

COUNCIL PRESENT:

Reeve	Tom S. Hougham
Division 1	Leonard Larre
Division 2	Carri Zeller
Division 3	Owen Fischer
Division 4	Ronald Gory
Division 5	Gay Noeth
Division 6	Evan Priest

STAFF PRESENT:

Allison Roschker, Chief Administrative Officer
Vanessa Nasby, Administrative Assistant
Dan Fedirko, Public Works @ 9:36 a.m.
Aaron Neilly, Infrastructure Manager @ 9:36 a.m.

CALLED TO ORDER:

9:04 a.m. The Regular Meeting was called to order by Reeve Hougham.

1-1 DECEMBER 6, 2023 AGENDA ADDITIONS:

2023-12-06-001 ZELLER: That the R.M. of Frenchman Butte No. 501 Council approves adding the following to the December 6, 2023 Agenda:

- 13-7 Fire Ban

Carried

1-1 DECEMBER 6, 2023 AGENDA:

2023-12-06-002 FISCHER: That the R.M. of Frenchman Butte No. 501 Council approves the December 6, 2023 Agenda to be used as a guideline.

Carried

2-1 NOVEMBER 22, 2023 MINUTES:

2023-12-06-003 NOETH: That the R.M. of Frenchman Butte No. 501 Council approves the November 22, 2023 minutes as presented.

Carried

4-1 NOVEMBER 2023 BANK RECONCILIATION:

2023-12-06-004 NOETH: That the R.M. of Frenchman Butte No. 501 Council acknowledges the November 2023 month end Bank Reconciliation balances as follows:

Chequing Account Operating	\$ 11,922,581.83
St. Walburg Health Account	\$ 2,346.50
Turtleford Health Account	\$ 8,118.18
Online Banking Account	\$ 28,878.05
Term Deposits (0.25%-3.45% Expiring 31-Jan-24 to 31-Jan-28)	\$ 1,157,302.49
Total Cash in Bank as of November 30, 2023	\$ 13,119,227.05
Petty Cash	\$ 200.00
Total Cash and Short-Term Investments	\$ 13,119,427.05

Carried

4-2 NOVEMBER 2023 STATEMENT OF FINANCIAL ACTIVITIES - DETAILED:

2023-12-06-005 NOETH: That the R.M. of Frenchman Butte No. 501 Council acknowledges the November 30, 2023 month end Statement of Financial Activities – Detailed, which is attached to and forms part of these minutes as Appendix C.

Carried

5-1 PAYROLL- PP2023-25:

2023-12-06-006 ZELLER: That the R.M. of Frenchman Butte No. 501 Council approves the payroll accounts for the pay period **November 19 – December 2, 2023. Authorization #423 direct deposit dated December 8, 2023, totaling \$30,199.83.**

Further, that a schedule of these payments be annexed to and form part of these minutes as **Appendix A Salaries and Wages November 19 – December 2, 2023.**

Carried


Reeve


CAO

5-2 COUNCIL REMUNERATION:

2023-12-06-007 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves the electronic payment of November 2023 Council Remuneration for the following amounts less deductions on December 22, 2023:

• Reeve Hougham	\$2,297.20
• Councillor Larre	\$553.90
• Councillor Zeller	\$2,276.00
• Councillor Fischer	\$1,352.00
• Councillor Gory	\$957.60
• Councillor Noeth	\$1,681.10
• Councillor Priest	\$2,556.80

Carried

5-3 LOST CHEQUE AFFIDAVIT:

2023-12-06-008 PRIEST: That the R.M. of Frenchman Butte No. 501 Council acknowledges voiding and reissuing of the following lost cheque:

• Cheque # 31676	Redhead Equipment	\$722.22
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Carried

5-4 ACCOUNTS – DECEMBER 6, 2023:

2023-12-06-009 GORY: That the R.M. of Frenchman Butte No. 501 Council approves the following payments dated December 6, 2023.

• 31968 to 32005	Totaling	\$246,476.52
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Carried

9:36 a.m. Dan Fedirko and Aaron Neilly entered Council Chambers to discuss Public Works Report.

6-2 SITE OCCUPANCY REDUCTION, GRID 797:

2023-12-06-010 GORY: That the R.M. of Frenchman Butte No. 501 Council approves the reduction of 25 days from the total amount of charged site occupancy days to Carmacks during the construction of Grid 797.

Carried

10:39 a.m. Dan Fedirko and Aaron Neilly left Council Chambers.

RECESS MEETING:

2023-12-06-011 FISCHER: That the R.M. of Frenchman Butte No. 501 Council recess for a 10 minute break.

Carried

RECONVENED MEETING:

10:57 a.m. The Regular Meeting of Council was reconvened by Reeve Hougham.

6-1 STAFF WAGE INCREASE:

2023-12-06-012 PRIEST: That the R.M. of Frenchman Butte No. 501 Council approve a 4.5% general economic increase effective the first pay period of 2024 to 900-100 Human Resources Total Compensation/Recognition Policy Base Pay Salary Grid Schedule "A" for 2024, which a copy is attached to and forms part of these minutes as Appendix D Base Pay Salary Grid.

Carried

6-1 SALARY GRID RECOMMENDATION:

2023-12-06-013 LARRE: That the R.M. of Frenchman Butte No. 501 Council acknowledges the following wage step increase:

- Shannon McLean from Infrastructure Assistant Salary Grid 7, Step 5 to Infrastructure Assistant Salary Grid 6, Step 6, effective December 3, 2023;
- Vanessa Nasby from Administrative Assistant Salary Grid 5, Step 5 to Administrative Assistant Salary Grid 3, Step 6 effective December 3, 2023.

Carried


Reeve


CAO

6-1 STAFF/COMMITTEE REPORTS:

2023-12-06-014 LARRE: That the R.M. of Frenchman Butte No. 501 Council acknowledges written and verbal reports by Infrastructure Manager, Aaron Neilly, Chief Administrative Officer, Allison Roschker, and Public Works Foreman, Dan Fedirko.

Carried

RECESS MEETING:

2023-12-06-015 ZELLER: That the R.M. of Frenchman Butte No. 501 Council recess
12:02 p.m. for a 60 minute break.

Carried

RECONVENED MEETING:

1:00 p.m. The Regular Meeting of Council was reconvened by Reeve Hougham.

13-1 PUBLIC MEETING – 100-07 COUNCIL REMUNERATION, CODE OF ETHICS, RECOGNITION & SYMPATHY POLICY:

1:00 p.m. Reeve Hougham declared the Public Meeting open to discuss 100-07 Council Remuneration, Code of Ethics, Recognition & Sympathy Policy. There were no individuals in attendance expressing concerns regarding the proposed development. No written submissions were received in regards to proposed development.

1:06 p.m. Public Hearing was closed by Reeve Hougham.

13-2 PUBLIC MEETING – 100-06 PURCHASING POLICY:

1:15 p.m. Reeve Hougham declared the Public Meeting open to discuss 100-06 Purchasing Policy. There were no individuals in attendance expressing concerns regarding the proposed development. No written submissions were received in regards to proposed development.

1:20 p.m. Public Hearing was closed by Reeve Hougham.

