



To: Mayor and Members of Council

April 26, 2010

Re: Tax Abatement Parcel G – Great Plains Leaseholds

### **Background**

Property assessment is the process of determining a property's fair value for property tax purposes as of a specific date. In 2009, the Saskatchewan Assessment Management Agency (SAMA) incorrectly assessed a property and taxes were imposed on the parcel which now appears as being in arrears.

The purpose of this report is to seek authorization from Council to abate the property taxes to correct the error.

### **Discussion**

*The Municipalities Act*, Section 274, provides that, if a council considers it equitable to do so, it may generally or with respect to a particular taxable property or class of property, do one or more of the following, with or without conditions:

- (a) Cancel or reduce tax arrears
- (b) Cancel or refund all or part of a tax
- (c) Defer the collection of a tax

Parcel G, which was owned by Great Plains Leaseholds Ltd, was subdivided in November of 2008 into four lots. In consideration of this, Parcel G should not have been included on the assessment maintenance list provided by SAMA but they were. As a result of the oversight, Great Plains was assessed taxes on the parcel of land and again on each of the four lots. Great Plains Leaseholds has paid the taxes on the subdivided lots which are appropriate but Parcel G taxes remains in arrears. To correct the error as per legislative protocol, the Administration is proposing that the taxes on the Parcel G, Great Plains Leaseholds Ltd, be abated.

## **Budget Implications**

The amount owing on Parcel G, Great Plains Leaseholds Ltd. is \$325.98. Abatement of these taxes would meet legislative protocol requirements, provide the appropriate financial accountability and correct the SAMA error. There would be no budget implications associated with this procedure.

## **Conclusion**

It is important that procedures prescribed in *The Municipalities Act* are followed in order to protect the rights of both property owners and the municipalities. Parcel G, owned by Great Plains Leaseholds Ltd., was assessed in error in 2009 and taxes were imposed on the land parcel and the lots. Authorization by Council is required to abate the taxes for Parcel G in the amount of \$325.98 to correct the SAMA assessment oversight.

## **Recommendation**

Your Administration recommends that;

- 1) Council abates the tax arrears for Parcel G in the amount of \$325.98 which was inadvertently assessed by SAMA and subsequently charged to Great Plains Leaseholds Ltd.

Respectfully submitted,



Bryan Dimen,  
Town Manager



To: Mayor and Members of Council

April 26, 2010

Re: Fire Prevention Agreement – Town of White City and the RM of Edenwold

## **Background**

Council, at their April 12, 2010 Regular Meeting of Council, considered an Administrative report concerning the renewal of the Fire Protection Agreement with the RM of Edenwold. Council adopted the following resolution:

1. Council directs the Town representatives on the White Butte Regional Planning Steering Committee to formally request that the Committee undertake a formal review of fire protection for the region under the auspices of the Committee; and
2. Council directs the Administration to negotiate the Fire Protective Services Agreement for the period of April 1, 2010 to December 31, 2010 using a remuneration formula based on the Saskatchewan CPI.

The Administration has completed discussions with the RM of Edenwold with respect to the aforementioned recommendation No. 2. The purpose of this report is to seek Council approval for a new Fire Protection Service Agreement for the period April 1, 2010 to December 31, 2010 with the RM of Edenwold.

## **Discussion**

The RM of Edenwold was provided with the Fire Protection Agreement Report that had been prepared by the Town Manager for the April 12, 2010 White City Council meeting. The report proposed that White City enter into a 9 month agreement with the RM and that the RM's remuneration be increased by applying a formula based on the Saskatchewan CPI for the period 2005 to 2009. This would result in the RM paying to the Town of White City \$37,500.00 for the 9 month period, April 1, 2010 to December 31, 2010. The RM considered the report and concurred in the recommendations.

Attached hereto is the proposed Fire Protection Agreement between the Town of White City and the RM of Edenwold for the period April 1, 2010 to December 31, 2010 inclusive. The Administration has reviewed the Agreement and supports the terms and conditions including the proposed remuneration in the amount of \$37,500.00.

