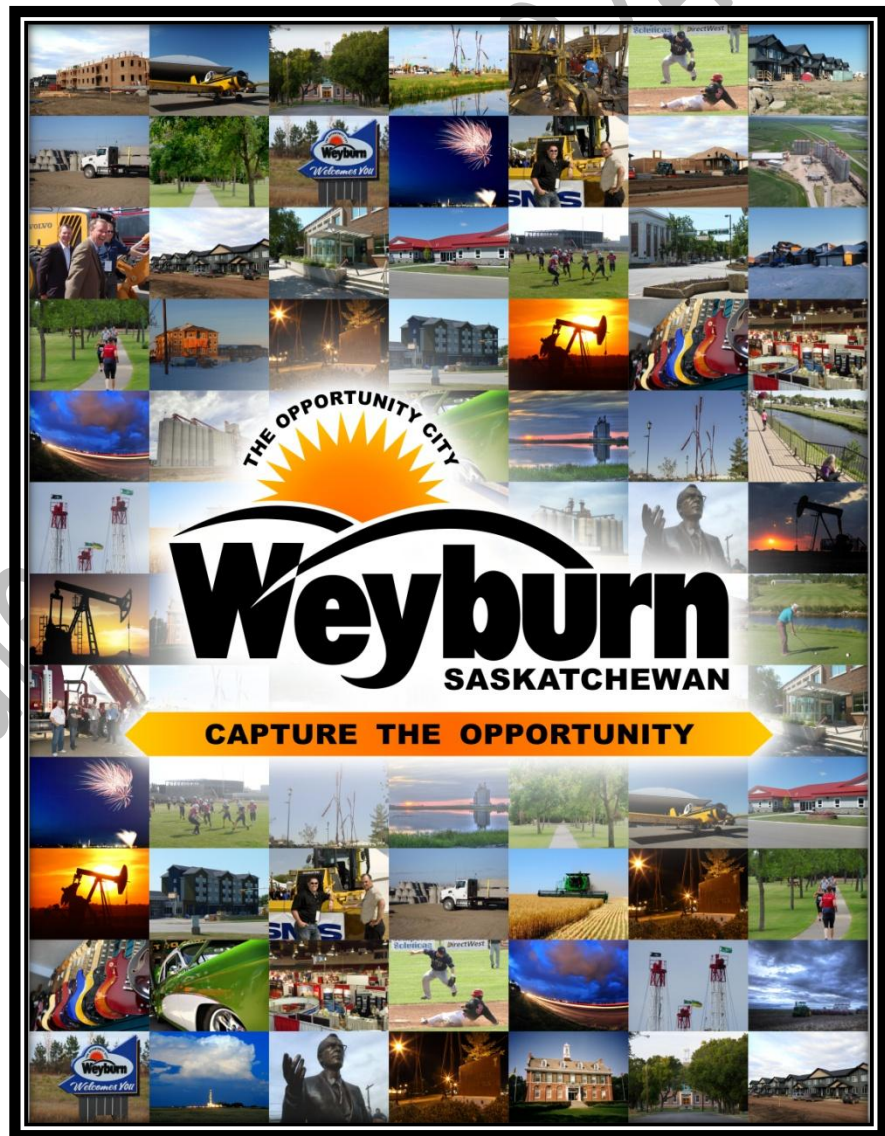


Weyburn Planning
District

District Plan



January 2014

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Section 1: Introduction

On behalf of City Council and the entire City of Weyburn, I would like to congratulate everyone involved in the process of putting together the District Plan.

This plan has been a long time in the works and has required a great deal of discussion, cooperation, skill and diligence. Along the way, it has proven to be a great relationship builder between the City and the R.M. of Weyburn. The City is very blessed to have such a strong, positive relationship with the R.M. This document proves how valuable those ties have been for both parties.

Weyburn and the surrounding area have enjoyed a tremendous period of growth in recent years. Growth can be a good thing for our City, if it is managed properly. However, there are many examples across Canada of cities that have failed to anticipate the effects of growth and have paid the consequences.

By taking the time now to plan ahead for future land uses, we can ensure that our growth will mean more economic opportunities and stability for our citizens. It will also create future investors to plan their activities in the Weyburn district with greater clarity and certainty.

All of this has been made possible through the constructive and mature working relationship that has been built up over the years between the rural and urban parts of our district. Our City and R.M. have one of the best working relationships in the province. That has not come about through sheer chance or good fortune but rather through the focused and respectful efforts of many people.

Once again, congratulations on this important work.

Regards,

Debra Button
Mayor of Weyburn

The RM of Weyburn is pleased to be a part of the Weyburn District Regional Planning Commission. We along with the City of Weyburn have worked hard to develop this plan to not only meet the needs of our respective municipalities but also to support ratepayers and developers who choose to make our district their home and the location of business operations.

We have not only developed a plan but we have also developed and fostered a relationship based on respect and cooperation. By identifying areas of joint interest and establishing guidelines for future development in those areas, we have ensured that consistent and accurate information will be provided to our communities as well as to existing and future developers. We look forward to continuing to build on this relationship and this plan to ensure growth and development in our area continues to be successful."

Thank you,

Carmen Sterling
Reeve of the Rural Municipality of Weyburn No. 67

1.1 Background

The intent of this District Plan is to establish a framework for the orderly, beneficial and co-operative development of the participating municipalities with a recognition that we are stronger as local governments when we work together to improve our region. This Plan is a keystone to the new working relationship between the parties and will establish the context of the planning discussed at the advisory district planning commission. The principles of cooperation, collaboration, coordination and communication are integral to the success of this relationship and the partnering municipalities uphold these principles as essential to moving the Weyburn Region forward with growth and development in a way that benefits our citizens.

The Weyburn Planning District comprises the Rural Municipality Weyburn No. 67 and the City of Weyburn.

This intermunicipal planning process reviewed Provincial Legislation and Regulations, regional, and local policies to create a long range vision for the Weyburn Planning District. Numerous studies have occurred over the years and the intent of this Plan is to tie together all the previous work that had been done and to provide over-arching policies which identify and promote the development potentials of the Region through the creation of a working/guiding Plan.

The Shared Values of the Municipalities are:

Shared Values

- ✓ Planned, Balanced and Sustainable Economic Growth;
- ✓ Mutually beneficial partnerships and intermunicipal collaboration;
- ✓ The maintenance of a high quality of life for citizens is important;
- ✓ Efficient, Effective, and Sustainable Infrastructure;

The Goals of the Planning District are:

Goals

- ✓ Growth will not negatively impact the natural, economic or municipal assets of the Region.
- ✓ The quality of life for citizens will be maintained or improved by growth.
- ✓ Cooperative inter-municipal planning.
- ✓ A responsive region where planning decisions consider and balance the interests of all stakeholders.
- ✓ Realizing joint municipal interests and sharing opportunities/efficiencies.
- ✓ Regional economic development opportunities.
- ✓ Sustainable regional revenue sharing options where services are shared.
- ✓ Developers want to do business in the region.
- ✓ Plans are based on relevant information and informed by appropriate engineering studies and reports.
- ✓ Intermunicipal planning and regional growth is respectful and balanced, having regard for the economic, social, cultural and environmental interests of all stakeholders in the development of the region.
- ✓ Regionally coordinated infrastructure across jurisdictional boundaries.
- ✓ Compatible land use and development along highways, future City growth areas and municipal fringes.
- ✓ To foster a safe, secure and healthy environment.

1.2 Purpose of this Plan

Purpose

The Weyburn Planning District Plan (District Plan) provides a joint approach to address future land use, fringe development and other matters of inter-municipal or regional concern affecting lands in the participating municipalities. This District Plan promotes orderly, efficient and sustainable development throughout the Planning District and will reduce uncertainty for the public and private sectors respecting the future use of land by encouraging well-planned development in the identified areas of the Joint Management Area and Future Growth Study Areas.

This District Plan encourages development benefiting the participating Municipalities and the region as a whole. Specific development suitability review issues including design, transportation access, utility needs, servicing availability, business diversification, community connectivity and other issues will be governed by individual municipal planning bylaws. This Plan recognizes that development is an ongoing activity requiring flexibility to maintain the Plans relevance and provide the most suitable direction for the growth of the Region.

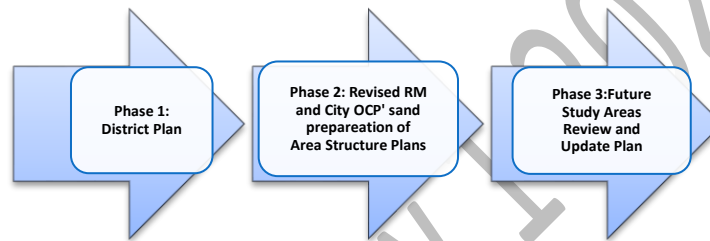
1.3 Authority of the Plan: Enabling Legislation

The Planning and Development Act, 2007, provides the legislative framework for the preparation and adoption of a District Plan. This Plan addresses and guides future land use, development and other matters of regional concern affecting lands in the Weyburn Planning District.

As a higher order statutory document, individual municipal Official Community Plans (OCP) and Zoning Bylaws must be consistent with this Plan to advance the vision, goals and objectives of the Planning District. The Plan's land use policy areas illustrated on the Future Land Use Maps in Appendix "A" provide geographic references for the Planning Districts policies. This Plan establishes procedures for conflict resolution and provisions for administration, amendment, and Plan repeal.

1.4 Timing of the Plan/Phases

This District Plan is intended to guide the Planning District in a strategic manner. This Plan will ensure the most logical and efficient development of the Planning District into the future. Consideration will be given to the existing developed areas of the two municipalities, available water resources, productive lands, and the need for the extension of servicing and infrastructure to provide a sustainable and comprehensive growth pattern.



1.5 District Planning Process

The Weyburn Planning District was created in response to City and RM of Weyburn growth, which was happening rapidly and sometimes in conflict of the neighbouring community's interests. The Planning for Growth Funding made available to municipalities in the fall of 2010 was a catalyst to establish a Steering Committee and Terms of Reference in 2010, and authorized the preparation of the Weyburn District Plan.

Open houses were held in all the participating Municipalities in 2013 and the general public and stakeholders were invited to review and provide additional input on the vision for the new plan, as developed by the planning consultants, administrative staff and the Planning District Steering Committee.