2:04 p.m. Vanessa Nasby left Council Chambers.

IN-CAMERA:

2023-12-06-016 FISCHER: That the R.M. of Frenchman Butte No. 501 Council moves
2:04 p.m. in-camera to discuss legal issues as authorized by the legislative authority of *The Municipalities Act* Section 120 including the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*.

Carried

OUT-OF-CAMERA:

2023-12-06-017 NOETH: That the R.M. of Frenchman Butte No. 501 Council rises
2:50 p.m. from the in-camera discussion.

Carried

2:50 p.m. Vanessa Nasby entered Council Chambers.

12-3 PURCHASING POLICY 100-06:

2023-12-06-018 PRIEST: That the R.M. of Frenchman Butte No. 501 Council approves the amended 100-06 Purchasing Policy and a copy is attached to and forms part of these minutes.


Carried

12-4 AMENDED COUNCIL REMUNERATION, CODE OF ETHICS, RECOGNITION AND SYMPATHY POLICY 100-07:

2023-12-06-019 ZELLER: That the R.M. of Frenchman Butte No. 501 Council approves the amended 100-07 Council Remuneration, Code of Ethics, Recognition and Sympathy Policy and a copy is attached to and forms part of these minutes.

Carried


Reeve


CAO

13-5.1 PARADISE HILL EARLY LEARNING CENTRE EVENT HOSTING GRANT:

2023-12-06-020 FISCHER: That the R.M. of Frenchman Butte No. 501 Council as per motion 2023-02-08-022 award the Event Hosting Grant to the Paradise Hill Early Learning Centre in the amount of \$500.00.

Subject to provision of paid receipts and/or cancelled cheques.

Carried

13-5.2 SEW SOCIAL STITCHERS EVENT HOSTING GRANT:

2023-12-06-021 ZELLER: That the R.M. of Frenchman Butte No. 501 Council as per motion 2023-02-08-022 award the Event Hosting Grant to the Sew Social Stitchers in the amount of \$500.00.

Subject to provision of paid receipts and/or cancelled cheques.

Carried

13-6 HAMLET MONTHLY WATER REPORT:

2023-12-06-022 NOETH: That the R.M. of Frenchman Butte No. 501 Council acknowledge the presentation of the Hamlet of Frenchman Butte Water Treatment Plant Monthly Report for November 2023 and instructs Administration to place a copy of the report on file for future reference.

Carried

13-3 AMENDED MUNICIPAL OR PUBLIC RESERVE POLICY 600-01:

2023-12-06-023 PRIEST: That the R.M. of Frenchman Butte No. 501 Council approves the amended 600-01 Municipal or Public Reserve Policy and a copy is attached to and forms part of these minutes.

Carried

13-4 AMENDED BRUSHING/MULCHING CLEARING COMPENSATION POLICY 300-09:

2023-12-06-024 LARRE: That the R.M. of Frenchman Butte No. 501 Council approves the amended 300-09 Brushing/Mulching Clearing Compensation Policy and a copy is attached to and forms part of these minutes.

Carried

14-1 CORRESPONDENCE – DECEMBER 6, 2023:

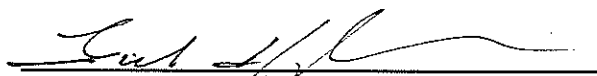
2023-12-06-025 PRIEST: That the R.M. of Frenchman Butte No. 501 Council accepts the December 6, 2023 correspondence as information to be filed as presented to Council, outlined in Appendix B.

Carried

15-1 ADJOURNMENT:

2023-12-06-026 GORY: That the R.M. of Frenchman Butte No. 501 Council adjourns this Regular Meeting of Council at 3:58 p.m.

Carried


Reeve


Chief Administrative Officer



R.M. of Frenchman Butte No. 501

POLICY TITLE Purchasing Policy		ADOPTED BY 2018-03-07-022	POLICY NO. 100-06
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: December 6, 2023	Resolution No. 2023-12-06-018

1.

PURPOSE:
To ensure value for all expenditures, control over the purchase of goods and services, fair competition, and to establish limits on purchasing authority so that the Rural Municipality of Frenchman Butte No. 501 (“the RM”) may operate effectively and efficiently.
2.

DEFINITIONS:

2.0

CAO: Chief Administrative Officer

2.1

Capital Spending:
Refers to any expenditure for an asset with a life expectancy greater than one year.

2.2

Council:
Means Council for the Rural Municipality of Frenchman Butte No. 501.

2.3

Lowest Evaluated Bid/Quotation:
The bid/quotation meeting the specifications at the lowest cost to the RM, considering such factors as suitability, price, availability, parts availability, warranty, service, related administrative or maintenance cost, disposal value, equipment, financial ability, previous experience and any other applicable criteria as established by Council as well as local supplier on procurement below the minimum thresholds set out in the New West Partnership Trade Agreement (“NWPTA”). With regard to construction contracts, further consideration will be; the ability to do the work, past performance on previous work and references provided. The RM reserves the right to make its own inquiries in evaluating the above criteria.

2.4

Qualified:
Means that in the opinion of the RM, the contractor has the equipment, expertise and ability, physically and financially, to supply or perform the goods, services or work tendered, bid or proposed, and whose past performance or references are satisfactory to the RM.

2.5

Purchases:
Any purchases made by the RM that meets the following criteria: Conforms to a plan , project or program approved by RM Council in the budget process; and complies with established spending limits as set out in this *Purchasing Policy*.

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- 2.6 Professional Services:**
Shall include the services of a Consultant, Engineer, Environmental Monitor, or Insurance Broker.
- 2.7 Emergency Operational Purchases:**
A purchase made by the CAO or Public Works Foreman or Infrastructure Manager that is required in order to continue operations that is typically needed on short notice for repairs resulting from plant, equipment or infrastructure failures.
- 2.8 Operational Spending:**
Refers to any expenditure on items whose life is normally expected to be less than one year or on repairs and maintenance to longer-term assets.
- 2.9 Spending Limits:**
The maximum amount that can be expended without exceeding authority to do so.
- 2.10 Telephone/Email Quotation:**
The process of securing a price quotation by telephone or email.
- 2.11 Invitation to Tender:**
Is primarily used in construction projects and other large purchases wherein the RM identifies what it wants and how the work will be done or the good supplied. An invitation tender package will be sent to select contractors providing a detailed description of the work/service the RM is seeking as well as setting out detailed instructions to bidders and how the process of competition will be conducted.
- 2.12 Public Tenders:**
Are primarily used in construction projects and other large purchases wherein the RM identifies what it wants and how the work will be done or the good supplied. The tender will be advertised publicly at large to the general community providing a detailed description of the work/service the RM is seeking as well as setting out detailed instructions to bidders and how the process of competition will be conducted. See attached Appendix A: Request for Tender form.
- 2.13 Request for Quotation (RFQ):**
A Request for Quotation is typically a shorter, simplified competitive tendering process used when the scope or specifications of the good, service or project are known and clearly defined and is commonly used for the purchase of equipment, parts, or projects that are of a lesser value and done/required on a regular basis (i.e. graders and small road projects, etc.). The criteria for evaluating RFQ's is based on weighting established by Council and typically includes price, qualifications/abilities of bidder and any other applicable criteria, using a template as identified in Appendix "A" based on specifications established by Council.



