

**R.M. OF LUMSDEN NO. 189
MINUTES OF THE REGULAR MEETING
HELD ON SEPTEMBER 10, 2015**

The Lumsden Rural Municipal Council convened their regular meeting in the Council Chambers of the R.M. Office, on Thursday, September 10, 2015 at 1:04 p.m. with Reeve, Jim Hipkin presiding.

Present:	Reeve:	Jim Hipkin
	Councillors:	Kent Farago, Dale Srochenski, Ed Thorpe, Ian White, Al Szeles (arrived at 1:08pm)
	Chief Administrative Officer:	Darcie Cooper
	Financial Officer:	Sheena Carrick
	Manager of Public Works:	Leighton Watts (left at 3:28pm)

Declaration of Elected Official:

Council member Ed Thorpe, Division 4 declared his Oath of Office before Chief Administrative Officer, Darcie Cooper and Council prior to commencing his official duties.

PUBLIC WORKS REPORT:

Manager of Public Works, Leighton Watts provided a written and verbal report on various public works matters.

Public Works Report:

352-15 Farago: "That the Manager of Public Works report be accepted as presented."

CARRIED

Bridge Inspection - NE 18-19-21-W2:

353-15 Farago: "That, due to observed deterioration, we request the SARM Bridge Engineer to inspect the bridge legally located in the NE ¼ 18-19-21-W2 along 7 Bridges Road to determine what the rating of the bridge should be."

CARRIED

MINUTES:

353-15 Farago: "That the minutes of the August 13, 2015 regular meeting be approved, as amended."

CARRIED

FINANCIAL REPORTS:

Bank Reconciliation & Financial Statement:

354-15 White: "That we accept the Bank Reconciliation and Financial Statement for the period ending July 31, 2015, as presented by Financial Officer, Sheena Carrick."

CARRIED

2014 Audited Financial Statements:

355-15 Srochenski: "That we accept the 2014 Audited Financial Statement prepared by Dudley and Co., as presented by Finance Officer, Sheena Carrick."

CARRIED

DELEGATION:

2:00 p.m. Dale Osbourne, Division 2 resident, appeared before council to discuss concerns with the lack of maintenance on the grid road adjacent to SW 3-19-21-W2.

2:30 p.m. David Klug appeared before council on behalf of TransCanada to provide additional information on the Energy East Pipeline Project and request council to consider providing a letter of support for the project.

COMMITTEE REPORTS & MINUTES:

Councillor Al Szeles provided a verbal report on the Employee Committee meeting he attended on August 25, 2015.

356-15 Srochenski: "That Councillor Szeles' report be accepted as presented."

CARRIED

Saskatchewan Emergency Planners Association (SEPA) Conference:

357-15 Farago: "That we authorize Leighton Watts, Manager of Public Works and Emergency Measures Coordinator to attend the SEPA Conference in Saskatoon November 3-5, 2015 with expenses to be reimbursed by the municipality."

CARRIED

CORRESPONDENCE:

358-15 Farago: "That the attached list of correspondence and reports has been reviewed and the Chief Administrative Officer is authorized to file the same accordingly.

A. WUQWATR Wascana Creek Riparian Health Assessment Project Final Report 2015



- B. Qu'Appelle Strategic Weed Management Area (QSWMA) Project – 2015 final report – RM189
- C. SARM – Temple Liability Claim Denied
- D. SK Scrap Tire Corporation – Ltr re: Zuidervaart deadline for centralizing single scrap tire pile for pickup
- E. Lumsden & District Heritage Home – Regular meeting Minutes June 22, 2015
- F. SEPA Conference November 3-5, 2015 – Registration and Agenda
- G. Swansburg – Proposal for Community Safety Officer (Special Constable Program)
- H. Miscellaneous Publications.”

CARRIED**ACCOUNTS TO BE APPROVED:**

359-15 Thorpe: “That the list of accounts attached hereto and forming a part of these minutes and totalling \$271,352.73 are hereby approved for payment by the Reeve and the Chief Administrative Officer.”

CARRIED**STAFF REPORTS:****Administrative Report:**

Chief Administrative Officer, Darcie Cooper, provided a written report on various administrative matters.

Human Resource Policy Manual Update – Consultant Review quotes:

360-15 Farago: “That we authorize administration to receive price quotes on retaining an external human resources consultant to update the Human Resources Policy Manual that was developed in 2007.”