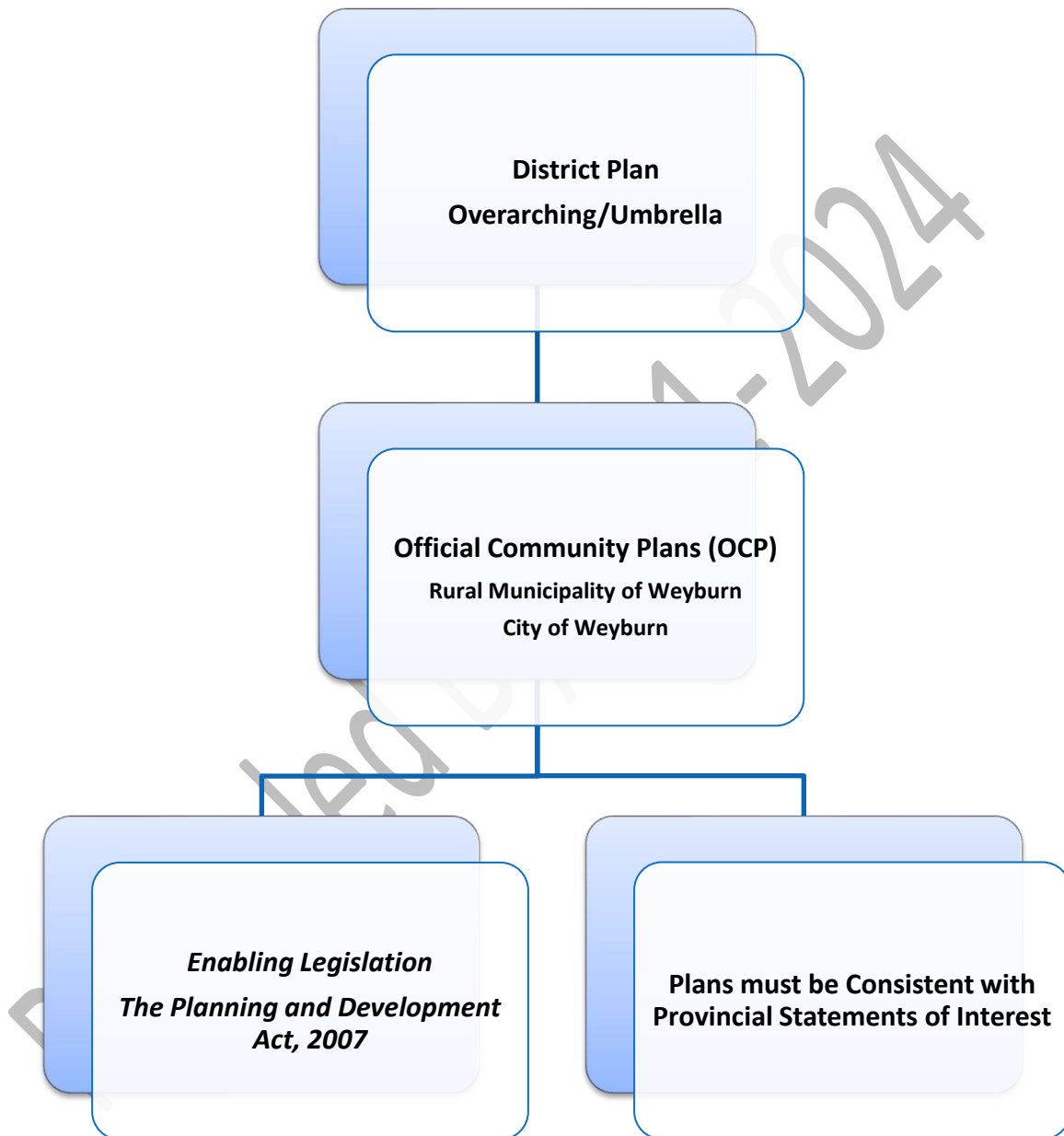
The draft District Plan was provided to the Planning District Steering Committee in March 2013 and was released to the Municipalities and general public in fall 2013. Necessary changes to the draft plan were made and the plan was circulated to adjacent Municipalities and other interested parties, and presented at an open house on 14th November 2013. Based on the input

collected through public process, final revisions were made to the draft District Plan and a public hearing was held in on 2013.

1.6 Plan Consistency and Alignment

- The Weyburn District Plan is a statutory planning document that has been drafted in compliance with *The Planning and Development Act, 2007* for the purposes of providing a logical and suitable development pattern for the Planning District which includes all of the RM and City, but particularly focusses on joint management areas.
- This is not a stand-alone Plan. In accordance with *The Planning and Development Act, 2007* and *The Statements of Provincial Interest Regulation*, this Plan augments or supplements the policies contained in individual OCPs. The policies in this over-arching Plan are complementary to local policy and bridge the individual OCPs of the participating Municipalities.
- All future municipal planning policies, and decisions must be consistent with the District Plan and where a conflict occurs, the policies of the District Plan will supersede other planning policy in the Joint Management Areas.
- Each Municipality shall follow and implement the principals, goals, objectives and policies of this Plan and will reflect the overarching provisions in their respective Official Community Plans.
- The Municipalities agree that in adopting this Plan, it is their mutual intention that the principles set out in this Plan will govern future development, growth and land use planning in the Planning District and the Joint Management Areas.

1.7 Hierarchy of Planning Documents



1.8 Coordination and Decisions on Growth and Development

- .1 It is imperative for the orderly and sustainable development of the Weyburn Planning District that joint development areas are comprehensively and jointly planned by all Municipalities. The purpose of this Plan is to provide a long range planning framework for the development of the Planning District growth areas and to collaboratively determine the most suitable interim and long term use of the lands in the both municipalities.
- .2 The policies of this Plan apply to all lands in the Planning District. Development will be managed by the municipality of jurisdiction, but any development locating in joint development areas will be referred to the

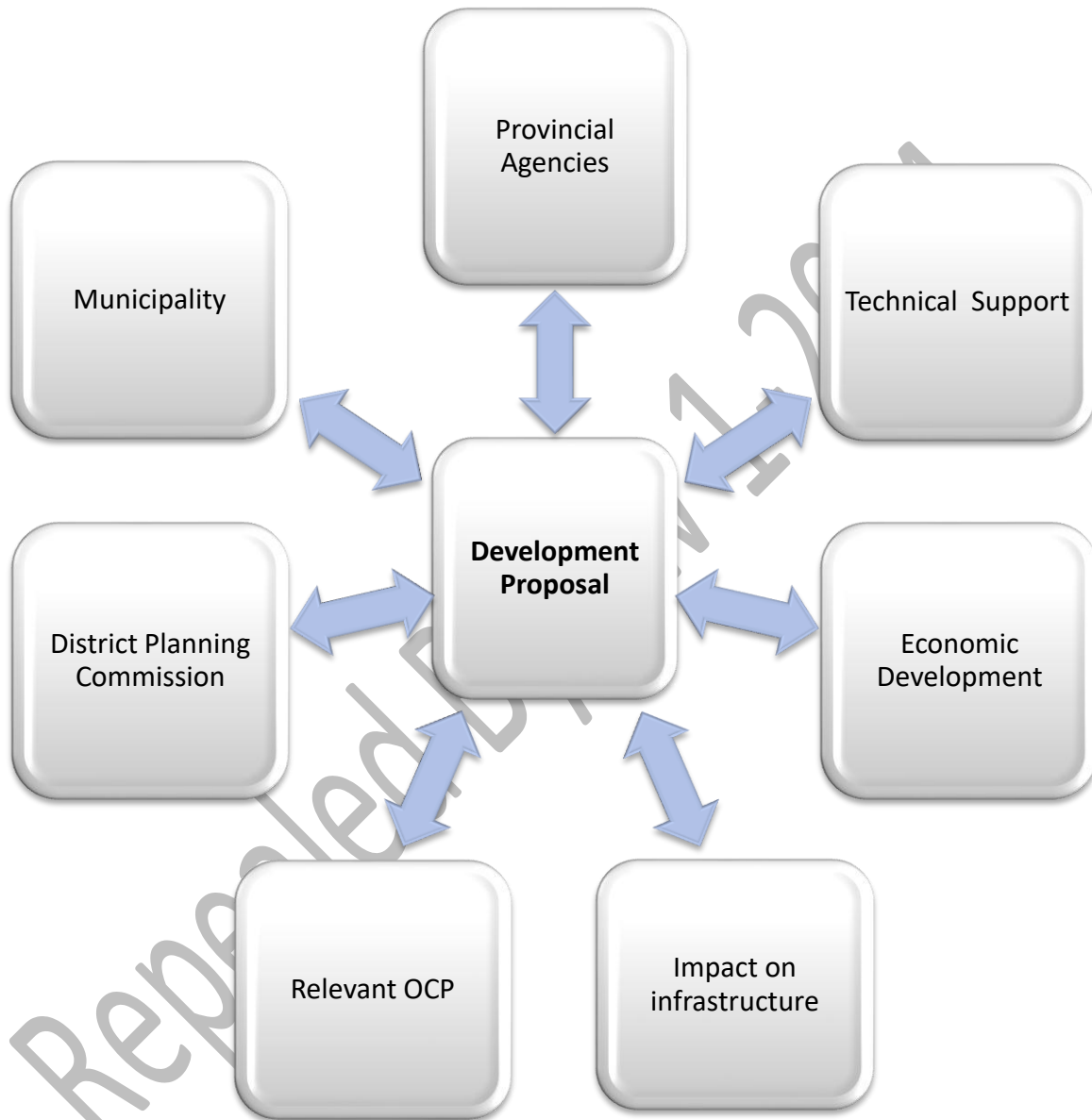


Weyburn Planning District Commission for review and recommendations. Criteria for the subdivision, development and zoning of lands shall be evaluated in the context of the relevant OCP.

.3 The coordination of growth addresses the financial aspects of servicing and infrastructure from areas of existing development to those areas not yet serviced or developed. Lands outside the currently serviced areas shall continue to produce agriculturally until such time that a need for further development triggers expansion of the districts infrastructure. In addition area structure plans and the areas outlined in the joint management areas form the basis for managing growth for the Planning District.

- .4 This Plan provides direction to developers regarding the timing and appropriateness of their applications, to ensure the growth of the Planning District occurs in a logical and efficient manner.
- .5 The Growth Areas are intended to provide for concentrated development in specified areas consistent with the respective Official Community Plan policies. The remainder of the lands in the Planning District boundaries shall be administered by the Municipality in their jurisdiction. The growth areas are indicated on the maps which form an Appendix to this Plan, and include the Joint Management Areas developed through the planning exercise and future growth study areas outlined by both municipalities in their respective Official Community Plans.

1.9 General Development Review



1.10 Use and Interpretation of the Plan

Graphic Information provided in the District Plan (maps, illustrations, graphs, charts, figures) is approximate only, and should be interpreted as such.

Reference Maps provide supplementary information and may be updated periodically. All Reference Maps are conceptual, approximate and are subject to change and should not be used to make site-specific decision.

Future Land Use Maps are intended to provide for the most logical development and growth in the Planning District, presented in such a way that ensures complementary and compatible land use location now and into the future. The Future Land Use Maps highlight land use potentials which are complemented by the overarching policy directions in this Plan.

Guidelines and other information included in the Planning District (District) Plan's Appendices are to be applied to development of the Planning District with a reasonable degree of flexibility. Should any of the guidelines or plan submission requirements contained in the appendices need to be altered to suit the needs of unique situations, especially with reference to the feasibility of specific developments; an amendment to the Planning District Plan will be at the discretion of District Planning Commission and the participating Councils.

Section 2: Regional Context and the Planning District Vision

2.1 Introduction

The overall purpose for the Weyburn Planning District is to ensure socially, economically, and environmentally sound development opportunities for the benefit of residents and businesses that choose to locate in the District area. As a regional business hub, the Planning District's communities provide an opportunity for businesses to operate more efficiently through the co-location of complementary activities, which:

- Enhances prospects for investment, employee attraction/retention and reduces the cost of doing business;
- Capitalizes on principles of sustainability and economic diversification;
- Prioritizes environmental protection; and
- Benefits and contributes to the quality of life in the surrounding communities.

2.2 Vision Statement for the Weyburn Planning District



Section 2: Regional Context and the Planning District Vision

2.3 Regional Context

Located in the southeast part of Saskatchewan, the Weyburn Planning District includes the entire City of Weyburn and the Rural Municipality of Weyburn. Major industry in the region includes agriculture and petroleum exploration and production. Weyburn is home to the biennial Saskatchewan Oil & Gas Show. The Weyburn district sits geographically atop the Bakken oil formation which has proven to be one of the largest oil plays in North America. The long term viability of the Bakken resource play is a significant consideration for development of the region. Founded on agriculture, the region includes an extensive network of grain gathering terminals making it one of the largest inland grain gathering points in North America. The region is intersected by two international highways (#39 & 35), the Redcoat Trail (Hwy # 13), the Soo Line main rail and houses a regional airport.

2.4 Guiding Themes for the Planning District

As a result of the Planning District Vision and Goals, the following Guiding Themes for the Planning District are intended to assist decision makers as they consider the impact of their choices both locally and regionally.

Guiding Themes

Regional Balance of Interests: Natural, Social and Community Capital

Planning decisions that consider and balance the effect of development decisions on the cultural, natural, social and economic environments.

Commercial/Industrial Connectivity and Synergy

Foster a distinct business community that supports local and regional enterprises and initiatives.

Sustainable Regional Services and Infrastructure

Sustainable planning practices and long term asset management will be undertaken when considering partnerships involving joint facilities, extension of City services, and land development proposals based on regional infrastructure.

Efficient Transportation Networks and Nodes

Maximizing existing municipal and provincial transportation infrastructure efficiently and ensuring provincial highway assets are capable of expansion as the region develops

Environmental Responsibility and Respect

Environmental responsibility that minimizes mitigates or avoids negative impacts to natural assets, open spaces, farmland, and critical natural environments.

Regional Planning Benefits

Planning decisions should be both enduring and adaptive. Intermunicipal collaboration will proceed in a timely, predictable, fair, and cost effective manner respecting individual municipal decision-making authority.

