in the proportion that the loss has been borne by them respectively.

7 This bond shall terminate with respect to any employee:

- (a) immediately on termination of employment;
- (b) immediately on discovery by the Obligee of any dishonest or criminal act committed by the employee;
- (c) on a date specified in a written notice given by the Obligee to the Surety, or in a written notice of at least 30 days given by the Surety to the Obligee.

Termination of this bond as an entirety may be effected as provided in clause (c).
 In the event of any termination under clause (a) or (c), the Surety shall refund the unearned premium on demand.

8 If any employee becomes guilty of an offence covered by this bond, the Obligee shall, immediately on being requested to do so by the Surety, lay information before a proper officer covering and verifying the facts as required by law and shall give the Surety every aid and assistance, not pecuniary, that he, his agents and servants are capable of and which will aid in bringing the employee promptly to justice. Such action, if required of the Obligee, shall be a condition precedent to the recovery under this bond.

9 This contract is not to be altered or amended and its terms are not to be in any manner waived except in writing and signed by the President and an Underwriter of the Surety.

Underwriter

Surety

6 Jan 84 cN-5.1 Reg 3.

Form G

STATEMENT OF EMPLOYER

I am the Employer of (*name of employee*) and I have read the declarations and answers made by (*him or her*) and (*his or her*) fidelity bond application dated _____ and believe them to be true. To the best of my knowledge the applicant has always performed (*his or her*) duties in a faithful and satisfactory manner. I agree the replies to the following questions shall be taken as the basis of the Contract between me and the Surety.

- 1 If the applicant is entering your employment, did you obtain references? _____
 Who did you obtain those references from? _____
 Were they satisfactory? _____
- 2 Will the applicant have authority to sell or negotiate Securities? _____
 Will the applicant at any time hold Power of Attorney? _____
- 3 How will moneys pass through the applicant's hands; by collection _____ ,
 remittances by post _____ or other _____?
- 4 What is the largest sum the applicant will have in (*his or her*) hands at any one time? \$ _____
 How long will (*he or she*) hold that money? _____
- 5 Is the applicant required to give printed receipts from a book with counterfoils? _____
 How often will such counterfoils be examined and checked and by whom? _____

- 6 Will the applicant handle bank deposits? _____
How often will the bank books be inspected and checked and by whom? _____
- 7 Will the applicant be responsible for bad debts? _____
Are the accounts sent monthly direct to the customers? _____
- 8 How often will you balance the applicant's cash accounts and how will you check their accuracy? Please explain fully _____

- 9 Will applicant sign cheques? _____
Will such cheques be countersigned after the applicant signs them? _____
- 10 Has any person holding the same or a similar position as that to be held by applicant at any time been detected in defalcations? _____
If so, please state particulars. _____

- 11 Are books, accounts or vouchers kept by other employees in such a way that they will serve as a check on the applicant and enable you by examination and comparison to detect and discover any act of fraud or dishonesty on the part of the applicant? _____
- 12 How often will a thorough examination of the applicant's books and accounts be made by an Auditor or Expert Accountant and cash, securities, etc. be counted, compared and verified? _____
When was such an examination last made and by whom? _____
Were they found? _____

Dated at _____, this _____ day of _____, 19 ____ .

Sworn before me at the _____ of _____)

in the Province of Saskatchewan,)

this _____ day of _____)

19 _____ .)

Signature of Official

A (justice of the peace, notary public or commissioner for oaths in and for the Province of Saskatchewan or the mayor of the northern municipality)

6 Jan 84 cN-5.1 Reg 3.

Form H

Repealed. 21 Mar 97 SR 12/97 s7.