

# **Town of Nipawin**

## **Bylaw No. 1207/25**

### **A BYLAW OF THE TOWN OF NIPAWIN TO ESTABLISH PURCHASER PROCEDURES, INCENTIVE INTEGRATION, SERVICING AGREEMENT CONDITIONS, AND PHASING/TIMELINES FOR RIVERBANK & CREEK-SIDE DEVELOPMENT**

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The Council of the Town of Nipawin enacts:

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The Council of the Town of Nipawin, in the Province of Saskatchewan enacts as follows

## 1. Short Title

1.1 This Bylaw may be cited as the "Riverbank & Creek-Side Development Purchaser Procedure, Incentives & Phasing Bylaw."

## 2. Purpose

2.1 The purpose of this Bylaw is to establish purchaser procedures, technical standards, incentive program integration, Servicing Agreement conditions, and binding phasing/timeline requirements for development on or adjacent to riverbanks, creeks, coulees, or natural drainage courses within the Town of Nipawin.

## 3. Authority

3.1 This Bylaw is enacted pursuant to The Municipalities Act, The Planning and Development Act, 2007, and applicable regulations, policies, and Statements of Provincial Interest.

## 4. Definitions

4.1 In this Bylaw, unless the context otherwise requires:

(a) "Applicant" means a person who has applied for development approvals or incentives respecting a Property.

(b) "Capital Grant Agreement (CGA)" means the agreement executed under the Town's Community Investment Incentive policy that sets out terms, conditions and obligations applicable to a Capital Grant.

(c) "Closed-In Stage" means the point at which the structure has its roof, windows, and doors installed and secured with keyed or forced-entry-only access, as confirmed by a municipal building official.

(d) "Dedicated Lands" means Environmental Reserve (ER), Municipal Reserve (MR), or cash-in-lieu of reserve as permitted by legislation.

(e) "Engineer of Record (EoR)" means the Purchaser's licensed Saskatchewan professional engineer responsible for design and certification for each Phase.

(f) "Environmental Reserve (ER)" has the meaning assigned in provincial legislation.

(g) "Finished Floor Elevation (FFE)" means the lowest habitable floor elevation, which must meet or exceed the Town's Minimum Design Elevation.

(h) "Geotechnical Report" means a sealed report by a professional engineer (SK) addressing slope stability, factors of safety, building and setback lines, groundwater, erosion risk, foundations, and site grading recommendations.

(i) "Minimum Design Elevation (MDE)" means the Town-specified minimum elevation for building in the flood fringe.

(j) "Municipal Reserve (MR)" has the meaning assigned in provincial legislation.

(k) "Phase" and "Phase Plan" have the meanings set out in Part IV.

(l) "Property" means the development site described in the relevant approvals.

(m) "Purchaser" means a person purchasing Town land subject to this Bylaw, and includes successors or assigns.

(n) "Servicing Agreement (SA)" means the agreement required as a condition of subdivision, setting standards, securities, warranty, inspection, and as-built deliverables for municipal works.

(o) "Substantial Completion (SC)" means municipal works in a phase are capable of intended use, subject only to minor deficiencies, as confirmed by the Town.

## PART I – Purchaser Procedure & Technical Requirements

### 5. Pre-Application & Pre-Consultation

5.1 Mandatory Pre-Consultation. Prior to submitting a subdivision or development application, the Purchaser shall meet with Town Planning/Engineering to review the concept.

5.2 Pre-Screening Package. Not less than ten (10) business days prior to pre-consultation, the Purchaser shall file: site/lot plan, access and grading concept, preliminary servicing concept (water, sanitary, storm, shallow utilities), flood hazard lines and known constraints, and a draft schedule and phasing outline.

5.3 Pre-Consultation Memo. Following the meeting, the Town will issue a written advisory memo summarizing key requirements and known constraints. Formal approvals are still required.

### 6. Technical Submittals Prior to Subdivision

6.1 Geotechnical Report with stability analyses (factors of safety), setback lines, groundwater conditions, erosion risk, and recommended foundations and grading.

6.2 Flood Hazard Confirmation & Elevations establishing FFE  $\geq$  MDE (including any required freeboard) and showing floodway/flood-fringe interfaces.

6.3 Stormwater & Erosion/Sediment Control (ESC) Plan for construction and ultimate drainage.

6.4 Servicing Concept including water, sanitary, roads, shallow utilities, and any off-site/frontage works.

6.5 Dedicated Lands Concept identifying ER along banks/instability and MR or cash-in-lieu per legislation.

## 7. Subdivision, Dedicated Lands & Servicing Agreement

7.1 Subdivision Application shall be filed by a Saskatchewan Land Surveyor to Community Planning (Ministry of Government Relations) in accordance with legislation.