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2.14 Request for Proposal (RFP):

A Request for Proposal is used when the scope or specifications of the project are only generally defined and a qualitative evaluation process with clearly defined criteria is utilized. The RFP typically provides bidders an opportunity to propose and present their unique approach, quality, ability, creativity, ingenuity and other outstanding qualities and qualifications/experience as well as the knowledge, skill and ability of their representatives in achieving the outcome desired. A two-envelope system or tender prequalification may be incorporated into the prices based on the established criteria. RFP, proposals are ranked based on weighted criteria as established by Council using a template as identified in Appendix "A", tender price is only one criteria used to score the proposals.

2.15 Emergency:

Means a present or imminent situation or condition that requires prompt action to prevent or limit:

- 1) Loss of life;
- 2) Harm or damage to the safety, health or welfare of people; or
- 3) Damage to property or the environment;

2.16 Standard Billing Items:

Regular operational spending that is necessary to ensure the efficient, effective and safe day to day operations of the RM as provided for in Bylaw No. 2013-24 (wages/benefits/deductions/telephone/heat/power), annual salt purchases from the Department of Highways and such other spending as may be approved by Council resolution or through bylaw or policy.

2.17 Expression of Interest:

An Expression of Interest is used as a process of obtaining standing fixed prices from three or more businesses for the on demand (as needed/short notice/short term contract/lease or rental) supply of services and equipment or for fixed project costs when additional work of a seasonal/operational nature or special project is required by the RM to expand RM services and the RM does not have the necessary equipment, time or resources to safely, efficiently and effectively complete the work or the tendering process. Expression of Interest rates shall be reviewed annually and adjusted if necessary. Once fixed on demand (as needed) prices and project costs are obtained through an expression of interest they may be used for ongoing as needed operational expenditures considering the qualified lowest evaluated bid. If the lowest qualified bid is not available to perform the work the RM will then go to the next qualified lowest evaluated bidder until a service provider is found. See Appendix "E" – Expression of Interest Form

3.0 SCOPE:

All RM expenditures shall be made in accordance with this policy.

4.0 POLICY:

It is the policy of the RM to:



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- 4.1 Provide the CAO, and the Public Works Foreman or Infrastructure Manager, with discretionary purchasing authority congruent with their professional responsibilities to the RM.
- 4.2 As such, the CAO and the Public Works Foreman or Infrastructure Manager shall ensure the financial resources of the RM are managed effectively and efficiently, that spending alternatives are examined prior to expenditures taking place, and that suppliers are treated equitably, assuring no preferential treatment and taking into consideration the best interests of the RM.
- 4.3 **Subject to Section 3, Scope**
- 1) The RM CAO, or designate in the CAO's absence, shall have the authority to:
 - a) Call for tenders, expressions of interest and arrange for contracts for the supply to the RM of goods, services and work as authorized by the budget.
 - b) Conduct negotiations with the Reeve or designate on behalf of the RM for the purchase, sale or exchange of land; secure options and purchases land under the direction of the Reeve and Council and execute agreements for the purchase, sale or exchange of land; subject to obtaining a resolution of council authorizing it.
 - c) Standard right of way agreements and borrowing area agreements templates shall be drafted by the CAO in accordance with the RM's borrowing area policy and right of way policy, and be approved by Council.
 - 2) The CAO's authority is subject to these limitations:
 - a) Council is to be provided with a detailed monthly summary of all purchases, contracts, services less than \$24,999.
 - b) All purchases up to \$25,000 unless otherwise stated in policy.
 - c) Resolutions of council are required for ALL purchases/contracts/ services greater than \$25,000.
 - d) Council approval shall be obtained before an Invitation/ Public Tender, RFQ, RFP is drafted, and before it is sent out.
 - e) All professional services over \$10,000 value must be hired after Council approval.
 - f) Council will be provided with a current summary of Expressions of Interests received by the RM.
- 4.4 The Public Works Foreman or Infrastructure Manager shall be authorized to make capital and operating expenditures up to \$5,000 per purchase provided that a detailed monthly summary is provided to council.
- 4.5 The CAO and the Public Works Foreman or Infrastructure Manager are authorized to delegate all or part of their spending limits to designated employees by way of written authorization accepted by the employee. Copies of all authorization letters are to be provided to the RM CAO or Reeve and placed in the employee's personnel file.
- 4.6 The CAO shall ensure that all purchase requests are formally documented using "Form D" and bear spending authority with the exception of office and shop supplies.



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- 4.7 The RM Council shall authorize the RM Solicitor to commence, defend or conduct any action or proceeding in any court or before any board or tribunal; and to settle any claims, grievances or lawsuits. The settlement of claims, grievances or lawsuits must be reported to RM Council for their information.

5.0 SPECIFIC SPENDING THRESHOLDS AND REQUIREMENTS

- 5.1 For procurement of goods and services with a value greater than \$75,000 and for construction projects with a value greater than \$200,000, the RM shall utilize a competitive, open and transparent purchasing process. Without limiting the generality of the foregoing, the tender/RFQ's/RFP's quotation/proposal process shall exhibit the following principles:
- 1) The evaluation criteria set out in paragraph 2.3 of this Policy shall be applied to every bid to determine the Lowest Evaluated Bid.
 - 2) The tender package must be advertised on the national electronic tendering service (www.sasktender.com) and comply with the MASH (Municipal Authorities, Schools, and Hospitals) procurement agreement as amended from time to time.
 - 3) The bid period will be appropriate for the item being tendered and the tender will set out the bid period.
 - 4) Tender packages shall be complete with full disclosure of all information available related to the project.
 - 5) The tender packages shall be complete with reasonable estimations of all quantities.
 - 6) The tender opening shall be in public. If the RM bids on its own project it shall submit a copy of its tender package to the Saskatchewan Association of Rural Municipalities at least 24 hours in advance of the tender opening.
- 5.2 For procurement of all goods and services and for construction projects of \$25,000 or greater but less than the thresholds set out in paragraph 5.1, the RM shall utilize a competitive, open and transparent purchasing process. Without limiting the generality of the foregoing, the RFQ's/RFP's/ tender /process shall exhibit the following principles:
- 1) The evaluation criteria set out in paragraph 2.3 of this Policy shall be applied to every bid to determine the Lowest Evaluated Bid.
 - 2) For the purchase of goods and services in excess of \$50,000, or \$100,000 for construction projects, the bid will be advertised on the national electronic tendering service (www.sasktender.com) unless otherwise directed by Council.
 - 3) The bid period will be appropriate for the item being tendered and the tender will set out the bid period.
 - 4) Tender packages shall be complete with full disclosure of all information available related to the project.
 - 5) The tender packages shall be complete with reasonable estimations of all quantities.
 - 6) The tender opening shall be in public. If the RM bids on its own project it shall submit a copy of its tender package to the Saskatchewan Association of Rural Municipalities at least 24 hours in advance of the tender opening.
- 5.3 For procurement of all goods and services and for construction projects where the value of the purchase is expected to be between \$1,000.00 and \$24,999:
- 1) If value is expected to be less than \$5,000.00 and either the CAO or Public Works Foreman or Infrastructure Manager deem it to be in the best interest of the RM or to



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be controversial in nature, three separate prices be obtained in writing and attached to the appropriate detailed monthly summary.