CARRIED**Sask Municipal Board – Curtis Subdivision Appeal:**

361-15 Farago: “That we acknowledge the decision of the Planning Appeals Committee with the Saskatchewan Municipal Board regarding their approval of the appeal submitted by Joanne and Ron Curtis to subdivide a 10 acre parcel out of Parcel C in the NE 01-19-21-W2, being a parcel size less than the minimum 21 acres allowed in the R1 Low Density Valley Residential District; and

That, due to the decision of the Sask Municipal Board to allow the subdivision we require the applicants to enter into an off-site servicing agreement, including the requirement to pay \$10,000 in off-site servicing fees; and

That we agree to accept cash in lieu of municipal reserve land dedication in the amount of \$2,000.00 as required by the Community Planning Branch.”

CARRIED**Office Services Clerk Position:**

362-15 Farago: “That we authorize Darcie Cooper, Chief Administrative Officer, to interview and hire for the position of part-time Office Service Clerk.”

CARRIED

363-15 Thorpe: “That the Administrative report be accepted as presented.”

CARRIED**APPOINTMENTS:****Joint Administration Committee:**

364-15 Farago: “That we appoint Councillor Dale Srochenski as the council representative for the Joint Administration Committee for the remainder of the term ending December 31, 2015.”

CARRIED**RCMP Consultative Group Representative:**

365-15 Farago: “That we appoint Councillor Ed Thorpe as the council representative for the Southey Detachment RCMP Consultative Group for the remainder of the term ending December 31, 2015.”

CARRIED**Wastewater Treatment Committee Representative:**

366-15 Srochenski: “That we appoint Councillor Kent Farago as the council representative for the Town of Lumsden’s Wastewater Treatment Committee for the remainder of the term ending December 31, 2015.”

CARRIED**OLD BUSINESS:****Municipal Servicing Agreement and Reimbursement of Road Servicing Costs – Policy:**

367-15 Farago: “That we agree to adopt the Municipal Servicing Agreement and Reimbursement of Road Servicing Costs Policy, also known as the “Latecomers Policy” as prepared by Crosby Hanna and Associates as attached and forming a part of these minutes.”

CARRIED**Dev. App. #2015-043 – Heritage Capital Management – SE 18-19-20-W2:**

368-15 Farago: “That we approve the development application submitted by Heritage Capital Management for the construction of three additional industrial complexes on land legally described as SE 18-19-20-W2 subject to compliance with the applicable sections contained in the municipality’s Zoning Bylaw No. 7-2012.”

CARRIED

M-11

NEW BUSINESS:**Tax Abatement – Rybchuk:**

369-15 Farago: "That we agree to abate the taxes as detailed below on land legally described as NE 04-20-20-W2, to owner Brian & Christine Rybchuk in consideration of an exemption under Clause 293(2)(e) of *The Municipalities Act* on land owned or leased in the RM of Cupar:

Municipal \$1,186.14 School \$463.94 Total \$1,650.08."

CARRIED**Tax Abatement – Charlebois:**

370-15 Farago: "That we agree to abate the taxes as detailed below on land legally described as SW 01-21-22-W2, to owner Rory Charlebois in consideration of an exemption under Clause 293(2)(e) of *The Municipalities Act* on land leased in this municipality:

Municipal \$258.87 School \$159.35 Total \$418.22."

CARRIED**Tax Abatement – Eddy:**

371-15 Farago: "That we agree to abate the taxes as detailed below on land legally described as SE 21-29-21-W2, to owner Mathew & Kali Eddy in consideration of an exemption under Clause 293(2)(e) of *The Municipalities Act* on land leased in this municipality:

Municipal \$374.16 School \$146.35 Total \$520.51."

CARRIED**APAS Membership:**

372-15 White: "That we acknowledge the end of the transitional membership period with the Agricultural Producers of Saskatchewan and decline participation of a regular membership with the organization."

CARRIED**SARM Safety Excellence Leadership Training:**

373-15 Farago: "That we authorize all Public Works staff to attend the SARM Safety Excellence Leadership Training Modules 1 and 2 to be held on November 4, 2015 in Regina, with expenses to be reimbursed by the municipality."

CARRIED**Allnorth Proposal – Bridge – SE 5-20-20-W2:**

374-15 Srochenski: "That we agree to proceed with the detailed engineering proposal submitted by Allnorth Engineering Limited for the bridge to culvert replacement of the bridge structure, also known as the "Graf Bridge", legally located at SE 5-20-20-W2 at an estimated cost of \$21,304.00."

CARRIED**Development Levy Bylaw – Engineering Estimate:**

375-15 Farago: "That we agree to defer the Development Levy Bylaw engineering study, estimated cost of \$29,620.00 from Allnorth Engineering, to the 2016 year to be considered during budget deliberations."

CARRIED**Allnorth Proposal – Grid 734:**

376-15 Farago: "That we agree to proceed with the detailed engineering proposal submitted by Allnorth Engineering for the Grid 734 Rehabilitation Strategy at an estimated cost of \$9,620.00 to be funded through the Pavement Reserve."