7.2 ER and MR Dedications shall be determined through subdivision to address hazard/riparian function and municipal recreation needs, or cash-in-lieu as applicable.

7.3 Servicing Agreement Required. As a condition of subdivision, the Purchaser shall enter into an SA setting design standards, securities, warranty, inspection, and as-built deliverables.

## 8. Development & Building Permit Conditions

8.1 Hazard Overlays. Development permits must comply with Town flood-hazard and slope-hazard overlays (setbacks, elevations, uses).

8.2 Elevations. All habitable floors must meet or exceed the Town's MDE. FFEs shall be shown on plans and verified at inspection.

8.3 Foundations. Foundations and drainage measures shall implement Geotechnical Report recommendations.

8.4 Construction Controls. The Purchaser shall maintain ESC controls throughout construction; winter ESC measures apply where applicable.

8.5 Close-Out. As-built grading and servicing, and a geotechnical letter of conformance, are required at close-out.

## 9. Securities, Warranty & Indemnity

9.1 Security. An irrevocable letter of credit (or bond) equal to ten percent (10%) of on-site works and one hundred percent (100%) of off-site restoration shall be provided and maintained until acceptance.

9.2 Warranty. A minimum two (2) year warranty on municipal works is required; longer periods may be specified for bank protection elements.

9.3 Indemnity. The Purchaser shall indemnify the Town from claims arising from design, construction, or non-compliance, except where caused by Town negligence.

## 10. Access, Public Safety & Construction Controls

10.1 Temporary fencing, signage, and traffic control are required where the public interfaces with construction or unstable areas.

10.2 Safe access to public lands shall be maintained unless a Town-approved closure is in place.

## 11. Timelines (General)

11.1 Statutory Subdivision Decision Window is ninety (90) days following receipt of a complete application; referral periods and SA preparation are additional.

11.2 SA Execution shall occur within two (2) to four (4) weeks of draft issuance, subject to timely submissions by the Purchaser.

## PART II – Incentives Integration & CGA Alignment

### 12. Program Linkage & Eligibility (Summary)

12.1 The Town's Community Investment Incentive provides capital grants for eligible new residential, multi-unit, commercial, and qualifying renovation/expansion projects, subject to Council budget and policy limits.

12.2 Eligibility generally requires ownership/right to develop, complete application, required permits prior to construction, adherence to timelines, and compliance with applicable law and Town policy.

### 13. Capital Grant Agreement (CGA) Alignment

13.1 Payment Triggers. For new residential and multi-unit projects, payment occurs at Closed-In Stage; for new commercial and renovation/expansion projects, payment occurs at Closed-In Stage or Substantial Completion, with SAMA-based adjustments, all per the CGA and policy.

13.2 Two Independent Assessed-Value Estimates are required for streams tied to Incremental Assessed Value; subsequent SAMA true-ups may result in over/underpayment adjustments per the CGA and policy.

13.3 Budget & Legislative Compliance. All grants are subject to annual Council budget, program authorization, and applicable legislation.

#### 14. Title, Caveats & Notice

14.1 The Town may register caveats/easements for ER, public access, drainage, or hazard setbacks and may require no-build buffers adjacent to ER or unstable banks.

14.2 Where incentives are approved, the Town may register a notice of incentive conditions on title, to be discharged upon satisfaction of SA and CGA obligations.

### PART III – “Upon Completion of Servicing Agreement” Conditions

#### 15. Conditions Precedent to Incentive Payment (SA-Linked)

15.1 Where an SA applies, no capital grant payment shall be released until all SA obligations material to public infrastructure are fulfilled to the Town’s satisfaction for the relevant Phase, including: (a) Substantial Performance/Acceptance of required municipal works; (b) delivery and acceptance of as-builts and O&M documentation; (c) correction of deficiencies; and (d) provision/continuation of warranty securities and statutory declarations required by the SA.

15.2 Later-Of Rule. Incentive payment timing is the later of: (i) achieving the applicable program/CGA construction milestone; and (ii) satisfying Section 15.1 obligations for the relevant Phase.

15.3 SAMA-Based Adjustments and program limits continue to apply after payment in accordance with the CGA and policy.

## PART IV – Phasing & Timelines (Binding on Purchaser)

### 16. Purpose

16.1 To ensure orderly build-out with engineering complete before each construction phase, predictable start/finish dates, and practical remedies if schedules slip.

### 17. Definitions (Phasing)

17.1 Engineer of Record (EoR) – the Purchaser’s licensed SK professional engineer responsible for design and certification for each Phase.

17.2 Phase Plan – a Town-approved plan dividing the project into sequential Phases with drawings, quantities, servicing, and lots/blocks for each Phase.

17.3 Substantial Completion (SC) – as defined in Section 4.1(o) for municipal works in a Phase.

17.4 Commence Construction – breaking ground on municipal works or building pads authorized for that Phase, after permits and SA conditions precedent are satisfied.