## **Budget Implications**

The previous 5 year Fire Protection Agreement with the RM of Edenwold that expired on March 31, 2010 represented a cost to the RM of \$3,750.00 / month. The proposed agreement with the applied CPI adjustment represents an increase in RM remuneration to the Town of \$415.00 / month or \$3,735.00 for the 2010 calendar year.

## **Conclusion**

The 5 year Fire Protection Agreement with the RM of Edenwold expired on March 31, 2010. The RM proposed to renew the Agreement on the same terms for another 5 years. Following a meeting with RM representatives and your Administration it was agreed that an agreement for the period April 1, 2010 to December 31, 2010 would be beneficial for all parties. It was further agreed that there would be a marginal increase in remuneration paid by the RM to the Town based on the Saskatchewan CPI and that the matter of a more detailed review would be referred to the White Butte Regional Steering Planning Committee for a more comprehensive and detailed review. The RM has reviewed the proposed Agreement and concurs.

## **Recommendation**

Your Administration recommends that:

1. Council approves the Fire Protection Agreement with the RM of Edenwold for the period April 1, 2010 to December 31, 2010.

Respectfully submitted,



Bryan Dimen,  
Town Manager

## **Fire Protection Agreement**

This Agreement made this 20 day of April, 2010.

BETWEEN:

**THE TOWN OF WHITE CITY**  
(hereinafter referred to as the "Town")

OF THE FIRST PART

**THE RURAL MUNICIPALITY OF EDENWOLD NO. 158**  
(hereinafter referred to as the "RM"))

OF THE SECOND PART

WHEREAS the RM wishes to obtain fire suppression services from the White City Fire Department which is owned, operated and maintained by the Town (hereinafter called the "Fire Department"); and

WHEREAS Section 8 (1) and Section 42 of *The Municipalities Act* provides for the entering into agreements for the furnishing or receiving of fire-fighting or fire prevention services or equipment between municipalities;

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the premiss and mutual covenants, the parties hereto do hereby agree as follows:

### **Article I**

- 1.01 It is understood and agreed that the Town is to provide fire pumper services, water tanker and First Responder services to the residents of all areas within the RM provided that all agreements with other Fire Departments are intact. The first response area is within the area outlined in red on the attached map forming part of this agreement as Schedule A.
- 1.02 The Town shall begin performing the obligations stated in Article 1.01 the day following the execution of this Agreement. It is understood that each party to this Agreement must adopt the terms of this Agreement by Council resolution prior to execution.

### **Article II**

- 2.01 This Agreement is subject to the following conditions for benefit of the Town:
  - (a) Dispatching of the Fire Department to the scene of a fire will be the responsibility of the Town Fire Chief, or his designate; all actions shall be in accordance with the standard operating guidelines of the Fire Department and in accordance with the provisions of this Agreement.

## **Fire Protection Agreement**

- (b) The Town makes no representations or warranties as to the condition, adequacy, nor sufficiency of the vehicles, equipment or personnel of the Fire Department.
  - (c) In the event that a fire should occur in both the Town and the RM at the same time, the Fire Department shall firstly attend to the fire in the Town; and if a fire should occur in the Town while the Fire Department is attending to a fire in the RM, the Town Fire Chief or his designate may withdraw the Fire Department from attending the fire in the RM at the discretion of the Fire Chief or his designate.
  - (d) In the event of inclement weather or poor road conditions existing, the Town Fire Chief or his designate may, in his sole discretion, decide not to dispatch the Fire Department in answer to a call for fire assistance in the RM.
  - (e) In the event the Fire Department is not equipped or capable of fighting any particular fire, the Town Fire Chief or his designate may withdraw the Fire Department from attending, commencing or continuing to fight such fire.
- 2.02 The Town covenants and agrees for the benefit of the RM as follows:
- (a) The Town shall maintain the equipment of the Fire Department in such operating order as will allow the Fire Department to fulfill its obligations hereunder.
  - (b) The Town shall respond to any fire in the RM as may be required hereunder and in accordance with the standard operating guidelines of the Fire Department, subject to the terms and conditions of this Agreement.
  - (c) The Town shall engage such fire-fighting personnel as may be required to provide the services required hereunder.