Section 3: Regional Balance of Interests:

Managing future development in the Planning District requires a cost-effective and logical development pattern. Sustainable land use policies are provided to ensure ad-hoc development does not occur, which could result in unnecessary financial burdens being placed on landowners, private developers, and the municipality. The Region will continue to grow in a predictable manner ensuring future phases of development benefit from a supportive and sustainable foundation.



3.1 Objectives

- To encourage the orderly and efficient development of the Planning District in a logical and sustainable manner.
- To apply innovative land use planning and conservation concepts that allow for the efficient use of land, infrastructure and public facilities.
- To encourage residents, developers, business owners, and agricultural producers to interact in a mutually beneficial way.
- To ensure preservation (or minimize impact on) of the Planning District's natural assets and significant environmental features.
- To promote community initiatives and services that contributes to the quality of life in the Planning District communities.
- To encourage sustainable natural resource development.
- To support development adequately addressing conflict with adjacent land uses and does not impede future growth of a member municipality.

3.2 Overarching Policies

- .1 Municipalities shall balance the environmental, economic, infrastructure and quality of life impacts when reviewing planning policies or decisions.
- .2 Municipalities will require appropriate conditions to minimize, mitigate or avoid negative impacts to neighbouring land uses and protect the natural assets of the District.
- .3 In determining the appropriateness of a land use or intensity of land use, the Municipalities will consider both the site location and adjacent existing or planned land use conditions or impacts.
- .4 Municipalities participating in the District will adopt planning documents and make planning decisions which reflect the land use, transportation, and servicing policies of the District Plan.
- .5 Each municipality will establish criteria for the subdivision of land which indicates under what circumstance a subdivision is required to be guided by concept plans.
- .6 The Planning District will avoid unplanned development to achieve an orderly, efficient land use pattern which is possible to develop and service in appropriate phases.
- .7 Existing agricultural and resource uses shall be encouraged to continue throughout the Planning District until such time that there is a demonstrated need for further urban growth or industrial and/or commercial development. Premature fragmentation of agricultural land shall be discouraged.
- .8 Development shall be phased in such a way as to preserve prime agricultural lands (Class 1 -3 CLI Soils) until all other developable lands have been developed, where possible.
- .9 The District Planning Commission will review all local official community plans and zoning bylaw amendments proposed by a municipality, in order to ensure complementary policies.

- .10 Regional-scale development proposals which have an effect on both of the Municipalities shall be referred to the District Planning Commission for their review and recommendations as Inter-municipal consultation is a key component to the success of regional initiatives.
- .11 All re-zoning subdivision proposals in Joint Management and Future Growth Study Areas shall be required to provide the necessary information as referred to the Development Review Criteria in Appendix "D" and the Sample Development proposal in Appendix "E".
- .12 Each Municipality shall develop an inventory of significant Natural Capital e.g.(creeks, watercourses, hazard lands, significant environmentally sensitive lands, water reservoir's etc.) in its jurisdiction and shall share this information with the other Municipalities. Subdivision design should minimize the negative impacts on natural features and shall maximize the value and function of open spaces.
- .13 Natural resource development shall be undertaken in an environmentally sustainable manner and their activities shall be complementary to other uses in the Planning District. Proposals for these activities shall be referred to the appropriate government agencies for their review.

Section 4: Commercial/Industrial Connectivity and Synergy



The Weyburn Planning District offers a primary location for a diverse range of industrial and commercial development. Highways offer prime site and location choices with connectivity for prospective businesses and the ongoing diversification of the district's tax base. The Economic Development of the Planning District will be guided in part by this Plan which balances environmental, social and economic objectives for the region. Future Growth Study Areas and Joint Management Areas are shown Land Use Maps in the Plan's Appendix, which may be updated from time to time.

4.1 Objectives

- To establish future growth areas suitable for concentrated patterns of industrial and commercial development.
- To ensure industrial and commercial development is compatible with adjacent land uses and transportation infrastructure.
- To provide for a complementary and compatible transition area from low intensity commercial/industrial uses to urban areas.
- To enable flexibility relating to parcel size, land use, and servicing availability.
- To recognize the economic value of the agriculture.
- To integrate and balance industrial development with the natural environment.

4.2 Policies

- .1 Industrial and commercial development is encouraged to locate in the areas considered suitable for such land uses in accordance with the Future Land Use Maps in Appendix “A.” Future Growth Study Areas and Joint Management Areas as outlined in this Plan and the respective Official Community Plans of the RM and City.
- .2 Commercial and industrial development should minimize emissions and be suitable in the context of the environment.
- .3 Complementary land uses and development shall be planned adjacent to or proximate to one another.
- .4 This Plan supports the creation of a Marketing Plan for the Planning District to be prepared by SEREDA and Business community.
- .5 Commercial development accessory to industrial uses should be where compatible with surrounding land uses.
- .6 The impact on and the relationship of new development to adjacent lands shall be considered throughout the Planning District. Subdivision and development should minimize environmental impacts and unplanned fragmentation of land.
- .7 Concentrated patterns of subdivision and development should be encouraged to increase the efficiency of servicing/infrastructure. Fragmentation of land will only be supported where planned via a concept plan or where directly adjacent to similarly developed sites.
- .8 Industrial development shall be encouraged to adopt the most efficient technology for reducing air emissions, where applicable.
- .9 The Planning District supports Industrial development that works collaboratively for the greatest economic gain, while promoting net positive impacts to the surrounding natural environment. Firms choosing to co-locate in an eco-industrial setting shall be encouraged to actively promote Best Management Practices on environmental impacts. With

wealth of oil and gas development and CO2 Injection in the region, the encouragement of new related industry is important to this region.

- .10 Development that may benefit from one or a combination of any of the following concepts should be encouraged to locate adjacent or proximate to one another where possible ie.energy cascading, district energy, by-product exchange, technology and information systems sharing, cogeneration, raw materials, servicing, and infrastructure sharing.
- .11 The Weyburn Oil Show, Agricultural and Resource based promotion activities, shows and forums, should be supported by the Commission to promote progressive sustainable development in the District and the Region.

Section 5: Sustainable Regional Services and Infrastructure

As new development is proposed, the provision of municipal servicing must be addressed in a logical and efficient manner that considers the existing and future regional servicing capacity, the cost of developing infrastructure, the most effective use of infrastructure and the long term implications of maintaining such works. Where infrastructure requires services or capacity from another municipality, development and service levels must be negotiated and will be guided by intermunicipal agreements. The extent of existing water and utility line/networks services is shown on Maps in the Appendices of the Plan.



5.1 Objectives

- To support the planning, construction and maintenance of efficient, safe and sustainable utilities in the municipalities and region.
- To promote focused and compact development where recovery and efficiencies in utilities infrastructure cost is achieved.
- To ensure that utility infrastructure does not unnecessarily encroach upon environmentally significant areas.
- To ensure that asset management practices, such as determining appropriate service levels and risk management, are instituted during the development and extension of infrastructure.
- To plan subdivision and development in a fashion that minimizes unnecessary installation of infrastructure.
- To coordinate, where mutually agreed, inter-municipal planning and service provision.

- To promote minimized waste generation and maximize the efficiency of alternative waste use and disposal practices. (i.e. green infrastructure)
- To ensure where infrastructure is extended, there are cost recovery and tax sharing models in place.

5.2 Policies

- .1 Joint investment in infrastructure by both municipalities shall ensure existing and future servicing is developed or extended in a logical and efficient manner consistent with capacity, accessibility, cost efficiency and provincial requirements.
- .2 Municipalities shall collaborate with each other where a proposed subdivision or development may impact the other municipalities' infrastructure and shall endeavor to recoup costs on behalf of the other community where capable.
- .3 The Municipalities agree to jointly discuss ways to plan and manage their utilities infrastructure system in co-operation with Provincial agencies, utility service providers, and neighboring Municipalities.
- .4 Each Municipality, in the joint management areas, on an ongoing basis, shall inform the other Municipality of the proposed location and standards for the provision of its infrastructure and services and shall keep this information up to date.
- .5 Each Municipality shall collaborate with the other in the planning and provision of infrastructure and services that meet at the Municipal boundaries to ensure proper coordination.
- .6 Servicing and infrastructure levies shall be based on the Engineering Studies attached in Appendix "F". Piped water may be provided based on the options outlined in the Engineering Study pursuant to an Inter-Municipal Agreement.
- .7 The Municipalities shall provide the District Planning Commission with all application information received from provincial agencies related to oil and gas wells and infrastructure in the Planning District boundaries and in any

additional areas the Municipality may agree upon from time to time. The Municipality will continue to use the PRL Committee to review development in the Joint Management Area and Future Growth Study areas.

- .8 The Planning District shall work to ensure the available water resources in the Planning District are not over-allocated prior to additional water resources being secured. Existing and future development shall minimize water use through conservation measures.
- .9 Re-Zoning/Subdivision/development proposals in the Joint Management Areas should be considered only when serviced piped water is proven to be available. The Water Utility Board will determine serviceability. Interim uses may be considered for parcels that do not currently have feasible access to adequate water and wastewater servicing.
- .10 Adequate source water must be available. For development that will require large volumes of surface water withdrawal to support the activity, the water supply shall be confirmed that it can sustain such use.
- .11 The Planning District shall actively implement/promote integrated waste management systems in the district and shall uphold the environmental stewardship of the region's water resources through the development and implementation of low impact storm water infrastructure where possible, as drainage is a significant issue in the whole area.
- .12 Water system easements and right-of-way alignments shall be shown on development applications. The alignment and capacity of water servicing infrastructure and associated easement and right of way locations necessary for future water connections may be required and shall be developed to the satisfaction of the Planning District and respective Municipality and the Water Utility Board.
- .13 Easements and right-of-way alignments associated with wastewater conveyance and collection systems shall be prepared in accordance with the Review Criteria attached in in Appendix C. The alignment and capacity of wastewater servicing infrastructure and associated easement and right-of-way locations shall be to the satisfaction of the Municipality.

Section 6: Efficient Transportation Systems and Growth Development Areas



Transportation networks are essential to supporting industrial, commercial, agricultural and residential development. Transportation infrastructure in the Weyburn District is diverse, with access to 3 Provincial Highways, several heavy haul roads, the 'Soo Line' main rail, a regional airport and a high quality urban and grid road network. The City of Weyburn manages Highways in its jurisdiction and proudly invests in the Tatagwa Park way trails system encircling and linking different neighbourhoods of

the community to recreation facilities, the down town and the natural assets of the community. Existing and future transportation systems are provided on Maps in the Appendices, which may be updated from time to time.

6.1 Objectives

- To plan, construct and maintain efficient, safe and sustainable transportation infrastructure.
- To establish common development standards along Highway corridors.
- To ensure that transportation infrastructure does not encroach upon environmentally significant areas.
- To allow for the orderly development of controlled access to the Highways in conjunction with the plans of Saskatchewan Ministry of Highways and Infrastructure and the Urban Highways Connector Program.
- To ensure that land uses are supported by appropriate transportation infrastructure.
- To promote a compact development form to achieve cost recovery and efficiencies in transportation maintenance.
- To promote, use of the rail lines in the Planning District.
- To promote pedestrian oriented transportation in and around the urban environment, ensuring a walkable, active and healthy community.

6.2 Policies

- .1 The Planning District shall plan and manage multi-modal transportation systems in cooperation with the Saskatchewan Ministry of Highways and Infrastructure, neighboring Municipalities and other partnerships including private industry.
- .2 The Weyburn Regional Airport area's and related strategic facilities are of common interest and their continued operation and unhindered expansion must be protected from encroaching land uses. This area will be subject of Future Study and an Area Structure Plan.
- .3 Development will be encouraged to locate in proximity to roads which have been designed and constructed to accommodate their activities.
- .4 Access issues should be addressed through collaboration with affected landowners and/or the Municipality/ Ministry of Highways and Infrastructure/Canadian Pacific and subdivision and development processes.
- .5 Development shall be compliant with the Ministry of Highways and Infrastructure. .As per the requirements of the Ministry of Highways and Infrastructure, direct access off of Limited Access Highway's will be discouraged. .No development including, but not limited to berming or grading of the lands in the Highway right-of-way, may be undertaken without the consent of the Ministry of Highways and Infrastructure.
- .6 The City of Weyburn operates provincial highways within its jurisdiction based on local policies in conjunction with the urban highway connector agreement between the City and the Ministry of Highways and Infrastructure.
- .7 The functional and visual integrity of Highways Intersections in an around the City of Weyburn shall be maintained.
- .8 Development should ensure the integration of servicing alignments into existing and future transport network right-of-ways. .Appropriate setbacks from highways shall be required to enhance visual quality and to protect future right-of-way requirements.