CARRIED**Dev. App. #2015-042 – Tie Code Removal Subd. – SE 01-19-21-W2 - Molnar:**

377-15 Farago: "That we recommend approval of the subdivision application submitted by Albert Molnar to the Director of the Community Planning Branch of the Ministry of Government Relations for a tie code removal and cut off parcel subdivision of land legally described as SE 01-19-21-W2 subject to the following:

- Signing of a servicing agreement, including the requirement to pay \$10,000 in off-site servicing fees
- Cash in lieu of municipal reserve in the amount of \$2,000 if deemed applicable by Community Planning
- Comments received from neighboring landowners be provided to Water Security Agency and Community Planning for their consideration."

CARRIED**Pumpkin Hollow Operation:**

378-15 Farago: "That we authorize administration to seek advice from the municipal solicitor regarding the business operations at Pumpkin Hollow in relation to the municipality's planning documents and approvals."

CARRIED**Grid 734 & 641 – Additional Hot Mix:**

379-15 Farago: "That we agree to proceed with the additional hot mix paving on Grid 734 at an estimated cost of \$48,000 and on Grid 641 at an estimated cost of \$11,000 to be funded through the Pavement Reserve."

CARRIED**In Camera Session:**

380-15 White: "That we agree to go in-camera at 6:27 p.m. excluding staff."

CARRIED

M-11

Reconvene:

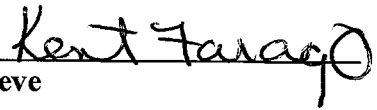
381-15 White: "That we agree to reconvene the meeting at 7:13 p.m."

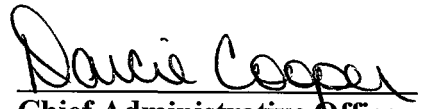
CARRIED

Adjournment:

382-15 Srochenski: "That we adjourn the meeting at 7:35 p.m."

CARRIED


Reeve


Chief Administrative Officer



R.M. OF LUMSDEN No. 189

Adopted by Council Resolution No. 367-15 – September 10, 2015

Policy **Municipal Servicing Agreements and Reimbursement of Road Servicing Costs**

1 Purpose

To establish municipal policy for the re-imbusement of front end road servicing costs, in part, to a developer who has been required under the provisions of a servicing agreement to pay servicing agreement fees for costs of road improvements to a proposed subdivision. In the course of providing for the required road, the developer will be providing a benefit to other land owners in the area that may subsequently decide to subdivide their land. A municipality may include re-imbusement provisions in a servicing agreement with the first in developer first-in developer or current land owner, as appropriate, to recover a proportionate share of road improvement costs through servicing agreement provisions with latecomer developers. Such fees will be paid to the municipality by the latecomer developer and reimbursed to the first in developer or current land owner, as appropriate.

2 Authority

Section 172(3)(b) of The Act provides that a municipality may require a servicing agreement prior to subdivision approval to provide for the payment of fees by the applicant for payment in whole or part for the capital cost of providing infrastructure within or outside the proposed subdivision that directly or indirectly serves the proposed subdivision.

Section 173 (d) of The Act provides that a servicing agreement may provide for re-imbusement of servicing agreement fees collected by a municipality under a servicing agreement (together with any accrued interest on the money collected) from the payment of servicing agreement fees by a subsequent developer whose land benefits from the provision of infrastructure provided under a previous servicing agreement.

3 Definition of Terms

Benefitting Area:

means any land which receives access via a road improved pursuant to a servicing agreement, and may include land that will be accessed by the construction of an extension of the improved road.

Cost of Road Improvements:

shall include:

- a) land or right of way acquisition costs;
- b) actual construction costs; and,

- c) design and inspection costs by a certified professional engineer.

The cost of road improvements shall not include any road enhancements provided by the municipality subsequent to the construction of the road under the provisions of a servicing agreement with a first-in developer.

First-in Developer:

means a subdivision applicant or developer who is required, under the provisions of a servicing agreement, to pay for the construction of a road to provide access from the existing municipal road system to the proposed subdivision.

Current Land Owner:

Means the owner of the land, which was subdivided by the First-in Developer, on the date the Council approves the servicing agreement with the Latecomer Developer.

Latecomer Developer:

means a subdivision applicant or developer who subsequently proposes to subdivide land in the benefitting area and is required under the provisions of a serving agreement to pay Latecomer Charges to re-imburse the First-in Developer or Current Land Owner, as appropriate, for a proportionate share of The Cost of Road Improvements.