- 2) In the event that three written prices cannot be obtained, a written explanation shall be included on Appendix D.
- 3) If an Expression of Interest has been received and is used for the procurement of services and/or construction projects, the RM shall award the work to the qualified lowest evaluated bidder based on availability and operational needs.

- 5.4 Notwithstanding sections 5.1 to 5.3, when the RM is capable of completing a project, Council may determine that the work will be done without competitive purchasing practices and Council may authorize municipal staff and equipment to perform the work.

6.0 EVALUATING BIDS

- 6.1 In every competitive procurement process, the RM shall include the following rights in every bid solicitation:

- 1) The bid evaluation process will be conducted at the discretion of the RM, and the RM may decide to utilize other criteria other than those set out above. Without limiting the generality of the foregoing, the price to complete the work is not the only or primary criterion to be used by the RM in awarding the contract;
- 2) No bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in a tender/RFQ/RFP, and by submitting a proposal each proponent shall be deemed to have agreed it has no claim;
- 3) Waive minor non-compliance at its sole discretion;
- 4) Seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- 5) Contact any or all references to verify and validate any information submitted by them;
- 6) Request, before the award of any contract, specific information with respect to bidders' legal status;
- 7) Conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- 8) Verify any information through independent research, use of any government resources or by contacting third parties;
- 9) Interview, at the sole cost of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation;
- 10) The R.M. may choose not to accept any bid;
- 11) All bidders shall be to disclose all companies that will be performing work in their bid whether it is for goods or labour.



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7.0 AWARDING CONTRACTS

All tenders will be evaluated based on the evaluation criteria set out in the tender to determine the lowest evaluated bid.

7.1 Where there are equal bids, the RM may award to either bidder. For the purpose of making this decision the RM may ask for additional information from, or negotiate with, either or both bidders. Within thirty (30) days, the appropriate RM Official shall notify, in writing, all unsuccessful bidders who submitted bids.

7.2 All tenders shall be opened publicly; however details shall not be disclosed. Disclosure shall be limited to a summary of qualified submissions received. In cases where the lowest evaluated bid is not the lowest dollar bid, the total scores of all bids received will be made public within thirty (30) days but not individual criteria scores or the individual weighted evaluation. Council reserves the right to allow sufficient time to evaluate all tenders/RFQs, and RFPs and may, at its sole discretion, extend the thirty (30) day provision. Council will provide notice to all bidders in this case.

7.3 All contracts shall be executed prior to the commencement of work and/or acceptance of goods/services as provided for in Appendix C. Contracts shall be prepared for all goods and services that are provided over an extended period of time or require ongoing payments. Purchasing contracts exceeding \$25,000.00 will require a resolution of Council prior to such expenditure or execution of a contract. The CAO must complete and attach the "Approval for Execution of Agreements/Contracts" form (see attached Appendix B).

7.4 Once contracts or agreements are signed and approved, the approval of progress payments or monthly payments set out in the contract shall be submitted to the CAO who shall obtain the approval of Council prior to making payment.

8.0 SPECIFICATIONS, CRITERIA AND WEIGHTING:

8.1 The CAO shall be responsible for preparing specifications (and any changes thereto) and weighting of criteria for Council approval. Specifications, criteria and weighting are to be detailed to ensure that proper consideration is given to such factors as technical compatibility, safety, etc. yet practical to ensure competition. Where standards are required (i.e. valves, hydrants, etc.) specifications shall indicate the standard.

9.0 EXCEPTIONS

9.1 Contract Renewals:

- 1) The RM may utilize private sector contracts to provide some services to the ratepayers. This is done through contracts for specified periods of time and for specific services. The following provisions shall apply when it is in the best interest of the RM to renew the contract without going through the tendering process as identified above for the existing services.



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- 2) Contract renewals shall be subject to the following:
 - a) The Contractor has met all conditions of the existing contract.
 - b) The Contractor can continue to demonstrate ability to provide the service.
 - c) The Contractor continues to have the financial ability to carry out a new contract.
 - d) The RM in its sole discretion determines that the service remains substantially the same.
 - e) That the RM and Contractor can agree on a Without Prejudice basis to a new contract prior to the expiry of the current contract.
 - f) The contract is renewed for a period not to exceed three (3) years.

9.2 NOTWITHSTANDING the criteria set forth in Section 9.1, Council will determine in its sole discretion whether or not a contract will be offered for renewal.

9.3 The CAO will be authorized to process Standard Billing Items, Emergency Operational purchases and services obtained through an Expression of Interest without Council's approval. However, if for some reason the bills are not consistent with previous billings, then the CAO will investigate and report to the RM Council, depending upon the seriousness of the discrepancy.

10.0 CONTRACT FORMAT

In efforts to standardize the format of all contracts, compulsory clauses may be incorporated as provided for in Appendix C.

11.0 RESPONSIBILITIES:

- 11.1 The RM CAO shall be responsible for interpretation of this Policy.
- 11.2 The person responsible for initiating the purchase shall ensure that all capital items acquired have been identified in the Budget and fully approved by Council prior to acquisition.
- 11.3 This policy cannot be amended without Council approval but all Appendices may be amended from time to time.
- 11.4 This policy shall come into effect on March 7, 2018



Incorporated

R.M. of Frenchman Butte No. 501

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Purchasing Policy

Handwritten signature and initials



R.M. of Frenchman Butte No. 501

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Appendix A

REQUEST FOR TENDER/QUOTATION/PROPOSAL

Today's Date:

NAME:

MUST BE RECEIVED BY: _____ p.m. on _____, 20____
<insert time & date>

Please send sealed (quotation, tender, proposal) clearly marked:

<insert name of tender>

to:
RM of Frenchman Butte
Box 180
Paradise Hill, Saskatchewan SOM 2G0

DETAILS OF TENDER/QUOTATION/PROPOSAL:

<Insert details or name of Schedule or Document that outlines the details>
Background, Purpose, Scope (including Phases), Proposal Documents/Specifications, Submission Guidelines, Selection Criteria, Selection Process, Terms and Conditions

OPTIONAL CLAUSES: Tenders/Quotations/Proposal shall remain open for acceptance by the RM and are irrevocable for thirty (30) calendar days following the date specified for tender closing. Yes ☐ No ☐

Tenders/Quotations/Proposals received after the date and time specified for closing will be marked late and be returned unopened. Yes ☐ No ☐

CONTACT PERSON: Enquiries regarding the tendering procedure and particulars should be directed to:

<name of individual>

<phone number>

<fax number>

<e-mail address>

WEIGHTING CRITERIA should be established prior to tendering the good or service. Create this document and use it, in house, to evaluate the bids.