- .9 Traffic Impact Assessments (T.I.A) at the time of redesignation or subdivision shall be prepared by a qualified transportation engineer at the sole expense of the developer and should include but is not limited to an analysis and evaluation of:
- a) The potential impact of a proposed subdivision and/or development on the existing transportation network; and
 - b) A program of future expansions and/or improvements to accommodate the proposed growth and to preserve the function and integrity of the transportation network.
- .10 Internal roadway design shall consider:
- a) Direct connection to the Planning District's major points of ingress and egress;
 - b) Safe and efficient routing in the local and regional context;
 - c) Minimal impacts to natural features; and
 - d) Minimal social disturbance.
- .11 Rail access issues should be addressed through collaboration with affected landowners, stakeholders, Canadian Pacific Railway, Canadian National Railway, the Planning District and the affected Municipality.
- .12 Development proposals adjacent to the rail line right-of-way shall meet setback and nuisance mitigation standards of the Railway.
- .13 New development directly adjacent to a railway should be discouraged except where the land use or development would benefit from direct access to the rail line.
- .14 No connection to or alteration of existing connections to the rail line shall be undertaken without the consent of the respective Railway.
- .15 Roads required to cross rail line right-of-way shall meet all design and safety requirements of the Railways.
- .16 Urban development proposals triggering concept plans will be required to have pedestrian transportation and trail linkage provisions, where possible.

Section 7: Environmental Responsibility and Respect for existing land use



The City of Weyburn and R.M. of Weyburn have a long standing history of preserving, respecting and co-managing the Souris Basin, including the Tatagwa Parkway – Nickle Lake Corridor. Nickle Lake is the source water supply of the City and its continued dual use as a secure source of water and a regionally significant park is desirable to the District. Other notable features in the Planning District are the Tatagwa Parkway and Marsh features and several small

unnamed tributaries which provide corridors for pathways and continuous natural habitat. Through sound development principles these natural features will be preserved and enhanced. Development throughout the Planning District will continue in such a way as to minimize impacts on the surrounding environment. Maps in the appendices show known and potential areas of environmental significance in Planning District.

7.1 Objectives

- To enhance the natural features of the Planning District through sound and responsible development practices.
- To ensure all development respects water resources, natural habitat and significant natural features.
- To ensure connectivity between natural asset areas and improve pedestrian access to natural areas throughout the District.
- To minimize development in eco-sensitive areas by encouraging development in areas with lower environmental sensitivity.
- To retain and protect the flood-way and flood-fringe in around the Weyburn Watershed.
- To conserve and enhance the integrity of the riparian system and other waterbodies and waterways in the Watersheds.
- To monitor and require drainage management/planning.
- To ensure that utility and transportation infrastructure does not unnecessarily encroach upon environmentally significant areas.

7.2 Policies

- .1 Future development shall preserve natural surroundings, landscape and vegetation, in so far as practical.
- .2 New development that integrates with existing commercial, industrial, residential, agricultural, or natural resource activities shall be encouraged.
- .3 Planning documents and decisions will encourage environmentally sustainable development and land management practices which avoid, minimize or mitigate negative effects to natural assets and features including surface and groundwater resources.
- .4 Development occurring proximate to water bodies and watercourses shall adhere to setback requirements in the relevant Municipal Zoning Bylaws and negative impacts wetlands will be mitigated in so far as practical.
- .5 Municipalities will ensure Environmental Reserve is dedicated to the extent necessary to protect environmentally sensitive areas, natural and riparian habitats, flood prone areas and hazard lands associated with slopes while ensuring continued public access to dedicated lands.
- .6 Subdivision applicants will be required to dedicate, as environmental reserve, all lands in an area to be subdivided that can be defined as Environmental Reserve in accordance with the provisions of The Planning and Development Act, 2007. In some instances the Municipality may consider conservation easements in place of environmental reserves.
- .7 Municipalities will ensure the full amount of Municipal Reserve is dedicated as land, or cash-in-lieu of land, and such lands or funds will be used to provide for public recreation facility or park improvements.
- .8 The Municipalities will review agreements for municipal reserve, pursuant to section 196 of The Planning and Development Act, 2007, to co-manage the collection and expenditure of cash in lieu of dedication funds pursuant to section 187. The RM policy currently takes Municipal Reserve Cash in Lieu and provides this as part of its recreation grant to the City of Weyburn.

- .9 Lands in the 1:500 year flood way elevation shall not be allowed to develop with new buildings.
- .10 Lands in the 1:500 year flood fringe elevation should not be developed unless wet or dry flood proofing measures are undertaken as a condition of approval.
- .11 Development conditions will encourage designs and maximizing the retention of existing vegetation in flood prone areas.
- .12 The Municipalities shall require appropriate buffers for the protection of watercourses/wetlands designed to avoid impacts on wetlands and minimize sedimentation from disturbed soils.
- .13 Environmental Site Assessments shall be required on lands known to have been contaminated or lands that are suspected to have been subject to contamination. The proponent or developer will be responsible for these costs, not the municipalities. Remediation of contaminated lands shall be required in accordance with the Province of Saskatchewan Environmental Code and relevant legislation.
- .14 Storm water management should be addressed during all subdivision/development approvals. Site design should maintain as much vegetated surface as possible. The replacement of existing natural areas and wetlands with impervious cover is discouraged, particularly where groundwater recharge or discharge is known to occur.
- .15 The Planning District will encourage regional drainage plans be considered for all the proposed development areas in the Planning District. The regional drainage plans should consider both the nature of the proposed general development and establish a coordinated and logical, long-term management of drainage from both snowmelt and storm water events.

Section 8: Regional Planning Benefits

The social, economic, and environmental effects of individual municipal development decisions have regional impacts. Through cooperative and innovative inter-municipal planning, growth in the Weyburn Planning District will continue to benefit the wider community and support municipal growth priorities. Lands adjacent to the City of Weyburn shall undergo joint planning to ensure the interests of each jurisdiction are upheld; in addition joint management areas around the adjacent municipalities shall be pursued.



8.1 Objectives

- To create organized, beneficial and well planned opportunities for growth throughout the Planning District.
- To ensure that planning efforts of the individual municipalities are organized and aligned to ensure more effective implementation of planning.
- To share wealth with area residents gained through a larger resource tax base in the region.
- To cooperate in resolving land use issues between Municipalities and other jurisdictions.
- To advocate for provincial partnerships and technical assistance.
- To secure areas for future city expansion and growth in a pristine condition.
- To identify areas for rural development not in the path of City expansion.

8.2 Area Structure Plans

- .1 From the date of the adoption of the District Plan until the adoption of a major area structure plan for an area, existing area structure plans and those areas outlined as Joint Management Areas or Future Growth Study areas shall be implemented and existing concept plans shall be considered.
- .2 The District Planning Commission shall review all Area Structure Plans, concept plans, Official Community Plan Amendments and rezoning proposals.
- .3 Subdivisions or discretionary use development permits in the City within 500m of its corporate boundaries will be referred to the Planning District Commission for review and recommendation.
- .4 Subdivisions or discretionary use development permits in the Rural Municipality within 5km of the City's corporate boundaries will be referred to the Planning District Commission for review and recommendation.
- .5 All application not mentioned in 8.2.2, 8.2.3, or 8.2.4 will be managed by the local municipality, except where there are joint infrastructure implications.
- .6 Any area structure plan, concept plan, development proposal, rezoning, subdivision or development permit application that is inconsistent with an adopted major Area Structure plan shall be refused or not considered further.

8.3 Joint Management and Future Growth Study Areas

- .1 Joint-Management policy areas are intended to foster cooperative inter-municipal planning with the lands identified as future development areas in the Planning District to ensure the character of the Planning District is upheld and enhanced.
- .2 A comprehensive development scheme for lands in the joint management areas should be prepared collaboratively prior to development occurring in these areas. The preparation of the comprehensive development scheme

should benefit from consultation with the landowners and stakeholders in these areas.

- .3 Any development in these joint-managed areas should be carefully considered for their impact on both Municipalities. The Planning District shall provide adequate transitional areas of appropriate uses adjacent to each municipality. The Rural Municipality will ensure that areas around the City will be designated for complementary development and the City will articulate its Future Growth needs by revisions to their OCP.
- .4 Development and land use patterns which are adjacent or in proximity to urban areas that would hinder the expansion of these areas, or which may have negative effects on future urban design and/or densities will be discouraged.
- .5 Lower intensity industrial development such as office complexes and commercial development shall be the predominant land use near urban areas. There may be the potential for some services to be extended into these urban-rural co-managed areas for light commercial development.
- .6 Collaboration should occur at District Planning Commission level when determining land uses, built form, and servicing and infrastructure considerations in the joint management areas. Road and pathway alignments connecting potential industrial Planning District alignments with the City should be identified prior to development occurring.

8.4 Inter-Municipal Agreements

- .1 Inter-Municipal agreements shall be pursued to ensure that local and regional growth issues are addressed proactively. A coordinated, integrated and comprehensive approach shall be used when dealing with planning matters in the Municipality, or that cross municipal boundaries, including:
 - a) managing and/or promoting growth and development;
 - b) managing natural heritage, water, agricultural, mineral, and cultural heritage and archaeological resources;

- c) infrastructure, public service facilities and waste management systems;
- d) Water servicing, Sewage Servicing ,Joint Development Area Service Agreement Policy, Protective Services, Municipal Reserve Policies and Recreational Services
- e) ecosystem, shoreline and watershed related issues;
- f) natural and human-made hazards; and
- g) population, housing and employment projections, based on regional market areas.

- .2 Consultation is a key component of the Inter-Municipal cooperation policy and it is expected that all jurisdictions will incorporate realistic growth and land use requirements in their respective Official Community Plans (OCPs) and that they be reviewed with input from all jurisdictions.

8.5 Inter-Municipal cooperation and public/private sector initiatives that focus on a cooperative approach to providing cost efficient services shall be encouraged. Revenue Sharing/Funding Agreements

- .1 Inter-Municipal revenue sharing and other agreements to equitably share costs and benefits of future development in the district shall be encouraged.
- .2 Revenue sharing shall be explored where there are significant opportunities to promote and enhance development and growth in the region by working together in a cooperative manner. This could be when any “regional type” business or development is considering locating in the Planning District that has the potential to share taxation benefits with a number of individual Municipalities.
- .3 All tax-sharing arrangements will be negotiated on a fair and equitable basis with respect to the recovery of capital investment, land use development standards, and negotiating compatible servicing agreements.
- .4 Examples of revenue sharing agreements are attached in Appendix “H” which may be updated from time to time.

8.6 Conflict Resolution

As per District Agreement/Minister's Order and Interim Policy

DISPUTE RESOLUTION / MEDIATION PROCEDURES Introduction

The dispute resolution process is outlined below, all of which relate directly to commonly accepted municipal mechanisms in Saskatchewan, Manitoba and Alberta. The emphasis of the dispute resolution process is mediation at the municipal level prior to an appeal to the Municipal Board. This process is based on an assumption that the two parties have significant differences of opinion and that third-party assistance is necessary to help resolve the disputes.

A principle of dispute resolution is consideration of the rights of landowners who may be the object of an intermunicipal dispute. Thus, throughout the various processes and procedures outlined herein, it is important that both municipalities as well as all parties engaged to resolve intermunicipal disputes are mindful of and respect the rights of the private interests involved.