### **Article III - Mutual Assistance**

- 3.01 The RM covenants that the Town Fire Chief or his designate shall have the right to decide before, or upon attendance at a fire, that backup or additional fire equipment from any other fire department is required; and in this event the RM will honour payment for any charges made by those respective fire departments required as backup.
- 3.02 The RM further agrees that if the Fire Department is unable to respond to a call within the RM, the Town Fire Chief or his designate may request another fire department to respond to the fire; and in this event, the RM shall guarantee payment of all call out fees to the fire department so responding.
- 3.03 The RM further agrees that there is no designation service area for any department having a fire suppression agreement with the RM; and that each department has the right to invoice for fire call outs if more than one department attends and participates at a fire scene. It is further understood that the Town will not invoice for call outs where another fire department first arrived and the White City Fire Department did not actively participate in fighting the fire.
- 3.04 If fire calls occur on RM roads or a highway the Town will bill SGI directly, where SGI accepts liability.

## **Fire Protection Agreement**

### **Article IV - Liability**

- 4.01 Except in the case of gross negligence, the RM covenants and agrees to waive and discharge all claims, demands, suits and actions that it may have at any time against the Town, the Fire Department, and firefighters of the Fire Department that may occur or arise as a result of the performance of the Fire Department hereunder in attending and participating in extinguishing a fire, or withdrawing from a fire or failing to attend to fight a fire.
- 4.02 Except in the case of gross negligence, the RM undertakes and agrees to indemnify and save the Town harmless from any and all claims, suits or demands made against the Town by residents of the RM and claimants against the RM of whatsoever nature arising out of or resulting from the actions undertaken by the Fire Department in accordance with the terms and conditions of this Agreement.

### **Article V - Miscellaneous Obligations**

- 5.01 The RM shall appoint during the term of this Agreement, a Local Assistant to be responsible to carry out the Local Assistant duties as required by The Fire Prevention Act, 1992.
- 5.02 The RM shall appoint emergency contact telephone numbers, including that of the Local Assistant for purposes of obtaining authorization to incur necessary costs over and above that listed in Article VI.
- 5.03 The Fire Chief or his designate shall provide the Administrator of the RM of Edenwold with a copy of the "Fire Department Report" and Response Information" within 24 hours of responding to a fire call within the RM.

### **Article VI - Remuneration**

- 6.01 The RM shall pay the Town the sum of \$37,500.00.
- 6.02 The RM shall pay a false alarm fee as follows:
- |  |                |
|--|----------------|
| first call                                 | no fee charged |
| second call (same location)                | \$250.00       |
| third and subsequent calls (same location) | \$500.00       |

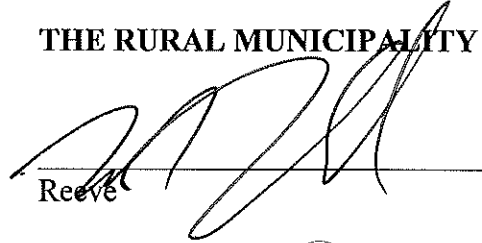
### **Article VII - Term**

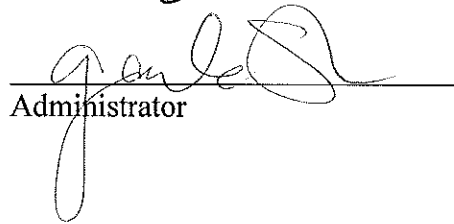
- 7.01 The term of the Agreement shall commence April 1<sup>st</sup> and end on December 31, 2010. This Agreement may only be extended by execution of a new Agreement.
- 7.02 It is agreed by the parties hereto that either party may terminate this Agreement by providing 60 days written notice to the other party.