Self OK



R.M. of Frenchman Butte No. 501

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Appendix B

TO: Reeve and Members of Council

RE: Approval for Execution of Agreements/Contracts

Date: _____

1. Agreement/Contract (Name): _____

For: ☐ Execution

OR ☐ Review and Comment

2. The attached Agreement/Contract is recommended for approval in accordance with:

☐ Purchasing of Goods and Services Policy

☐ Approved through 20__ Budget

☐ Resolution of Council at a meeting held _____

☐ Bylaw No. ____/____

☐ Other (Explanation) _____

And,

☐ Deposit/Payment has been received

3. In accordance with the terms and conditions provided within the attached Agreement/Contract the following documentation is attached and/or has been distributed:

☐ Liability Insurance Certificate

☐ Workers' Compensation Board Clearance or 5% holdback

☐ Surety/Performance Bond

☐ RCMP Security Clearance

☐ Necessary plans, drawings, maps, addendums, schedules or other supporting documents are attached

☐ Copy of the payment/progress schedule

☐ Executed and Sealed if Corporation

☐ PST Clearance

I have reviewed all of the provisions in the Agreement/Contract and recommend same for Council approval and execution by the RM's proper signing officers.

RM CAO

[Handwritten signatures]

POLICY TITLE
Purchasing Policy

Appendix C

Sample Contract Form – see next page

IMPORTANT NOTES re: completing Contracts/Agreements:

In an effort to standardize the format of all RM of Frenchman Butte contracts, the following clauses are compulsory and must be included:

- Complete mailing addresses is required on first page of all contracts
- Employee Clause
- Occupational Health & Safety Clause
- Termination Clause
- 2 Million Dollar Liability Insurance Clause- a road construction contractor is required to have a 2 million dollar liability insurance policy. Council will identify any projects where an amount other than 2 million dollar liability insurance is required.
- Some projects may require a RCMP clearance and council will determine which ones.
- Legal Requirements
- “Non-Assignable” Contract
- Binding Agreement
- Term of Agreement
- Laws & Regulatory Bodies
- Sign & Seal (for incorporated companies), OR Sign & Witness (for individuals)

If you have questions, please contact the CAO at:

Box 180
Paradise Hill, Sask. S0M 2G0
Phone 306-344-2034
Fax 306-344-4434
rm501@sasktel.net





POLICY TITLE
Purchasing Policy

SAMPLE CONTRACT

This agreement made in duplicate/triplicate this ____ day of _____, A.D. 20 ____.

BETWEEN:

THE RM OF FRENCHMAN BUTTE,
a municipal corporation in the Province of Saskatchewan

hereinafter called the "RM"

- and -

<Name of Company/Individual>
<mailing address & postal code of Company/Individual>

hereinafter called the "CONTRACTOR"

Employee Clause

The RM has not, by virtue of this agreement, appointed the Contractor or any employee thereof, as an agent for, servant of or employee of the RM.

Occupational Health & Safety Clause

The Contractor shall, at all times, conduct his work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.

- a) The Contractor shall comply with *The Saskatchewan Employment Act, 2014*, and *The Occupational Health and Safety Regulations, 1996*, as both may be amended from time to time, throughout the term of the Agreement.
- b) The Contractor shall co-operate with any Occupational Health and Safety Committee or any Occupational Health and Safety Representative appointed by the RM.
- c) The Contractor shall, at all times, ensure protection of persons and property and provide such equipment and medical facilities as are necessary to supply first aid services to anyone who may be injured in connection with the work.
- d) The Contractor shall, at all times, ensure there is no harassment in the work place

The Contractor shall give all required notices, hold all required meetings and comply with all laws, ordinances, rules, regulations, codes, guidelines, directives and permits of all authorities having jurisdiction relating to the work or workers, which are or become in force during the term of this Agreement to ensure preservation of the public health and safety.

POLICY TITLE**Purchasing Policy**

Every Contractor shall, for himself, his heirs, executors, CAOs, successors and assigns, from time to time and at all times save harmless and keep indemnified the RM, its successors and assigns, from and against all claims and demands upon or in respect of compliance with the above paragraph and the provisions of *The Saskatchewan Employment Act, 2014*, and *The Occupational Health and Safety Regulations, 1996*, as amended, and also from and against all actions, suits and other proceedings whatsoever which at any time or times hereafter shall or may be brought or prosecuted against the RM, its successors and assigns, upon or in respect of compliance with the said paragraph and the said Act and Regulations, and also from and against all costs, damages, interest and expense, which the RM may bear or incur for or by reason of any such claim as aforesaid being made upon or in respect of compliance by the Contractor with the said paragraph and the said Act and said Regulations.

In the event of any accident caused by or related to the work being carried out under this Contract, the Contractor shall, in addition to compliance with Provincial Regulations, submit to the RM detailed Incident/Accident Report forms, within twenty-four (24) hours of its occurrence, a full and complete written report of the accident, including names of persons involved, nature and character of the injury and property damage.

All hazardous chemicals shall be stored safely in accordance with the *The Saskatchewan Employment Act, 2014*, and *The Occupational Health and Safety Regulations, 1996*, as amended, and as stated in the Material Safety Data Sheets (MSDS), and the RM shall be provided with a copy of the MSDS listing.

Termination Clause

1. The RM and the Contractor/Lessor/Tenant/etc. agree that this agreement/contract/lease may be terminated by either party at any time during the duration of this agreement/contract/lease by giving ninety (90) days written notice of such termination to the other party. Notice to be given hereunder shall be in writing and either delivered personally, sent by prepaid first class mail, or faxed to the parties at the following addresses:

To the RM: RM of Frenchman Butte
<Insert Contact Name & Dept.>
P.O. Box 180
Paradise Hill, Saskatchewan
S0M 2G0
Facsimile: (306) 344-4434 Phone 306-344-2034

To the other party:

<Insert complete mailing address and facsimile here>

2. Such notice shall be deemed to have been served on the expiration of twenty-four (24) hours after it is posted, if the notice is mailed; or such notice shall be deemed to have been served on the day of actual delivery, if the notice is served personally; or such notice shall be deemed to have been served on the business day following the transmission, if given by facsimile.



POLICY TITLE
Purchasing Policy

Insurance Clause

Two Million Dollar Liability Insurance or any other amounts council has determined necessary for the project. THE CONTRACTOR shall provide and maintain throughout the contract term, either by way of a separate policy, or by endorsement to their existing policy, Comprehensive General Liability insurance acceptable to the RM and subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and/or damage to property including loss or use thereof. THE CONTRACTOR shall hold the RM free and harmless from any liability claim and the contractor shall further supply the RM with a Certificate of Insurance.

RCMP Clause

When required by the RM, RCMP security clearance will be received prior to the employing of any persons.

Legal Requirements

The Contractor shall pay all Worker's Compensation, holiday pay, employment insurance, income tax, Canada Pension Plan, or any other Provincial or Federal Assessments arising out of this agreement and payable in respect of any employee hired by the Contractor and shall fulfill all legal requirements as an employer, as required by the Province of Saskatchewan.

Non-Assignable Contract

This Contract is non-assignable and as such, the Contractor shall not have the right to assign this Contract in whole or in part to any person, firm or corporation. If the Contractor assigns such rights in whole or part, then upon happening of such event, this contract shall terminate forthwith.

Contract is Binding

That this agreement shall be binding upon and be for the benefit of the parties hereto, and their respective heirs, executors, CAOs, successors and assigns.