- | | |
|------------------------------|---|
| initiation | a) A dispute is hereby defined as any statutory plan or land use bylaw or amendment given 1st reading which the other Council deems "to be inconsistent with the goals, objectives and policies of the Weyburn Planning District Terms of Reference and Draft DP. |
| limits | b) Disputes can only be initiated by the Council of either the City or Rural Municipality. |
| Resolution mechanisms | c) A dispute is limited to decisions on the above. It is agreed that decisions on subdivisions and development permits, including all appeals of same, will be made by the respective municipalities or the Municipal Board where appropriate, but with review by the Planning and Land Use Review (PLR) Committee. |
| | d) Disputes, as identified in 5.5.1(a) may be addressed and may be resolved through any of the following mechanisms either singularly or in combination with each other: <ul style="list-style-type: none"> i. Administrative Review ii. Liaison Committee |

- iii. Municipal Councils
- iv. Mediation
- v. Municipal Board Appeal Process
- vi. Courts

**Hold readings
till mediation
is completed**

- e) In the event of a dispute, the municipality being disputed will not grant approval (i.e.: consider 2nd and 3rd reading) to the statutory plan, land use bylaw or amendment thereto until the dispute is past the mediation stage.
- f) The time limitations and legislative requirements as may be specified from time to time in the Municipal Government Act will be respected in relation to the administration of this dispute resolution procedure.

Dispute Resolution Process

a) Administrative Review

- i. The municipality being disputed will provide complete information concerning the disputed matter to the municipality filing the dispute. The municipality filing the dispute will undertake an evaluation of the matter and provide comments to the administration of the municipality being disputed.
- ii. The two administrations shall meet to discuss the issue and attempt to resolve the matter.
- iii. If the administrations resolve the issue, the municipality filing the dispute will formally notify the municipality being disputed and withdraw the dispute notification and the municipality being disputed will take the appropriate actions to address the disputed matter.
- iv. In the event that the dispute cannot be resolved at the administrative level, either administration can refer the matter to the PLR Committee

b) PLR Committee Review

- i. Upon the referral of a dispute, the PLR Committee will schedule a meeting and the Administrations of the RM and City will present their positions on the matter to the Committee.

- ii. After considering the dispute, the PLR Committee may, in the event that a proposal in relation to the dispute is referred to it, schedule a Committee meeting and the administrations of both municipalities will present their positions on the proposal.
- iii. After consideration of a proposal, the PLR Committee may:
 - provide suggestions back to both administrations with revisions to the proposal making it more acceptable to both municipalities;
 - if possible, agree on a consensus position of the PLR Committee in support of or in opposition to the proposal, to be presented to both Councils; **or**
 - conclude that no initial agreement can be reached and that a consensus position of the PLR Committee will not be presented to both participating Councils.
- iv. If agreed to by both municipalities, a facilitator may be employed to help the PLR Committee work toward a consensus position.
- v. If a proposal cannot be satisfactorily processed following a PLR Committee review, then that proposal will be referred to both Councils.

c) Municipal Councils Review

- i. After receiving the recommendations of the Planning and Land Use Review (PLR) Committee with respect to a particular proposal, the Commission and each Council will establish a position on the proposal.
- ii. If the Commission and both municipal Councils support a proposal, then the approval and/or DP amendment processes can be completed. If neither Council supports the proposal, then no further return will be required.
- iii. If both Councils cannot agree on a proposal, then the matter may be referred to a mediation process.
- iv. In the event that the two municipalities resort to mediation, the municipality being disputed will not give approval in the form of second and third readings to appropriate bylaws until mediation has been pursued.

Mediation

- i. The following will be required before a mediation process can proceed:
 - agreement by either Council that mediation is necessary;
 - appointment by both Councils of an equal number of elected officials to participate in a mediation process;
 - engagement, at equal cost to both municipalities, of an impartial and independent mediator agreed to by both municipalities; and
 - approval by both municipalities of a mediation schedule, including the time and location of meetings and a deadline for the completion of the mediation process.
- ii. If agreed to by both municipalities, any members of the Planning and Land Use Review (PLR) Committee or administrative staff from either municipality who are not participating directly in the mediation process may act as information resources either inside or outside the mediation room.
- iii. All participants in the mediation process will be required to keep details of the mediation confidential until the conclusion of the mediation.
- iv. At the conclusion of the mediation, the mediator will submit a mediator's report to both Councils.
- v. If a mediated agreement is reached, then that agreement will be referred to both Councils for action. Both Councils will also consider the mediator's report and the respective positions of the municipal Administrations with respect to the mediated agreement. Any mediated agreement will not be binding on either municipality until formally approved by both Councils.
- vi. If no mediated agreement can be reached or if both Councils do not approve a mediated agreement, then the appeal process may be initiated.

Municipal Board Appeal Process

- i. In the event that the mediation process fails, the initiating municipality may pass a bylaw to implement the proposal (e.g. a bylaw amending a land use bylaw).
- ii. If the initiating municipality passes a bylaw to implement the proposal, then the

responding municipality may appeal that action to the Municipal Board. The responding municipality must file a notice of appeal with the Municipal Board and give a copy of the notice of appeal to the initiating municipality within thirty (30) days of the passage of the disputed bylaw.

Courts

- i. Provincial Legislation defines the process for review of a municipal dispute.

Section 9: Planning District Administration

9.1 Adoption of the District Plan

Adoption of this Industrial Planning District Plan by the Municipalities in the Planning District will give it the force of law. Once adopted, no development or land use change may be carried out in the Planning District planning area that is inconsistent or at variance with the proposals or policies set out in the Planning District Plan.



By setting out goals, objectives, policies and implementation Plans, the District Plan will provide guidance for the Weyburn Planning District in making decisions regarding land use, zoning, servicing extension, subdivisions and development in general. These decisions must be made in conformity with the stated objectives and policies to ensure that the goals for the future development of the Region will be achieved.

The application of the District Plan policies is illustrated in the Future Land Use and Growth Management Maps provided in Appendix “A” These Maps are intended to illustrate the locations of the major land use designations in the Planning District. These “maps” should not be interpreted in isolation without consideration of the balance of the Planning District.

9.2 The Weyburn District Planning Commission

- .1 An Advisory Planning District was established under Section 97 of *The Planning and Development Act, 2007* on April 11, 2013, which provides the legal basis for entering into an agreement to inter-municipally manage land use and other related activities. The District Planning Agreement is attached in Appendix “C”.
- .2 The Commission will review development proposals as requested by Municipal Councils and make recommendations based on the considerations of local area needs and the policy statements in this Plan.

- .3 The Advisory Planning District does not replace any of the powers of the participating councils, as ultimately the elected council members are responsible for all decision making. This mechanism allows for regional planning and delivery of coordinated services to the participating Municipalities.

9.3 Establish Committees/Authorities/Structures

The District Planning Commission has established several committees including the Planning Land Use Review Committee (PLR) and the Technical Review Committee which is examining the Rural Water Agreement and other infrastructure matters. Further Committees will be established as a result of the Action Plan.

9.4 Review and Amendment

Review

The District Plan is a document intended to guide decision making over the long term and is not a static document that commits the Planning District to inflexible development policies. As new issues and concerns arise, or old ones change, the Plan shall be revised to meet these changes. The "Plan" shall be reviewed after five years and before ten years from the date of its adoption by

the District Planning Commission to evaluate the stated goals, objectives and policies as to their relevancies. New implementation initiatives may be needed and priorities will require adjustment in response to the varied and changing conditions in the Weyburn Planning District.



Amendment

On occasion land uses or developments may be proposed that do not conform to the Industrial Planning District (District) Plan. The Plan can be amended in accordance with *The Planning and Development Act, 2007*, to allow the new development to proceed. However, before any amendment is made, the impact of the proposed change on the rest of the Plan and the future

development of the Industrial Planning District shall be examined. Any changes to the Plan or the relevant Zoning Bylaw shall be in the interest of the future development of the Planning District and greater region as a whole. Through

periodical review and amendment the Plan should serve as an effective guide for the District Planning Commission to make decisions on the future development of the Industrial Planning District.

Repealed Bylaw 1-2024

Appendix A: Future Land Use and Future Growth Study Area Maps and Joint Management Area Maps

Repealed Bylaw 1-2024

Appendix B: Action Plans

Plans are only as good as their Implementation. Action Plans provide guidance and a framework for ongoing dedication through inter-municipal cooperation to fulfill this Plan's objectives. Successful implementation of this Plan depends to a large degree on whether its policies can guide local and regional development and action in a variety of contexts over the next ten to fifteen years to advance the Plan's core themes.

The Implementation and Action Plans are essential as a course to ensure the Planning District has the opportunity to fully implement the Planning District Plan over the short and long term. Action Plans have been included to provide a checklist of the key action items that will need to be completed to help the Planning District achieve its goals outlined in this Plan. It is recommended that the Action Plans be reviewed regularly to monitor progress and revised as necessary.

Action Plans		
Weyburn Planning District Commission Action Items	Timeline to Complete	Responsibility
<ul style="list-style-type: none"> Secure and develop access to low pressure water for all developers in RM to ensure safe potable water for whole district and renew Weyburn Utility Board Agreement to reflect growth opportunities. 		
<ul style="list-style-type: none"> Secure and develop access to safe efficient sewage disposal for whole district and finalize Joint Sewage Services Agreement. Construction of Joint Sewage Services Facility. 		
<ul style="list-style-type: none"> Develop and implement the land/growth forecast for future city and RM growth. 		
<ul style="list-style-type: none"> Undertake a Joint Management Plan/Structure Plan for the North Weyburn and Airport area. 		
<ul style="list-style-type: none"> Complete the review and implementation of the respective individual OCPs and Zoning bylaws. 		

Weyburn Planning District Commission Action Items	Timeline to Complete	Responsibility
<ul style="list-style-type: none"> Develop and implement marketing plan for joint development areas and region. 		
<ul style="list-style-type: none"> Discuss and develop future infrastructure requirements for transportation (i.e. dangerous goods routes, etc.). 		
<ul style="list-style-type: none"> Discuss and Develop district policy regarding recommended developments suitable for rural and urban. 		
<ul style="list-style-type: none"> Review current Fire Protection and Protective Services agreements and Building Inspection Services agreements, and update as required to retain consistencies and address current and future needs. 		
<ul style="list-style-type: none"> Discuss and review recreation funding, including arts and culture. 		
<ul style="list-style-type: none"> Preparation of a District Recreation Plan (Golf Course, Tatagwa Regional Pathway extensions, Motor Cross, Nickle Lake etc.) Develop and maintain to best of municipalities' abilities an inventory of recreation, arts & culture services, parks, etc. 		
<ul style="list-style-type: none"> Discuss potential for future members of District. 		
<ul style="list-style-type: none"> Monitor to ensure environmentally sensitive areas are protected in all jurisdictions and ensure development of infrastructure, utilities and services are not detrimental to environment. 		
<ul style="list-style-type: none"> Develop and maintain district website with links from/to district members. 		
<ul style="list-style-type: none"> Review and ensure joint emergency plan is current and regularly maintained. 		
<ul style="list-style-type: none"> Develop and maintain long term plan for future infrastructure development in joint management areas. 		

Weyburn Planning District Commission Action Items	Timeline to Complete	Responsibility
<ul style="list-style-type: none">Establishment of District Development Appeals Board.		

Repealed Bylaw 1-2024

Appendix C: District Planning Agreement

Repealed Bylaw 1-2024

Appendix D: Sample Development Proposal

BERLIN DEVELOPMENTS LTD.

Proposes

HEIDELBERG ESTATES

MULTI-PARCEL DEVELOPMENT

A Complementary Phase of Hamburg Estates Phase IV

Submission

Prepared for Weyburn Planning District

HEIDELBERG ESTATES MULTI-PARCEL DEVELOPMENT

INTRODUCTION

This report is intended to express our client's interest in developing a quality high-density country- residential development within the Weyburn Planning District. This development would consist of the Development of Lot 1 of Block 2 of the NW XX-XX-XX-W2nd, to provide a total of 44-45 new residential sites within a planned unit development under condominium ownership on a 20 acre parcel.

In 1994 Berlin Developments Ltd. initiated a country residential proposal known as Hamburg Estates. That initiative was proposed in response to a perceived need in the market place for high-end country living. To date this development is over 80% sold. Throughout the development process of the country-residential acreages, many clients expressed strong interest in a rural adult oriented residential condominium project which would complement the rural acreage development by Berlin Developments Ltd.