Per Metre Latecomer Charge:

shall be calculated based on the cost of road improvements divided by the total frontage of all land in the benefitting area on the improved road. The total frontage, noted above, shall include the frontage of the land being subdivided as well as the frontage of the remainder of the land in the original title of the land being subdivided. Where land is subsequently subdivided that will be accessed by the construction of an extension of the improved road, and which hasn't originally been included in the Benefitting Area, the Per Metre Latecomer Charge will be pro-rated to reflect the inclusion of the additional frontage.

EXAMPLE: The Benefitting Area was originally calculated to have a frontage of 4,000 metres. The Cost of Road Improvements was \$500,000 resulting in a latecomer charge of \$125 per metre. At the time the Benefitting Area was originally calculated, it was not contemplated that the road would be extended to accommodate a future subdivision. However, a subdivision is subsequently submitted which would benefit from the original road improvement and would require an extension to the improved road. As a result, the frontage of the Benefitting Area is increased from 4,000 metres to 5,000 metres and the per metre latecomer charge would be pro-rated to reflect the additional frontage. This would result in a reduction of the latecomer charge to \$100 per front metre. Note, the extension of the improved road is calculated and charged separately.

Latecomer Charge:

shall be calculated for land in the benefitting area based on the per metre latecomer charge multiplied by the total frontage of lots in the proposed subdivision.

4 Servicing Agreement Reimbursement Provisions

A servicing agreement that provides rights to re-imbursement of a proportionate share of road improvement costs to the first-in developer or current owner, as appropriate, shall include the following provisions:

a) *Identification of Benefitting Area*

A map which identifies all properties in the benefitting area including a list of legal descriptions and the names of registered owners shall be furnished by the developer.

b) *Cost of Road Improvement*

The municipal engineer will confirm the cost of road improvement for the municipality at the developer's expense for inclusion in the agreement. Where the developer constructs the road, the developer shall submit copies of all invoices which have been paid for this construction to the municipality. The municipal engineer shall review these invoices to confirm that they are reasonable and apply only to the cost of road improvements as defined herein.

c) *Time Period for Reimbursement*

The agreement shall state a specific time period (e.g. 10 to 15 years), to which the rights to reimbursement will apply based on the recommendation of the municipal engineer furnished at the developer's expense. An option for extending the agreed upon time period may be included in the agreement under the same terms as noted above should the life expectancy of the road exceed initial expectations.

d) *Per-metre Latecomer Charges*

The identification of the per-metre latecomer charges for the benefitting area will be identified by the municipality in the agreement.

5 Other Considerations

There are a number of additional considerations that the municipality may wish to address in relation to enacting a reimbursement policy in servicing agreements:

a) *Exceptions to Policy*

All existing properties in the benefitting area including all agricultural holdings and any existing farmstead or country residential site, will be unaffected by the latecomer servicing agreement policy unless they choose to subdivide their property. All subdivisions in the benefitting area subsequent to a first in servicing agreement will be subject to latecomer charges. The only exemption will be

granted by the municipality for the subdivision of an existing farmstead for residential retirement purposes

b) *Appeal Provisions*

The reimbursement provisions in either a first-in or latecomer servicing agreement shall constitute a term or condition of a servicing agreement as authorized pursuant to Section 172 of the Act. A subdivision applicant has the right of appeal to the Saskatchewan Municipal Board pursuant to Section 176(1) of the Act concerning a dispute arising out of the terms or conditions of a servicing agreement.

c) *Municipality Not Liable*

The Municipality shall not be liable to the first-in developer or current land owner, as appropriate, should the Municipality be unable to collect a Latecomer Charge for any reason whatsoever.

Prepared by Crosby Hanna & Associates, August 2015

FORM A
[Section 3]


Oath—member of council

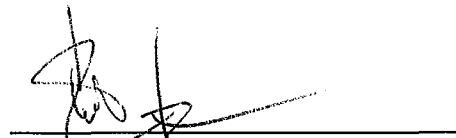
I, **EDWARD THORPE**, having been elected to the office of **Division 4 Councillor** in the **Rural Municipality of Lumsden No. 189**,

DO SOLEMNLY PROMISE AND DECLARE THAT:

- 1 I will truly, faithfully and impartially, to the best of my knowledge and ability, perform the duties of this office;
- 2 I have not received and will not receive any payment or reward, or promise of payment or reward, for the exercise of any corrupt practice or other undue execution of this office;
- 3 I will disclose any pecuniary interest as required by and in accordance with *The Municipalities Act*.

DECLARED before me at
Lumsden, Saskatchewan
this 10th day of September, 2015.


A Commissioner for oaths in and
for Saskatchewan



Signature of Declarant

My appointment expires May 31, 2019