Term of Agreement

The parties to this Agreement agree that the term of this agreement shall be from _____ to _____. Either party to this Agreement may terminate this Agreement by giving to the other party at least ninety (90) days written notice of termination.

Laws & Regulatory Bodies

This Agreement and the rights and obligations of the parties hereunder are subject to all present and future laws, rules, regulations and orders of any legislative body or duly constituted authority now or hereafter having jurisdiction.

This Agreement shall be interpreted and construed in accordance with the laws of Saskatchewan, and the parties agree to accept the jurisdiction of the courts of Saskatchewan and all Courts of Appeal there from for purposes of the interpretation, construction and enforcement of this Agreement.



Incorporated

R.M. of Frenchman Butte No. 501

POLICY TITLE
Purchasing Policy

Witness:

IN WITNESS WHEREOF THE RM OF FRENCHMAN BUTTE has hereunto affixed its Corporate Seal attested by the proper signing officers on its behalf this _____ day of _____ A.D., 20____.

RM OF FRENCHMAN BUTTE

Reeve

CAO

Use the following section for incorporated companies with a seal:

IN WITNESS WHEREOF THE <name of Company/Individual>
has hereunto affixed its Corporate Seal attested by its proper signing officers on its behalf

this _____ day of _____ A.D., 20____.

<Name of Company/Individual>

PER: _____

PER: _____

Use the following section for individuals who require a witness:

IN WITNESS WHEREOF the said <name of individual> has hereunto affixed his signature the day and year above first written.

Signed and Delivered in the presence of:

Witness: _____

PER: _____
<name of individual>

PER: _____



Incorporated

R.M. of Frenchman Butte No. 501

POLICY TITLE

Purchasing Policy

Appendix D

Project Approval Checklist

As per RM of Frenchman Butte Purchasing of Goods and Services Policy 100-06

Project Name: _____ Date: _____ Division: _____

Project Description:

Process Results (circle appropriate answer for each)

Yes	No	N/A	Phone Quotes = \$500 - \$5,000	Specifications Attached	Yes	No	N/A
Yes	No	N/A	Written Quotes = \$5,000 and up	Advertised/posted attached	Yes	No	N/A
Yes	No	N/A	Written Quotes Attached	On-site Inspection Completed	Yes	No	N/A
Yes	No	N/A	Expression of Interest-Lowest Qualified Available Bid		Yes	No	N/A

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

Recommended Supplier: _____

Amount: _____ Budget Acct # _____

Comments: _____

Approval Required:

Yes	No	N/A	Public Works Foreman or Infrastructure Manager \$0-5000.	_____
Yes	No	N/A	RM CAO \$0-24,999	_____
Yes	No	N/A	Council Approved over \$25,000: Resolution No.	_____
Yes	No	N/A	Professional Services, Resolution No.	_____
Yes	No	N/A	Holdback Clause Required	_____
Yes	No	N/A	Worker's Compensation Letter of Good Standing Attached	_____
Yes	No	N/A	Copy of Insurance attached	_____

If three quotes are not obtained, please state reasons: _____

[Handwritten signatures]



POLICY TITLE
Purchasing Policy

Appendix E
Expression of Interest Form

I, _____
(Name) (Address)

(Phone Number) (Email)

would like to submit an **Expression of Interest** including but not limited to the following services and/or the supply of miscellaneous pieces of machinery and equipment:

- ☐ Fencing ☐ With Supplies ☐ Without Supplies
☐ Rock Removal from Roads and Ditches
☐ Brush Mulching for Ditches and Fence Lines
☐ _____

The terms are as follows: *(select as many as apply)*

- ☐ Rental and/or Short-term Lease, or
☐ Contract Basis, or
☐ On Short Notice, or
☐ On an As-Need Basis

The rate will be:

- ☐ Hourly at _____, or
☐ Daily at _____, or
☐ Per Mile at _____.

* Please include list of available equipment.

(Signature) (Date)

****The Rural Municipality of Frenchman Butte No. 501 reserves the right to reject and refuse any and/or all Expression of Interest.**

WCB or 5% Holdback____, Certificate of Liability Insurance____, Occupational Health and Safety____

AK AK

POLICY TITLE <u>Council Remuneration, Code of Ethics, Recognition & Sympathy Policy</u>		ADOPTED BY RM Council Resolution No. 2018-03-07-020 Amended: 2021-03-31-033 2022-04-13-030 2023-12-06-019	POLICY NO. 100-07
ORIGIN/AUTHORITY RM Council	JURISDICTION Members of Council of the RM of Frenchman Butte No. 501	EFFECTIVE DATE March 7, 2018	

1. PURPOSE

To establish appropriate guidelines and a consistent policy for elected members of the Council of the Rural Municipality of Frenchman Butte No. 501. To ensure elected officials are appropriately remunerated and reimbursed for expenses, recognized for their service to the RM and that they understand and adhere to the policy respecting sympathy, the acceptance of gifts and donations, as well as the code of ethics as provided for in Bylaw No. 2017-04 and the legal requirements of *The Municipalities Act* and any other applicable provincial legislation as amended from time to time.

2. DEFINITIONS

2.1 CAO – Chief Administrative Officer

2.2 Code of Ethics – means a set of rules and responsibilities establishing proper practices and acceptable social norms for individuals to adhere to while serving as members elected to the Council of the RM as set out in Bylaw No. 2017-04 and “Schedule A”.

2.3 Council - means the whole of Council comprised of all individuals elected to the Council of the RM of Frenchman Butte No. 501 including the Reeve.

2.4 Confidentiality – means the requirement of all members of Council to protect the privacy of any and all confidential information obtained as a member of Council in accordance with the *Local Authority Freedom of Information and Protection of Privacy Act* and any bylaws or procedures as established by the RM. All Confidential information in the possession of the member of Council shall be returned to the municipal office to be filed securely and/or to ensure it is properly destroyed.

2.5 Immediate Family: for the purposes of Sympathy 4.8 shall mean Spouse, Children and Parents.

2.6 Remuneration – means the per diem compensation paid to members of Council for service to the Rural Municipality in their capacity as an elected official.



3. SCOPE

This policy applies to all members elected to the Council of the RM.

4. POLICY

4.1 TERMS & CONDITIONS

This policy establishes the level of remuneration, eligible expenses, benefits and recognition for eligible members of Council who are duly elected and while actively serving or who have actively served the RM. It also provides for an annual oath of ethics declaration and guidelines respecting the accepting and receiving of gifts or prizes and donations.

4.2 CODE OF ETHICS & RESPONSIBILITIES

Every member of Council, upon being elected to office for the RM, is responsible to understand, abide and sign “Form A, Oath or Affirmation - Member of Council” as prescribed in *The Municipalities Act*. Council is responsible for ensuring compliance by each member of Council to this policy and the Code of Ethics Bylaw and efficiently and effectively dealing with any contraventions in a timely manner.

The CAO is responsible for the day to day administration of the policy and shall bring forward any recommended changes to Council for consideration and to ensure the policy is compliant with the legislation, meets best practices and the needs of the RM.