PROPOSAL SUMMARY

This initiative proposes to develop subdivided Lot 1 of Block 2 which is 20 acres into 44-45 single residential dwelling units in a planned unit development under condominium ownership. The market targeted would be adult oriented, with housing in the neighbourhood of \$300,000 - \$400,000 per unit. However, marketing will not be limited to this cross-section of the market as the need for even more affordable quality homes is recognized by Berlin Developments Ltd. Development control guidelines would be in place to address construction deadlines, minimum square footage, fencing, architectural controls, and other measures as deemed appropriate as in all Berlin Developments Ltd. A full provision of services is proposed, including surfaced internal roads, utilities and other amenities as required by this market. This would involve the provision of full water service, along with off-site waste management, a landscaping and drainage plan, lighting, common grounds, facility development, garbage removal, and all other amenities common to similar development in adjacent urban centres.

With the exception of an increase in traffic on XXXX Avenue, little demand will be added to municipal services. Impacts of development are minimized by the following:

- Water connection would be to the existing Weyburn Utility Board Low Pressure water line (subject to approval);

- Development of a sewage lagoon and sewage removal system would be undertaken and maintained by the developer;
- Power, gas and telephone lines exist in close proximity to the proposed sites;
- Internal roads would be surfaced, built to municipal standard; and
- The proposed subdivisions are on the existing garbage collection and haul route and convenient for similar solid waste removal weekly as in the adjacent urban centres.

Development of the residences and site would be undertaken by Berlin Developments Ltd.

MARKET ASSESSMENT

Within the Weyburn Planning District there exists a sizeable population of the upper income 55+ age group. Within this group there exists considerable demand for country living experience. However, this group is not willing to forego the conveniences of urban amenities and expects a higher level of service than the rural acreage resident. The large numbers of individuals who have expressed interest in this type of development are those who either feel that a rural acreage home requires too much work or are dissatisfied with high density urban condominium developments.

*Target
Market:
Upper Income
55+ Age
Group*

Developments catering to this market must combine a country residential atmosphere with the high level of amenities required. These amenities include quality potable water and sewage handling, good local roads, a sense of community, local natural amenities and space, while at the same time in close proximity to the City, all amenities presently provided for in Hamburg Estates.

The minimum 50' x 110' individual parcel size has been selected primarily in response to market demand and experience with urban developments. Second only to the level of services offered, the lot size is the second most important consideration for those interested in country residential living. The response by this age group has created a demand for a large enough lot to provide a minimum 1,200 square foot bungalow with garages for vehicle R.V. parking area while retaining a manageable individual yard for landscape and patio amenities.

Another aspect of this market is a strong preference for a '**sense of community**', which is even stronger than in the previous Hamburg Estates Developments. Subdivisions that project a sense of community tend to sell quicker, experience a significantly slower turnover rate, and are generally better maintained properties.

Given these market characteristics and continued rural housing demand, it is important to note that this location has proven to be extremely attractive. No other rural residential developments exist that offers such an appealing location close to the City, adjacent to urban centres, golf courses, medical facilities, recreation and shopping, etc.

PROPOSED IMPROVEMENTS

The following development controls and improvements are proposed for this development:

- Potable water will be provided through a connection to Municipal water;
- Sewage will be handled by an internal collection system with an off-site lagoon to be maintained by the developer and located the appropriate distance as per Saskatchewan Health and Sask Environment regulations;
- Internal roads will be Surfaced or Double chip sealed and built to municipal standard and will include individual access;
- Each individual building parcel will be serviced by power, natural gas, telephone, and cable;
- Architecturally controlled fencing will be installed required around the property;
- Landscaping and common recreation and amenity space will be done by Berlin Developments Ltd. which will accentuate the rural feeling and also provide a common recreation centre and games area;
- Surfaced R.V. parking; and
- Minimum dwelling size shall be as follows:

TABLE C2A: MINIMUM DWELLING SIZE

HOUSE TYPE	PHASE"
Bungalow	1,200 Ft ²
Bi-Level	1,200 Ft ²
Split	1,200 Ft ²
Two-Storey	1,600 Ft ²

- All housing will be single detached dwellings, architecturally controlled;
- All dwellings will feature a minimum two car attached garage;
- Vinyl siding or stucco will be a minimum requirement; and
- Accessory buildings will require Developer approval.

PROJECT PHASING

TABLE C2B: PROPOSED DEVELOPMENTS

(Subject to Official Community Plan and Zoning Bylaw Review and Amendments)

DEVELOPMENT PHASE	PROPOSED DATE
Development Approval	Summer 2010
Lot Sales	Post Approval
Road Grading/Street Surfacing	Summer 2010
Power, Natural Gas (to each lot)	Summer 2010
Water Connections	Summer 2010
Sewage Lagoon and System Construction	Summer 2010

The cost of tying each residence into power and natural gas, water and sewer and cable and telephone will be included in the purchase price.

IMPACT ASSESSMENT

It is anticipated that given the location, proximity to amenities, and services, impact to the Weyburn Planning District and adjacent land owners will be positive, as the hard surface road development on XXXX Avenue has mitigated concerns over dust and improved adverse weather road conditions.

The parcel of land involved is Class 4 land. This land has severe limitations that restrict the range of crops that can be grown. This is primarily due to the sandy structure of the soil. Much of the land proposed is covered with poplar and aspen bluffs, which are ideally suited to country residential development and in fact will be incorporated in the design.

In addition, Berlin Developments has recognized the need to utilize land efficiently and the negative impact of consuming large tracts of rural land. Therefore, it was felt that this concept would utilize part of an existing developed area. We also recognize the innovative concept will require a review of the existing Official Community Plan and Zoning Bylaw provisions. In addition, we recognize the need to participate in public consultation with all affected stakeholders and the adoption of a structure and / or concept plan for the area.

The proximity to major amenities for this market niche is excellent, as several golf courses are located nearby - along with proposed on-site recreational amenities in a country setting, and convenient surface access to Highway No. X and Hwy XX and the City.

It is anticipated that XXXX Avenue will carry the vast majority of traffic from the residential development. The convenience of using XXXX Avenue to Heidelberg Estates households is anticipated to be high, given the short travel distances involved and the route's superior road design and snow removal services.

The developers will be building the residences to ensure quality and compatible development. Development would occur within one year, thus ensuring an orderly and timely rate of development.

Any required municipal servicing and development agreements will be entered into in order to clearly define areas of responsibility.

Any municipal reserve requirements will be addressed to the Rural Municipality. In addressing the Official Community Plan requirements, the following separation distances and uses have been respected, including separation from:

- Intensive livestock operations;
- Hazardous industry;
- Rural industrial zone;
- Sewage lagoon sites; and Solid waste disposal sites.

No development will be allowed on lands with:

- High aggregate potential;
- Designated as conservation areas;
- Significant wildlife habitat;
- Cultural or historic significance;
- On environmentally sensitive areas;
- High agricultural capability; and
- Natural Hazard conditions.

MARKETING STRATEGY

Berlin Developments Ltd. will use its proven marketing strategy which consists of:

- A prominent sign on the corner of the development;
- A sales office will be open adjacent to Berlin Developments' principal residence. The sales office/show room will be staffed from 1 p.m. to 5 p.m., seven days per week during peak seasons;
- A visual rendering in the show home will outline the proposed development in its fully developed stage;
- Brochures and advertising as in all Berlin Developments;
- Individual signs will be erected on site indicating relevant information;
- Financing for individual purchasers will be made available;
- A broad promotion campaign involving television, radio and print media will continue;
- Sales would be open to members of the area Real Estate Board's multiple listing service; and
- Refunds will be provided if construction is not initiated within one year.

LAND USE POLICY AND ZONING IMPLICATIONS

It is recognized that this development scenario is new to the Planning District; however, similar developments have been undertaken around the Cities of Saskatoon, Winnipeg and Calgary. This particular development would require amendments to the policy plan; however, the basic intent of accommodating multi-parcel residential uses would seem compatible. The issue of densities and site sizes would require change. This development would be ideally suited to the use of 'Direct Control District' or 'Contract Zoning' provisions. As in other developments, a suitable contract zoning, servicing, and development agreement could be developed to protect all parties. The condominium ownership issue should not affect land use considerations, however, would serve to enhance the option for an 'organized hamlet' process for the Hamburg Estates area. The concept of providing higher density and high recreational amenity development, while at the same time retaining a rural emphasis, is not inconsistent with the multi-parcel higher density provisions of the Official Community Plan.

In addition, by incorporating this proposal into an existing development, it would not be inconsistent with separation distance provisions.

SERVICING COSTS

Servicing costs have been prepared and illustrated below in both summary and detailed formats. The cost estimate was based on the assumption that the water supply system would entail the construction of a distribution system connected to the Municipal water service on XXXX Avenue presently ending at the Hamburg Estates, and the construction of an entirely independent sanitary sewer system with the acquisition of land for a sewage lagoon, north of the development.

The servicing costs reflect the expected level of service for such a development. Landscaping plans and costs have not been included in the proposal at this time as the layout will be modified to address the natural environment.

Table C2C: Summary Cost Estimate	
WATER DISTRIBUTION	\$70,760.00
SANITARY SEWER	\$62,320.00
SANITARY FORCEMAIN & LIFT STATION	\$94,240.00
BUILDING SERVICES	\$40,370.00
WATER SUPPLY LINE	\$95,000.00
SEWAGE LAGOON	\$230,000.00
ROUGHGRADING	\$14,700.00
ROAD CONSTRUCTION	\$148,830.00
UTILITIES (TELEPHONE, ELECTRIC, GAS)	\$99,000.00
STREET LIGHTS	\$22,400.00
SUB-TOTAL SERVICING	\$877,620.00
ENGINEERING AND CONTINGENCY (15%)	\$131,380.00
TOTAL DEVELOPMENT COST	\$909,000.00

Note: Does not include cost of access road to lagoon.

TABLE C2D: DETAILED COST ESTIMATE			
Water Distribution System			
	150 dia Water main	835 x \$56.00	\$46,760.00
	Fitting, Bends and Valves	L.S.	\$5,000.00
	Hydrant c/w Tees, Leads and Thrust Blocks	6 each x \$2,500.00	\$15,000.00
	Tie in to Proposed Water Supply Line	L.S.	\$1,000.00
	Pressure Test		\$3,000.00
	Sub- Total Water Distribution System		\$70,760.00
Sanitary Sewer System (Based on 3.5 - 4 metre depth)			
	200 dia PVC	760 L.M. x \$57.00	\$43,320.00
	Manholes (complete with bases, barrels, frames and covers)	8 x \$2,000.00	\$16,000.00
	Television Inspection	L.S.	\$3,000.00
	Sub- Total Sanitary Collection System		\$62,320.00
Sanitary Force Main System			
	Sewage Pumping Station	L.S.	\$65,000.00
	Tie in to Pumping Station		\$1,000.00
	100 mm Sewage Forcemain	765 L.M. x \$26.00	\$19,890.00
	Pressure Test	L.S.	\$3,000.00
	Fittings	L.S.	\$300.00
	Air Release Valve	1 Each	\$500.00
	Roadway Crossing (by Coring Method)	25 L.M. x \$130.00	\$3,250.00
	Chain Link Fencing for Pumping Station	L.S.	\$1,300.00
	Sub- Total Sewage Forcemain System		\$94,240.00
Building Services			
	19 mm Copper	440 L.M. x \$14.00	\$6,160.00
	Fitting (main stop, curb stop, curb box and rod and marker)	44 Each x \$160.00	\$7,040.00
	Sanitary Services 150 mm PVC	435 L.M. x \$40.00	\$1,750.00
	Sewer Fitting (saddle & plugs)	Saddle 44 Each x \$40.00	\$660.00
	Trenching and Compaction	440 L.M. x \$40.00	\$17,600.00
Services to Recreation Centre			
	Water (50 mm PE) Service	40 L.M. x \$5.00	
	Fitting (main stop, curb stop etc)	L.S.	
	Sanitary (150 PVC) Service	40 L.M. x \$10.00	
	Sewer Fittings (saddle & plugs)	Saddle - 1 Each	\$35.00
		Plug - 1 Each	\$15.00

