

Boundary Altering Agreement

Between:

The Rural Municipality of _____ No. _____ a municipal corporation, having its office at _____, Saskatchewan, _____; (hereinafter referred to as "the R.M.")

- and -

The City of _____, a municipal corporation, having its office at _____, Saskatchewan, _____; (hereinafter referred to as "the City")

Whereas, the land and improvements located in the _____ lying north of _____, and the land and improvements located in the _____ lying northeast of the _____ and _____, and the land and improvements located in the _____ (all three locations hereinafter referred to as "the Land") are within the boundaries of the R.M.;

AND WHEREAS, the City has made a request to alter the boundaries of the City to include the Land;

AND WHEREAS, the R.M. is agreeable to the annexation of the Land subject to the conditions stated in this Agreement;

AND WHEREAS, Section 53 of The Municipalities Act and Section 43 of The Cities Act 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;

NOW THEREFORE, the R.M. and the City agree as follows:

- 1. In consideration of the R.M. agreeing to the annexation of the Land, the City agrees as follows:
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:
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 of this Agreement (January 1, 2019) the City mill rate will apply to all land and improvements within the boundaries of the Land.
b) The City shall, in perpetuity, pay annually to the R.M. 25% of all municipal taxes collected on all existing and future land and improvements in the area referred to as the Land. Notwithstanding the foregoing the amount to be paid annually to the R.M. shall be not less than the 2008 municipal tax levy on the Land.
c) The City will forward to the R.M., on January 1, 201____, \$14,000.00 in recognition of the Municipal Reserve Fee that would have been collected for a proposed subdivision, if the Land had remained within the R.M. boundaries.
d) 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.
2. The R.M. shall by resolution agree to a transfer which will cause the Land to form a part of the boundaries of the City, effective January 1, 201____, subject to the approval of the Minister of Municipal Affairs.

Signed this 1 day of _____, 20____ R.M. OF _____ NO. _____

"seal"

_____, Reeve

_____, Administrator

CITY OF _____

Signed this ____ day of _____, 20____

"seal"

_____, Mayor

_____, City Manager

The following is a compilation of several arrangements and agreements currently enjoyed by the R.M. of _____ No. _____ and the City of _____ which were arrived at with a vision and spirit of cooperation developed together in effort to create an environment of economic prosperity that benefits our entire community. This realization that a strong economy in each municipality is clearly beneficial to both, has made possible what once seemed impossible.

The two municipalities currently enjoy an excellent relationship and believe that the growth and prosperity of the area can be enhanced by the City and RM working together. This relationship has fostered the continuation of some long standing agreements and paved the way for new agreements, arrangements and partnerships with the common goal of enhancing the short and long term viability and prosperity of each municipality. The agreements and arrangements we share are as follows:

1. Fire Protection Agreement:

The City of _____ Fire Department currently provides, under agreement, fire protection services to the R.M. of _____. (A copy of this agreement is enclosed).

- The R.M. compensates the City at a rate of \$7.00 per capita for the total population of the R.M.
- The R.M. also pays to the city a fee of \$1,200.00 per hour for fire fighting services.
- The R.M. has committed to purchase appropriate equipment for use by the fire department to fire fighting efforts in the RM

2. Sanitary Landfill Site Agreement:

The City of _____ currently provides, under agreement, the use of their Landfill, to the RM. (A copy of this agreement is enclosed).

- The R.M. compensates the city at a rate of \$8.50 per capita for the total population of the R.M.

3. Water Agreement:

The City of _____ currently sells water, under agreement, to R.M. ratepayers. (A copy of this agreement is enclosed).

- The R.M. pays to the City \$5,000 for every new residential water connection.
- The R.M. pays to the City \$7,500 for every new commercial water connection.
- The City invoices R.M. ratepayers at a rate of 1.75x the rate charged to city rate payers.
- The City permits the R.M. to install pipelines, (to be approved by SERM) at the RM'S discretion.

4. Boundary Alteration Agreement:

The R.M. has agreed to permit the City of _____ to enlarge their boundaries by assuming the _____ and the portion of _____ that lies north east of the _____, as part of their boundaries. (A copy of this agreement is enclosed)

- The City will maintain the R.M. mill rate for existing property and improvements for 10 years.
- The City will pay to the R.M., annually, and in perpetuity, an amount equal to 25% of the municipal taxes collected on this land.
- The City will be responsible for all costs including servicing and other issues.

5. Residential Development Policy:

The R.M. has approved a policy that states that they will not pursue large scale intensive residential development adjacent to the City of _____ that would require substantial infrastructure upgrades (A copy of this policy is enclosed). Residential development that the R.M. will continue to pursue include the following:

- Lakeshore developments in the area of _____ and the _____;
- Extended development of existing residential and hamlet districts;
- Acreage type developments

6. Commercial Parcel Sizes:

The R.M. and City have an understanding relating to the size of industrial parcels of land to be approved in each jurisdiction:

- The City will not approve an industrial subdivision with an area greater than 5 acres without discussion with the R.M;
- The R.M. will not approve an industrial subdivision with an area less than 5 acres without discussion with the City.

7. Contributions to Recreation, Cultural and Economic Development:

The R.M. has approved a policy that states, during times that council enjoys a strong financial climate, they will make annual contributions to City services as follows: (a copy of this policy is enclosed)

- \$70,000 to City Recreation and Cultural Services
- \$20,000 to the _____ and District Board of Tourism Trade & Commerce, to be used for Economic Development purposes, jointly with the City of _____.
- \$10,000 to the _____ and District Board of Tourism Trade & Commerce, to be used for tourism activities.
- The R.M. appoints a member to sit on the Board of Tourism Trade & Commerce.

8. Contribution to the New Civic Auditorium:

The R.M. has committed a total of \$500,000.00 towards the construction of the _____.

- The R.M. will contribute \$50,000.00 per year for 10 years, commencing in 2008.

Together we recognize our agreements, arrangements and partnerships, this 14th day of August, 2008.

Reeve, I _____ R.M. of _____ No. _____

Mayor _____ City of _____

City Manager _____