4.3 COUNCIL REMUNERATION AND REIMBURSEMENT

(Note: the following per diem rates were established in 2014 by resolution 2014-01-31-017)

Per Diem

- Hourly Rate while on Municipal business: \$ 37.50/hour
- Committee & Council Meetings/Conventions: \$150.00/half day (less than 4 hours)
\$ 300.00/day (more than 4 hours)

Council members have the discretion to charge per hour and/or not charge for their attendance at Committee Meetings.

No remuneration will be paid to attend neighboring Municipalities ratepayers’ meetings.

Meals

Reimbursement to a maximum of \$75.00 per day without the requirement to submit receipts while attending conventions or training unless meals were provided.

- Breakfast reimbursement is \$20.00
- Lunch reimbursement is \$25.00
- Dinner reimbursement is \$30.00

The R.M. will be responsible for meal expenses for invited guests of Council.

Lunch shall be provided for during regular and special day long Council meetings.

Purchases of alcohol shall not be an eligible expense under this policy and will not be reimbursed by the RM.

Accommodations

Accommodations for hotels shall be paid directly by the RM or reimbursed based on actual rates and receipts are required to be remitted to the CAO. Should a member of Council elect to stay at private accommodations they shall be eligible to claim **\$50.00 per night**.

Travel

Members of Council required to use their personal vehicles for approved RM business shall be reimbursed at a rate of **.70 cents per kilometer**. This rate shall be reviewed annually.

4.4 ADJUSTMENTS TO REMUNERATION AND REIMBURSEMENT RATES

The CAO shall conduct a review of the rates of remuneration and expenses paid to other comparable RM Council's every three (3) years or as otherwise requested by resolution of Council.

The results will be reviewed and the Council remuneration rates may be adjusted (increased or decreased) from time to time by resolution of Council subsequent to public notice being provided in accordance with the legislative requirements.

In conducting a review for determining if an increase is to be applied to the rates of remuneration and reimbursement for Council, Council shall consider the following factors:

- ✓ rates of remuneration set for comparable municipalities,
- ✓ prior year's consumer price index for Saskatchewan,
- ✓ the RM's ability to pay

If Council determines an increase is warranted based on the review, the CAO will prepare the necessary public notice in accordance with *The Municipalities Act* and subsequent to meeting the public notice requirements of the legislation Council may pass a resolution to amend this policy and adjust the remuneration rates accordingly.

4.5 COMPARABLE MUNICIPALITIES

The comparable municipalities shall, as much as possible, comprise of municipalities that are similar to the RM of Frenchman Butte taking into consideration such factors as: total assessment, assessment distribution, population, municipal services, size, local/regional labour market, economic environment, industry type, etc., and any other conditions or factors that Council deems suitable.

4.6 BENEFITS

Eligible members of Council may receive benefits subject to the underwriters’ bylaw of plans. Members of Council will receive information regarding benefits from the Administration and can go on-line to the SARM web site at: www.sarm.ca.

Every eligible member of Council may be enrolled in the following benefit plans administered by SARM and the applicable premium will be paid as follows:

<u>Benefit</u>	<u>Who Pays</u>	<u>Percentage Paid</u>
Elected and Appointed Officials Group Coverage in the amount of \$50,000 which includes Short-Term Disability Benefit & Death Benefit	Municipality	100%
Elected and Appointed Officials Individual Coverage	Council Member	100%
Extended Health and Dental Benefits	Council Member	100%
Canada Pension Plan – Member Share	Council Member	100%
Canada Pension Plan – Municipal Share	Municipality	100%

4.7 RECOGNITION/RETIREMENT/RESIGNATION

Upon being elected to office, new members of Council shall be presented with a RM of Frenchman Butte logoed jacket at a council meeting as soon as possible after the election.

Upon the completion of at least one full term on RM Council the former member of Council will be recognized for their contributions at the next annual ratepayers meeting and presented with a suitably engraved gift valued at approximately \$250.00 (picture/plaque, statue, clock, knife, etc.) at that time by the Reeve or designate.

4.8 SYMPATHY GESTURES

In cases of bereavement, a member of Council shall notify the CAO or the CAO on their own accord shall send the following items as a gesture of sympathy and notify Council accordingly:

Flowers: Present & Former Council Members & their immediate family members.

(Note: the cost of flowers not to exceed \$70.00.)



4.9 RECEIVING OR ACCEPTING OF GIFTS/PRIZES OR DONATIONS

Members of Council may not accept any money, gifts or benefits or other things of value from any contractor, business, supplier, person/ratepayer, or entity with which the RM does business with or provides services to, or with whom the RM seeks to do business or provide services to.

This also extends to prohibit kickbacks or any form of illegal or improper payment of any kind and Council Members shall not accept free or concessionary use of property or the payment of travel, living or entertainment expenses to or for themselves or a member of their family or friends.

If a gift is received which cannot be personal accepted, it is to be turned in to the CAO who will send a friendly letter of explanation that RM policy does not permit such acceptance unless Council authorizes that the gift be used as a fundraising /donation/promotional item in the RM.

****Exceptions:** Members of Council are allowed to participate in and personally accept any prize or gift obtained by chance events or random draws.

Members of Council may accept invitations and attend hospitality events during the SARM convention.

4.10 COMPLIANCE

Council is responsible for ensuring compliance by each member of Council to this policy.

Council is also responsible for the review of this policy and to determine the appropriate action/consequence that to be imposed should a member of Council contravene this policy on a case by case basis.

5.0 RESPONSIBILITY/INTERPRETATION/REPEALING:

All Appendices attached to this policy may be amended from time to time based on operational need.

This policy shall be administered by the CAO; however, this policy cannot be amended without Council review and approval and if required the amendment of Bylaw No. 2017-04

This policy repeals and rescinds all previous policies, practices and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

This policy shall come into force and take effect on March 7, 2018 and shall continue in full force and effect until repealed or amended by subsequent resolution of Council.



R.M. of Frenchman Butte No. 501

POLICY TITLE		ADOPTED BY RM Council Resolution No. 2017-05-11-027 EFFECTIVE DATE May 11, 2017	POLICY NO. 600-01
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: December 6, 2023 Rescinded:	Resolution No. 2023-12-06-023 Resolution No.

1. **PURPOSE:**
To establish policies for Municipal or Public Reserve
2. **DEFINITIONS:**

2.1 **Act:** Shall mean *The Planning and Development Act, 2007*

2.2 **Approving Authority:** means the Minister of Government Relations

2.2 **Council:** Means Council for the Rural Municipality of Frenchman Butte No. 501.

2.3 **Dedicated Lands:** Means municipal reserve, public reserve

2.4 **Money in Lieu:** sum of money the developer or applicant is required to pay to the municipality in lieu of that land required for Municipal or Public Reserve
- 3.0 **SCOPE:**

a. Policy to determine money in lieu value for Municipal or Public Reserves

b. Policy to determine acceptable uses for Municipal or Public Reserves
- 4.0 **MONEY IN LIEU OF MUNICIPAL RESERVE POLICY:**

4.1 **Money in lieu of municipal reserve land** *Section 187 of The Act*
187(1) If it appears to the approving authority that the dedication of land as municipal reserve would, for any reason, be unnecessary or undesirable at the time of subdivision, the approving authority may:

(a) direct that the requirements of the dedication of land to municipal reserve be waived in whole or in part; and

(b) require the applicant to pay to the municipality in lieu of that land a sum of money equal to:

(i) in the case of land subdivided for residential purposes, 10% of the value of the land that remains when the land required to be provided as environmental reserve has been subtracted from the subdivision; or

(ii) in the case of land subdivided for non-residential purposes, 5% of the value of the land that remains when the land required to be provided as environmental reserve has been subtracted from the subdivision

POLICY TITLE

Municipal or Public Reserve Policy

(2) If a combination of land and money is required to be provided with respect to municipal reserve, the total of the following must not exceed an amount equal to the maximum applicable requirements for land dedication:

- (a) the percentage of land required;
- (b) the percentage of the value of the land required.