	Trenching and Compaction	40 L.M. x \$40.00	<u>\$1,600.00</u>
	Sub- Total Building Services		\$40,370.00
Water Supply Line	(150 HDPE) (1,900 Metres Length)		
		1,900 L.M. x \$50/m	<u>\$95,000.00</u>
	Sub-Total Water Supply Line		\$95,000.00
Sewage Lagoon Construction			
	1 L.S.		<u>\$230,000.00</u>
	Sub- Total Sewage Lagoon Construction		\$230,000.00
Rough Grading	44 Homes x \$300.00/Lot		<u>\$13,200.00</u>
	1 Centre x \$1,500.00		<u>\$1,500.00</u>
	Sub- Total Rough grading		\$14,700.00
Road Construction			
	Topsoil Stripping	13,500 m x \$0.60	\$8,100.00
	300 dia C.S.P. Culverts Installation	40 L.M. x \$80.00	\$3,200.00
	Common Excavation	10,000 m ³ x \$2.50	\$25,000.00
	Sub grade Preparation	7,500 m ² x \$0.50	\$3,750.00
	150 mm Sub base	7,400 m ² x \$2.80	\$20,720.00
	150 mm Base	7,000 m ² x \$5.00	\$35,000.00
	Asphalt Primer	6,500 m ² x \$0.50	\$3,250.00
	50 mm Hot Mix Asphalt	6,500 m ² x \$6.00	\$39,000.00
	Manhole Adjustment c/w Slurry Mix Backfill	8 Each x \$450.00	\$3,600.00
	Valve Adjustment c/w Slurry Mix Backfill	7 Each x \$250.00	\$1,750.00
	Finish Grading of Topsoil Seeding	6,400 m ² x \$0.65	<u>\$5,460.00</u>
	Sub- Total Road Construction		\$148,830.00
Utility Servicing to 45 Units			
	SaskTel (400/Lot), SaskPower (1,300 Lot), SaskEnergy (500/Lot) L.S.		<u>\$99,000.00</u>
	Sub- Total Utility Servicing		\$99,000.00
Street Lights			
		16 x \$1,400.00	<u>\$22,400.00</u>
	Sub- Total Street Lights		\$22,400.00

Appendix E: Engineering Studies

Repealed Bylaw 1-2024

Appendix F: Revenue Sharing Agreement Examples

<p>City of Portage la Prairie and the Rural Municipality of Portage la Prairie</p>	<p>WHEREAS the Parties believe that there are significant opportunities to promote and enhance commercial and industrial development and growth in both the Rural Municipality of Portage la Prairie and The City of Portage la Prairie by working together in a cooperative manner:</p> <p>And WHEREAS one of the ways in which the Parties wish to work together is to enter into this Agreement which provides for:</p> <ul style="list-style-type: none"> a) A sharing of real and personal property taxes paid or payable to them in excess of a certain base amount in respect of certain types of assessed property located in The Rural Municipality of Portage la Prairie and The City of Portage la Prairie; b) A mechanism for the Municipality and the City to use part of such taxes to provide infrastructure services, such as sewer, water, natural gas, hydro and roads to certain types of property within their respective boundaries; <p>3. Taxes shall be shared between the Municipality and the City as follows:</p> <ul style="list-style-type: none"> a) The Municipality shall be entitled to sixty (60%) percent of the Taxes in respect of Property located within the boundaries of The Rural Municipality of Portage la Prairie and the City shall be entitled to the balance (forty(40% percent) of such Taxes; b) The City shall be entitled to sixty (60%) per cent of the Taxes in respect of Property located within the boundaries of The City of Portage la Prairie and the Municipality shall be entitled to the balance (forty(40% percent) of such Taxes; <p>Capital Costs</p> <p>4 a) In order to promote and enhance commercial and industrial development and growth in the Rural Municipality of Portage la Prairie and the City of Portage la Prairie The Parties agree that, subject to receiving the recommendation of the Joint Committee and the approval of the other Parties pursuant to subparagraph 6(d) hereof, the Proponent may do all things as may be necessary to provide Services to part or parts of the Property in accordance with the Proponent's submission and in order to do so the Proponent shall be entitled to use Taxes to provide the Services to such part or parts of the Property; and</p> <p>b) The entitlement to and the use of Taxes for the purposes set out in subparagraph 4(a) hereof shall be in priority to the sharing of Taxes as set out in paragraph 3 hereof. For greater certainty, when calculating Taxes to be shared in accordance with paragraph 3 hereof, the Parties shall firstly deduct (and set</p>
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	<p>aside if necessary) that portion of the Taxes used or required pursuant to subparagraph 4(a) hereof.</p>
<p>City of Estevan and Rural Municipality of Estevan Boundary Altering Agreement</p>	<p>Whereas the land and improvements located in(all three locations hereinafter referred to as 'the Land') are within the boundaries of the R.M.</p> <p>AND WHEREAS, the City has made a request to alter the boundaries of the City to include the Land;</p> <p>AND WHEREAS, the R.M. is agreeable to the annexation of the Land subject to the conditions stated in this Agreement</p> <p>AND WHEREAS, Section 53 of <i>The Municipalities Act</i> and Section 43 of <i>The Cities Act</i> authorizes the R.M. and the City to enter into a voluntary restructuring agreement to alter the territory of the City and add the Land to the existing boundaries of the City;</p> <p>NOW THEREFORE, the R.M. and the City agree as follows:</p> <p>a) The City shall levy annual municipal taxes on all existing land and improvements on the Land, commencing January 1, 2009 in an amount calculated by applying the annual R.M. mill rate to the taxable assessment of the Land. It being understood that the City may levy taxes, on a specific parcel of land or improvement, using the City mill rate, when one of the following occurs:</p> <ul style="list-style-type: none"> i) Land and improvements within the boundaries of the Land being sold and/or transferred to a new owner; ii) Land within the boundaries of the Land being subdivided; iii) New improvements being constructed within the boundaries of the land; iv) 10 Years from the Effective Date this Agreement (January 1, 2019) the City mill rate will apply to all land and improvements within the boundaries of the Land. <p>a) The City shall, in perpetuity, pay annually to the R.M., 25% or all municipal taxes collected on all existing and future land and improvements in the area referred to as the Land. Notwithstanding the forgoing the amount to be paid annually to the R.M. shall not be less than the 2008 municipal tax levy on the Land.</p> <p>b) The City will forward to the R.M., on January 1, 2009, \$14,000.00 in recognition of the Municipality Reserve Fee that would have been collected for a proposed subdivision, if the Land had remained within the R.M. Boundaries.</p> <p>c) The City agrees that the R.M. shall not be responsible for any future costs associated with the Land, including but not limited to servicing costs and roads.</p>
	<p>Additional Information required of St. Albert and Sturgeon by the Municipal Government Board(MGB)</p>

Sturgeon County and City of St. Albert Annexation	<p>St. Albert and Sturgeon have indicated that the focus of the outstanding issue related to the annexation application is centred on cost and revenue sharing. Therefore, the municipalities are required to submit to the MGB a financial impact analysis of the respective cost and revenue sharing proposals. To assist the two municipalities in preparing their positions, the MGB has identified a number of fiscally related questions that will be of importance to the MGB in adjudicating this matter. The required fiscal impact analysis from both municipalities is not limited to the following questions and may contain other information determined by each municipality to be necessary in support of its position.</p> <p>To assist the MGB on the issue of cost and revenue sharing as a condition of annexation approval, the MGB requires answers to the following questions from St. Albert and Sturgeon in their main evidence and argument on cost and revenue sharing. Evidence and argument should not be limited to these questions, as these questions, while in need of answer, are merely examples of the type of information the MGB requires to determine the issue.</p> <ol style="list-style-type: none"> 1. Does the idea of cost and revenue sharing apply to the whole annexation area or just a portion of the area? 2. What portions can be described as costs and what portions can be described as purely revenue sharing? Is there any difference? 3. What amount or percentage of costs/revenue has St. Albert offered to Sturgeon? 4. What amount or percentage of costs/revenue has Sturgeon requested from St. Albert? 5. What services does Sturgeon now provide to St. Albert? 6. What services does Sturgeon intend to provide to the annexed territory? 7. What services does St. Albert now provide to Sturgeon? 8. What additional services does St. Albert intend to provide to Sturgeon? 9. What are the present items, formulas and amounts of shared costs between the municipalities, such as recreation, ambulance, fire, waste disposal and other similar services? 10. How much total and net revenue will Sturgeon forego as a result of the annexation? What portion of the total revenue of Sturgeon does this form? What are the revenue sources of Sturgeon? What is the fiscal status of Sturgeon? What are the recent fiscal trends over the last three to five years? 11. What is Sturgeon's potential loss of revenue as a result of lost opportunity for new development and taxation in the annexed territory?
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	<p>12. What is the financial impact to St. Albert for the revenue sent to Sturgeon based on the revenue sharing proposed by St. Albert and by Sturgeon? What are the revenue sources of St. Albert? What is the fiscal status of St. Albert? What are the recent fiscal trends over the last three to five years?</p> <p>13. What is St. Albert's/Sturgeon's plan to make up the difference or any revenue loss?</p> <p>14. What is the Sturgeon's/St. Albert's plan for revenue gained as a result of annexation?</p> <p>15. What is St. Albert's/Sturgeon's growth rate represented by population, assessment, taxation, tax rate, total revenue, total operating and capital expenditures? An historical trend analysis is requested.</p> <p>16. What is the comparison between Sturgeon's and St. Albert's philosophical position on urbanization (Municipal Development Plans) and what is the status of the two studies identified in St. Albert's Municipal Development Plan regarding economic development and the ratio of residential to non-residential objectives?</p> <p>17. Statistics comparing St. Albert to other similar municipalities in respect of population, per capita debt, total live assessment, linear assessment; ratio of residential to non-residential assessment. Statistics comparing Sturgeon to other similar municipalities in respect of population, per capita debt and the split between various classes of property such as residential, farm residence, farm buildings, industrial, commercial, machinery and equipment, linear and any other land categories?</p> <p>18. What plans, if any, does Sturgeon/St. Albert have on future sharing of services?</p> <p>Pursuant to sections 123 and 124 of the <i>Municipal Government Act</i>, the MGB is required to provide the Minister and Cabinet with a report and recommendation on the complete annexation proposal including the cost and revenue sharing issue. In order to accomplish this in an effective, reasonable and responsible manner, the MGB requires the two municipalities to provide sufficiently comprehensive and detailed information that fully addresses the issue of cost and revenue sharing. Regardless of the information provided to the MGB may recommend, or the Lieutenant Governor in Council may, pursuant to section 127 of the Act, decide that the amount for cost/revenue sharing will be determined through arbitration under the <i>Arbitration Act</i>.</p>
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<p>Regional Community Development Memorandum of Agreement Between The</p> <p>Municipal District of Greenview No. 16 and the Town of Grande Cache, Town of Fox Creek, Town of Valleyview</p>	<p>The Municipal District shall provide unconditional Regional Community Development Funding as contemplated under this agreement to each of the Towns, once each year prior to October 1st of the year in question, in the amount specified within this agreement.</p> <p>Each Town shall receive TWO MILLION DOLLARS in Regional Community Development Funding from the MD of Greenview for the calendar years of 2012 and 2013. For 2014-2017 inclusive, each Town shall receive funding from the Municipal District, each year based on the following:</p> <ul style="list-style-type: none"> • For purposes of calculating the amount to be given by the Municipal District to each Town each year, the 2012 non-residential assessment for the MD of Greenview shall be used as a base and \$2,000,000.00 shall be used as a base contribution amount; • Each year, starting in 2014, for which the 2013 non-residential assessment is used for calculating taxation for the MD, the total non-residential assessment amount used to calculate taxation for that year shall be compared with the 2012 non-residential assessment for the Municipal District, and a percentage increase or decrease, as the case may be, will be derived from this comparison; • The base contribution of \$2,000,000.00 shall be adjusted applying this derived percentage increase or decrease, as the case may be, as that percentage is derived. <p>The Towns agree to provide the Municipal District with a report by July 1 of the following year to indicate how the funds provided in the previous year by the Municipal District were used. This report shall be received by the Municipal District for information purposes only.</p> <p>The parties acknowledge that funding provided pursuant to any other agreements, (ie airports, fire services) is funding in addition to, and separate from this funding agreement. This agreement does not affect any funding received by the Towns from the Municipal District under any other valid and duly executed agreement.</p> <p>During the term of this agreement, specific capital funding requests can be made to the Municipal District by any of the Towns and such a request will be reviewed and considered on a case by case basis by the Municipal District.</p>