**Fire Protection Agreement**

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

**THE RURAL MUNICIPALITY OF EDENWOLD NO. 158**

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



**THE TOWN OF WHITE CITY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

SEAL

# **Fire Protection Agreement**

## **Article I - Schedule "A"**





To: Mayor and Members of Council

April 26, 2010

Re: Development Agreement – Bower West Phase II – Hwy #48 and Lott Road Intersection.

### **Background**

If February 2010, Council adopted a resolution approving the Development Agreement for Bower Estates West Phase II – Great Plains Leasehold Ltd. The proposed subdivision provides for access to the No. 48 Highway from Lott Road. The Agreement includes a clause that acknowledges the Developers responsibilities for the connection as follows:

“The developer agrees to provide the Town copies of the detailed design plans for the intersection at Lott Rd. connecting to Highway No. 48. Such design shall carry the seal of a professional engineer for same to sign by him. The developer agrees to provide a street light at the intersection and split the cost of the flashing light if required.”

The Administration has received the detailed design for the Highway approach pursuant to the aforementioned Agreement clause. The purpose of the report is to present the report findings for Council’s consideration and subsequent direction.

### **Discussion**

The detailed design was provided by Associated Engineering (AEL) on behalf of Great Plains Leaseholds Ltd. AEL acknowledges that locating a highway intersection on a super elevated curve, which describes this intersection, is not recommended. Given that the intersection has already been approved by Council and is within the Town limits AEL proposes that it can be made safer by implementing the following measures:

1. Suggest reducing the speed at the Town limits to 60 km/hr;

2. Install a flashing "important" intersection ahead sign at the 300m sight line limit;
3. Convert the existing southbound gravel shoulder to a paved right turn lane. The TAC guideline suggests a 49 m length for this turn lane. The attached sketch (Appendix "A") shows a 50 m long turn lane. Additional fill will be required to support this turn lane;
4. Construct a "safety" approach opposite the Lott Road entrance to provide a safe haven if vehicles leaving the subdivision start sliding on the super-elevated grade; and
5. Town to give this intersection a maintenance priority to clean, sand or salt in slippery conditions.

It is important to note that there are cost implications for the Town associated with the implementation of the safety measures. The Developer, as noted in the Development Agreement, is responsible for the installation of one street light at the intersection and to cost share one flashing "important" intersection ahead sign.

The improvements related to paving the existing gravel shoulder on the southbound land to serve as a turn lane and the construction of a "safety" approach opposite Lott Road entrance would be at the Town's expense. While your Administration supports the proposed safety improvement in general we offer the following comment:

- Reduction of Town limit speed to 60 km: This action will be initiated by Administration at minimal cost to the Town ;
- The cost of the flashing "important" intersection sign will need to be determined;
- The proposal to "convert the south bound shoulder lane into a paved "turn lane" has merit and will need to be costed. It would be a Town expense.
- The "safety" approach opposite Lott Rd., while having merit would be made safer by extending the shoulder along the northbound lane sufficient to allow north bound traffic to maneuver around traffic turning left onto Lott Rd. The Administration believes this would be a longer term and safer condition than the proposed "safety" improvement. This initiative would need to be costed and would be at the Town's expense.

## **Budget Implications**

The Administration will need to obtain cost estimates for the safety improvements that are being proposed and are the Town's responsibility. The cost estimates would be identified and included in the Town's Five Year Capital Budget which would be subject to Council's approval.

## **Conclusion**

The Developer of the Bower Estates East Phase II subdivision has met their obligations with regards to the detailed design requirement for the Lott Road and Highway #48 intersection. The more significant safety improvements proposed for the intersection would be at the Town's expense. It will be necessary, therefore, for the Administration to determine the cost of the improvements and incorporate them into the Town's Five Year Capital Budget. The improvements proposed for the intersection are important to the long term safety of the residents and Highway users. It is proposed, therefore, that the formal connection to Highway #48 off of Lott Road not be completed until all the safety improvements are in place.