(3) For the purposes of this section, the value of the land must be equivalent to the value of the land that would have been dedicated.

(4) Repealed.

(5) The value of the land mentioned in subsection (3) must be determined by a qualified appraiser selected and paid for by the municipality, unless the value of the land is:

- (a) recommended by the municipality in which the land proposed for subdivision is located; and
- (b) agreed to by the applicant and the approving authority.

4.2 The municipality may use the following when determining market value:

1. Fair Market Value Assessment provided by SAMA for property and other properties comparable in size and location.
2. Land Sales Value as shown on "Change of Ownerships" received from ISC.
3. Compensation Paid for *Road Right of Way Purchases*
4. A report supplied by a qualified market appraiser.

5.0 MUNICIPAL AND PUBLIC RESERVE USES

5.1 Use of municipal reserve, public reserve *Section 192 of The Act*

192(1) Subject to subsection (2), a public reserve or a municipal reserve is only to be used for:

- (a) a public park or buffer strip;
- (b) a public recreation area;
- (c) school purposes;
- (d) a natural area;
- (e) a public building or facility;
- (f) a building or facility used and owned by a charitable corporation as defined in The Non-profit Corporations Act, 2022;
- (g) agricultural or horticultural uses; or
- (h) any other specific or general use that the minister may prescribe by regulation.

5.2 Any other uses provided in *The Dedicated Lands Regulations, 2009*

5.3 Council shall approve any building or structures prior to installation or placement on Municipal or Public Reserve



POLICY TITLE**Municipal or Public Reserve Policy****6.0 RESPONSIBILITY/INTERPRETATION/REPEALING:**

This policy shall be administered and interpreted by the Administrator; however, this policy cannot be amended without Council approval.

This policy replaces all previous policies and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

This policy shall come into force and take effect on May 11, 2017 shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.



R.M. of Frenchman Butte No. 501

POLICY TITLE Brushing/Mulching Clearing Compensation Policy		ADOPTED BY RM Council Resolution No. 2018-02-28-013 EFFECTIVE DATE February 28, 2018	POLICY NO. 300-09
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: January 9, 2019 October 11, 2023 December 6, 2023 Rescinded:	Resolution No. 2019-01-09-015 2023-10-11-015 2023-12-06-024 Resolution No.

1. **PURPOSE:**

To establish a policy by which brushing/mulching clearing of developed road allowances is compensated.

2. **DEFINITIONS:**

2.1 **CAO:** Means the Chief Administrative Officer of the Rural Municipality of Frenchman Butte No. 501.

2.2 **Council:** Means Council for the Rural Municipality of Frenchman Butte No. 501.

2.3 **Developed Road Allowance:** Means a road allowance that has been developed to a minimum standard whereby it may be used as an access for agriculture and/or residential; and it must connect to another existing roadway.

2.4 **Landowner:** Means the registered owner.

2.5 **RM:** Means the Rural Municipality of Frenchman Butte No. 501.

3.0 **SCOPE**

3.1 Compensation for brushing/mulching clearing of developed road allowances.

3.2 Criteria for approval of brushing/mulching clearing projects.

3.3 Standards for brushing/mulching clearing of developed road allowances.

4.0 **POLICY:**

4.1 Council shall establish a budget every year to compensate for brushing/mulching clearing of road allowances.

4.2 It is the policy of the RM to support ratepayers who endeavor to clear brush and other debris from a developed road allowance adjacent to their property. In such cases the following will apply:

- a) Ratepayer must obtain permission in writing from the Infrastructure Manager prior to commencement of brushing/mulching clearing project.

POLICY TITLE**Brushing/Mulching Clearing of RM Road Allowance Policy**

- b) Infrastructure Manager is authorized to approve brushing/mulching clearing of developed road allowance projects until budget as listed in 4.4 has been allocated.
 - c) Where the brushing/mulching clearing of a developed road allowance could be deemed to be minimal in nature, the Infrastructure Manager may request a resolution of council prior to approval of project setting out compensation as listed in 4.2 g).
 - d) Brushing/Mulching Clearing of developed road allowances must be done to a standard whereby the RM can mow ditches or road allowances whatever the case may be.
 - e) Windrow brush, stones and related debris shall be placed upon the Landowner's land adjacent to the developed road allowance with the understanding that final disposal of said debris becomes the responsibility of the Landowner.
 - f) Project must be inspected and approved by Public Works Foreman/Infrastructure Manager prior to compensation being paid.
 - g) Compensation rate shall be \$1,000 per half mile per side unless brushing/mulching clearing is deemed minimal by council at which time council may determine a lesser amount of compensation to be paid per half mile per side.
 - h) Rates will be pro-rated if less than half mile increments.
- 4.3** Circumstances may also develop whereby the RM is endeavoring to carry out roadway improvements, whereas such brushing and clearing procedures can be mutually beneficial to the Landowner as well as to the RM. In such cases the following will apply:
- a) Windrow brush, stones and related debris shall be placed upon the owner's land, adjacent to the road allowance with the understanding that final disposal of said debris becomes the responsibility of the Landowner.
 - b) Written permission must be received from the Landowner prior to RM commencing work.
 - c) RM will not be responsible for the replacement of existing or any fence on the property.
 - d) Compensation rate shall be \$1,000 per half mile per side.
 - e) Rates will be pro-rated if less than half mile increments.

POLICY TITLE**Brushing/Mulching Clearing of RM Road Allowance Policy**

4.4 This budget for this policy shall run from May 1 until April 30.

4.5 This policy shall be reviewed from time to time and shall continue until such time as this policy is repealed by resolution of Council.

5.0 SPECIFIC REQUIREMENTS (if applicable)

5.1 Amounts allocated to brushing projects may not exceed budgeted funds unless additional monies are approved by Council resolution.

6.0 EXCEPTIONS – (if applicable)

6.1 A renter of land may qualify for brushing/mulching clearing compensation providing there is written permission from Landowner and letter stating that payment is to be made to the renter.

6.2 Brushing required for sight lines for approach installation and/or servicing agreements do not qualify for brushing/mulching clearing of developed road allowance compensation.

6.3 In the case where an agriculture access is required, brushing of an undeveloped road may qualify subject to resolution of Council.

7.0 REPEALING:

All Appendices attached to this policy may be amended from time to time based on operational need.

This policy shall be administered and interpreted by the CAO; however, this policy cannot be amended without Council approval.

This policy replaces all previous policies and resolutions that have been passed by the Council with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

This policy shall come into force and take effect on January 9, 2019 and shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.