	<p>This Agreement shall expire on December 31, 2017. Prior to that date, this Agreement may be terminated by either party giving six (6) months notice in writing to the other party.</p> <p>During this term of this agreement it is agreed that annexation or dissolution shall not be pursued by the Towns unless there is mutual agreement of the Municipal District and the Town or Towns in question.</p>
<p>Municipality of the County of Annapolis and the Municipality of the District of Digby, Nova Scotia.</p>	<ol style="list-style-type: none"> 1. The purpose of this Tax Sharing Agreement is to provide for sharing of commercial property taxes paid to Annapolis by the Digby-Annapolis Development Corporation, a body corporate established by Agreement between Digby and Annapolis dated the 1st day of October 2001 ("umbrella agreement"). 2. This Tax Sharing Agreement is made pursuant to Section 68 of the <i>Municipal Government Act</i>. 3. Subject to Section 4, this Tax Sharing Agreement shall commence in the 2002-03 municipal fiscal year and shall remain in force in each succeeding municipal fiscal year during which the Digby-Annapolis Development Corporation pays commercial property taxes to Annapolis. 4. This Tax Sharing Agreement shall terminate upon admission of new parties pursuant to Section 25 of the umbrella agreement, withdrawal of Digby pursuant to Section 26 of the umbrella agreement or dissolution of the Digby-Annapolis Development Corporation pursuant to Section 28 of the umbrella agreement. 5. Annapolis agrees to negotiate a new Tax Sharing Agreement upon admission of new parties pursuant to Section 25 of the umbrella agreement. 6. Annapolis shall pay Digby fifty percent (50%) of the commercial property taxes paid by the Digby-Annapolis Development Corporation to Annapolis, not later than 30 days after such payments are received by Annapolis. 7. Annapolis shall provide Digby with copies of all assessment notices and tax bills with respect to the Digby-Annapolis Development Corporation tax account. 8. Digby shall pay Annapolis fifty percent (50%) of any refunds of commercial property taxes paid by Annapolis to the Digby-Annapolis Development Corporation arising from amended assessment notices or other adjustments, not later than 30 days after such payments are made by Annapolis. 9. Annapolis and Digby agree that business occupancy taxes are not subject to tax sharing under the terms of this Agreement and business occupancy taxes paid by the tenants of the Digby-Annapolis Development Corporation shall be retained by Annapolis in consideration of the municipal services provided by Annapolis. 10. Annapolis and Digby agree that if the Government of Nova Scotia eliminates business occupancy assessment and

	<p>taxation, Annapolis shall retain the full amount of the increase in commercial property taxes that is attributable to such change in legislation, which shall not exceed the amount recovered by the Digby-Annapolis Development Corporation from its tenants under the legislation.</p>
<p>City of Fitchburg and City of Madison Wisconsin: Revenue Sharing Formula for Tri-North Property</p>	<p>WHEREAS, as an alternative to further common boundary alterations, Madison wishes to be compensated for providing the necessary water utility infrastructure and service to permit full development of the Tri-North Property which is the subject of this Agreement; and</p> <p>WHEREAS, it is in the best interests of Fitchburg and Madison to enter into this Revenue Sharing Agreement.</p> <p>NOW THEREFORE, in consideration of the mutual promises and agreements of Fitchburg and Madison, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:</p> <ol style="list-style-type: none"> 1. <u>Revenue Sharing Formula.</u> Fitchburg and Madison agree to share property tax revenues on the Tri-North Property in the following manner: <ol style="list-style-type: none"> (a) Fitchburg agrees to make annual payments to Madison of fifty percent (50%) of the Fitchburg local share of general property taxes related to the improvements to the Tri-North Property only. (b) Such annual payments shall commence in the first full tax year following the completion and occupation of the said Tri-North improvements on the above described land and continue for seven (7) years. A total of seven payments shall be made. Fitchburg expects the Tri-North improvements to be completed and occupied sometime during 2007. (c) Payments shall be made to Madison on the first day of August in each of the seven years payments are to be made under this Agreement. 2. <u>Term.</u> The term of this Agreement shall be for ten (10) years (the "Term"), commencing as of the effective date of this Agreement. Each year of the Term, as measured from the effective date of this Agreement, is a "Contract Year." On the passing of the effective date of this Agreement in the tenth Contract year, this Agreement shall automatically terminate. 3. <u>Water Supply.</u> Madison agrees to supply the Tri-North Property, in perpetuity, with water utility service. The Tri-North Property shall be treated as a customer of Madison Water Utility, subject to all applicable Madison Water Utility ordinances and rules, including, but not limited to, prior to connection payment of \$16,348.79 of outstanding costs for water main installation, as well as actual costs of connection. Fitchburg shall levy as a tax upon the Tri-North Property parcel(s) for which Madison Water Utility service was given any delinquent Madison Water Utility bills and penalty for collection pursuant to Sec. 66.0809, Wis.

	<p>Stats., and shall pay all such revenues collected directly to the Madison Water Utility. The Madison Water Utility shall have no obligation to serve or supply other Fitchburg lands in the area of the Tri-North Property with public water utility service.</p>
<p>City of Terrace and Kitselas First Nation Airport Lands Joint Venture</p>	<p>The Joint Venture and Revenue Sharing Agreements stem from a commitment from the April 19, 2007, Memorandum of Understanding between the parties and further develops the business relationship between the City and the Kitselas First Nation. The significant aspects of the Joint Venture Agreement include contributions, conduct of the venture and division of assets.</p> <p>Airport Lands Joint Venture Agreement The agreements encompass approximately 900 hectares of Airport Lands including the Skeena Industrial Development Park and future Groundside Commercial lands at the Airport. The Parties create a joint venture to develop and market the Airport Lands for the economic benefit of the Parties and the region.</p> <p>Objectives of the Agreements are to:</p> <ul style="list-style-type: none"> • Optimize return on investment • Foster the development of the regional economy • Attract new business investment to the Terrace area • Generate tax revenues; and • Address the Parties' needs for industrial lands. <p>The Revenue Sharing Agreement is based upon the fairness principle of per capita sharing. The revenue sharing formulae uses the latest Canadian Census Count as the basis for establishing each Parties respective share of the Annual Net Taxation Revenue.</p> <p>The parties agree that their respective shares of the Annual Net Revenue will be based on the following specific formulae:</p> <p>Annual Kitselas Revenue = Annual Net Revenue x Kitselas Population / (KITSELAS POPN + TERRACE POPN)</p> <p>Annual City Revenue = Annual Net Revenue – Annual Kitselas Revenue</p>
<p>Minneapolis/St. Paul Minnesota</p>	<p>The Minnesota Fiscal Disparities Act of 1971 was an innovative attempt to address growing fiscal concerns within the seven county Minneapolis-St. Paul region. Although the region is made up of 186 cities, villages and townships; 48 school districts; and 60 other taxing authorities, the regional government views the region as one large, interconnected economy. Under the region's tax-base sharing system, each municipality is required to contribute a percent of the increase in value from its commercial-industrial (C/I) property to a regional pool.</p>

	<p>The philosophy behind the Act was that while commercial and industrial development provides needed tax revenue for certain municipalities, these developments are largely funded through regional and state financing. Tax-base sharing allows the other parts of the region that contributed to the financing to benefit, not just the municipality with the new development. In 2000, 28% of the region's C/I tax base went into the pool. In 1998, 137 cities, villages, and townships received funding while 49 did not. Within the region, tax base disparity (as measured by per capita C/I value per capita) was reduced from 50 to 1 to approximately 12 to 1, but for cities with populations over 9,000 people the ratio of tax base disparity dropped from 18 to 1 to 5 to 1.</p> <p>Each taxing jurisdiction contributes 40 percent of the growth in its C/I property tax base since the 1971 assessment to a regional pool. (Residential property tax increases are not included.) C/I property includes all businesses, offices, stores, warehouses, factories, gas stations, parking ramps, etc. It also includes public utility property and vacant land which is zoned commercial or industrial. The growth in value considered is the total net change in net tax capacity since 1971, including the effects of new construction, inflation, demolition, revaluation, appreciation, and depreciation.</p> <p>The distribution of the pool is based on fiscal capacity, defined as equalized market value per capita. This means that:</p> <ul style="list-style-type: none"> • If the municipality's fiscal capacity is the same as the metropolitan average, its percentage share of the pool will be the same as its share of the area's population; • If its fiscal capacity is above the metro average, its share will be smaller; • If its fiscal capacity is below the metro average, its share will be larger.
<p>City of Franklin and Southampton County, Virginia Annexation and Revenue Sharing Agreement</p>	<p>The City shall annually pay to the county a sum equal to one-half (½) of the net tax revenues and of the net utility revenues collected by the City each year from that portion of the Phase I Area designated as the Industrial Corridor.</p> <p>`Tax Revenues` shall mean moneys the City collects from local taxes it levies upon assets, transactions and privileges within its taxing jurisdiction, including but not limited to property taxes, local option sales and use taxes, consumer utility taxes, business license taxes, motor vehicles license taxes, bank stock taxes, and recordation taxes. Federal and state funds, including state sales and use tax distributions, shall not be included.</p> <p>The amount o of `net tax revenues` shall be calculated each year by subtracting from the total tax revenues derived from the Industrial Corridor a sum equal to the City's operational and capital</p>

	<p>improvement expenses, from local funds allocable to those governmental services provided by the City within the Industrial Corridor. Such services shall be those that are necessary to effectively and adequately maintain and develop industrial properties and are those that are commonly furnished by cities to industrial properties, including but not limited to police protection, fire.</p> <p>“Utility revenues” shall mean moneys the City collects from customers to whom it furnishes water, sewer, gas, or electric services. The amount of net utility revenue shall be calculated each year by subtracting from the total utility revenues derived from customers in the Industrial Corridor a sum equal to the City’s operational and capital improvement expenses, from local funds, allocable to those utility services furnished by the City in the Industrial Corridor.</p>
<p>Meadowlands, New Jersey Tax Base Sharing</p>	<p>During the creation of the Master Plan, adopted in 1972, it became apparent that a tax sharing plan among communities was essential. The legislators saw the need to create a fiscal device to share the benefits of development as they zoned certain areas for industrial, commercial and residential use and others for parks, highways, open space and other non-taxable public uses. The Master Plan was created on the basis of the best possible use of land based on its location and needs. In approaching zoning on a regional basis, the possibility of financial inequities arose.</p> <p>Simply stated, if a large section of Community A is zoned for a park and a large section of Community B is zoned for a major office, residential or warehouse project, then Community B should share some of the benefits derived from development. The tax sharing plan was designed to balance these inequities so that the region could be developed as a unit with town-to-town equality. In short, each community will get a proportionate share of the property taxes from "new" (post 1970) development, regardless of where it occurs.</p> <p>The Formula</p> <p>Taxes collected from ratables existing in the Meadowlands portion of a community before 1970 are not subject to the tax sharing procedure. The municipality retains its full taxing collection powers. Properties in the Meadowlands portion of the town are taxed in exactly the same manner as all other properties.</p> <p>The first step in the tax sharing formula calls for payment of county taxes by the municipality. What remains, minus the amount collected on ratables existing in 1970, is subject to the tax sharing plan. Each community then directly retains 60 percent of the revenues left after payment of county taxes and deduction of pre-1970 ratables. Each community also receives a payment for school</p>

	<p>pupils living in District residential development equal to the cost of educating these children and, finally, each town receives a payment reflecting the percentage of property the community has in the Meadowlands District.</p> <p>Communities whose total credits are larger than the amount subject to tax sharing receive payments from the tax sharing fund; communities whose total credits are less than the amount subject to tax sharing pay into the tax sharing fund. <i>The Commission receives no money from the fund; it serves merely as the routing agent.</i></p> <p>Projections made by the Commission indicate that, at full development, each Meadowlands community will have an excess of tax monies beyond the cost of delivering services to the Meadowlands portion of that community.</p>
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Appendix G: Southeast Regional Economic Development Authority

Repealed Bylaw 1-2024

Appendix H: Socio-Economic Profile

Repealed Bylaw 1-2024