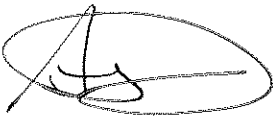
## **Recommendation**

Your Administration recommends that;

1. Council approves the following safety improvements for the Lott Rd. and Highway #48 intersection:
  - a) reduce the speed at the Town limits to 60 km/hr;
  - b) Install a flashing "important' intersection ahead sign at the 300m sight line limit;
  - c) Convert the existing southbound gravel shoulder to a paved right turn lane.
  - d) Construct a northbound shoulder lane opposite Lott Road entrance to provide vehicles traveling north an area to maneuver around vehicles that may be turning left on Lott Rd and to serve as a safe haven for vehicles leaving the subdivision start sliding on the super-elevated grade; and

- e) Town maintenance to give the intersection a maintenance priority in the winter to clean, sand or salt in slippery conditions.
2. Council directs the Administration to obtain cost estimates for the approved safety improvements for inclusion in the Town's Five Year Capital Budget; and
3. Council directs that the formal connection off Lott Rd to the No. 48 Highway not be completed until all the approved safety improvements are in place.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Bryan Dimen', enclosed within a hand-drawn oval.

Bryan Dimen,  
Town Manager



To: Mayor and Members of Council

April 26, 2010

Re: A Bylaw to Establish an Emergency Management Organization

## Background

*The Emergency Planning Act, Section 9* provides that every local authority shall:

- a) Establish a local emergency measure organization;
- b) Appoint a person as a local emergency measure coordinator; and
  - Establish a local emergency planning committee composed of the emergency measures coordinator; and
  - Any other person the local authority considers necessary.

The purpose of this report is to formally establish the Town of White City Emergency Management Organization (EMO) through bylaw and appoint the emergency measures coordinator. These actions would ensure the Town of White City is compliance with the legislation requirements of *The Emergency Planning Act, 1989*.

## Discussion

Council, recognizing the need to have an emergency plan in place to effectively mitigate and manage an emergency or crisis, developed an Emergency Planning Committee several years ago. Under the recent guidance of Councilor Bjola, the Committee has received the Basic Emergency Management Training and prepared an outline of an emergency plan. They have also determined that one of the first steps towards the development of an emergency plan is the formal establishment of an EMO and the appointment of an Emergency Coordinator. Attached hereto as Appendix "A" is Bylaw No. 538-10, which the Committee is proposing that Council adopt. The Bylaw, once executed through Council, would provide the legislative framework for the Council to create a local EMO. The Bylaw also defines the responsibilities of the coordinator and establishes membership on the Emergency Management Operation (EMO) Committee. In addition to developing the Bylaw, the Committee would also submit that Mr. Richard Thiele be appointed to serve as the Emergency Coordinator.

The appointment has been discussed with Mr. Thiele and he has agreed to fulfill this important role if appointed by Council.

### **Budget Implications**

There are no budget implications associated with this report.

### **Conclusion**

*The Emergency Planning Act 1989*, provides that every local authority shall establish an Emergency Measure Organization and appoint a person and a local Emergency Planning Committee. The Emergency Planning Committee previously created by Council to establish an emergency plan for the community is proposing that Council adopt *Bylaw No. 538-10*, attached hereto as Appendix "A". The Bylaw once adopted, would formally establish an Emergency Management Organization. The Committee is also proposing that Mr. Richard Thiele be appointed to serve as the Emergency Coordinator.

### **Recommendation**

Your Administration recommends that;

1. Council gives three readings of *Bylaw No. 538-10*; A Bylaw to Establish an Emergency Coordinator and an Emergency Management Organization; and
2. Council appoints Mr. Richard Thiele as that Emergency Coordinator.

Respectively submitted,



Bryan Dimen

Town Manager