### 18. Submission & Approval Sequence

18.1 Phase Plan (within one hundred twenty (120) days of closing or Council approval of sale, whichever is later): Phase boundaries and sequencing; Phase 1 – one hundred percent (100%) detailed engineering package (drawings/specs/estimates); Phases 2+ – thirty to fifty percent (30–50%) concept engineering; draft milestone calendar consistent with Section 19. Town approval or comments will issue within thirty (30) business days.

18.2 Before each Phase starts, the Purchaser shall obtain Town approval for: one hundred percent (100%) detailed engineering (civil, grading, drainage, ESC) stamped by the EoR; updated cost estimate and securities under the SA; traffic control/staging/safety plan; and any updates to geotechnical recommendations and FFE tables.

## 19. Milestone Timelines (Baseline)

19.1 The following are outside dates from Closing unless extended under Section 22:

- (a) Phase 1 – Engineering Issued for Tender: eighteen (18) months.
- (b) Phase 1 – Commence Construction (“in motion”): twenty-four (24) months (Year 2).
- (c) Phase 1 – Substantial Completion: thirty-six (36) months (Year 3).
- (d) Phase 2 – Commence Construction: thirty-six (36) months (Year 3).
- (e) Phase 2 – Substantial Completion: forty-eight (48) months (Year 4).
- (f) Phase 3 (if applicable) – Commence Construction: forty-eight (48) months.
- (g) Phase 3 – Substantial Completion: sixty (60) months.

19.2 The EoR may propose shorter durations; Council approval may lock an accelerated schedule. Micro-phases (A/B) are permitted if outside dates are met.

## 20. No Leap-Frogging Between Phases

20.1 Construction of a later Phase shall not commence until detailed engineering for that Phase is approved and the preceding Phase has reached SC, or the Town consents to an overlap plan addressing haul routes, ESC, access, and safety.

## 21. Inspections, Certification & Close-Out

21.1 Pre-start Meeting with Town (safety, staging, contacts).

21.2 Monthly Progress Reports by the EoR (schedule, quality, ESC, safety, quantities).

21.3 SC Package: redlines/as-builts, testing, EoR letter of conformance, deficiency list.

21.4 Final Acceptance: after deficiency correction and as-builts; warranty clock starts per SA.

## 22. Extensions & Force Majeure

22.1 Administrative Extensions: the GM Community Services may grant up to ninety (90) days total per Phase for minor, uncontrollable delays.

22.2 Council Extensions: Council may grant longer extensions on written request showing cause (market absorption, force majeure, supply chain), an updated Phase Plan, and proof of ongoing maintenance.

22.3 Force Majeure: declared events (flood, wildfire, strike affecting utilities, acts of government) extend milestones for the period of documented impact.

## 23. Default, Cure & Remedies

23.1 Default occurs upon failure to meet any milestone in Section 19 (as extended).

23.2 Cure Period: the Purchaser has sixty (60) days from written notice to cure by achieving the missed milestone or executing a Council-approved Recovery Schedule with added security.

23.3 Remedies (one or more, at Town's election):

(a) Suspend incentives and withhold grant payments until compliance is restored.

(b) Draw on securities under the SA to protect public works or stabilize the site.

(c) Title Reversion / Buy-Back: for undeveloped or unsold lots within a defaulted Phase, the Town may (i) revert title under a registered reversionary covenant; or (ii) buy back lands at the original purchase price less outstanding taxes/fees, Town costs to secure/maintain, and any demolition/remediation required, plus a reasonable allowance for wear and site deterioration. The form of reversion/option shall be registered on title at closing (Schedule X).

(d) Register a Notice of Default on title until compliance is restored.

(e) Terminate incentives for the affected Phase if default persists beyond one hundred eighty (180) days after notice.

23.4 Partial Performance: if a Phase is at least eighty percent (80%) complete and safe, Council may waive reversion for completed lots and apply remedies to the balance only.

#### 24. Incentive Linkage (“Later-Of” Rule Reaffirmed)

24.1 Any incentive payment for a Phase is due at the later of: (a) achieving the program/CGA construction milestone (Closed-In or SC) for eligible buildings in that Phase; and (b) satisfying all SA obligations material to that Phase (acceptance of works, as-builts, securities/warranty in place).

24.2 SAMA-based true-ups and CGA provisions continue to apply.

#### 25. Reporting & Transparency

25.1 Quarterly (during active construction) and semi-annual (during idle periods), the Purchaser shall file a schedule status letter from the EoR.

25.2 The Town may publish a high-level phasing dashboard (phase, status, milestones met) for Council updates.

#### 26. Market Absorption Option (Optional)

26.1 If market absorption materially changes, Council may approve lot release pacing or interim open space conversions for later phases without altering outside dates unless Section 22 is invoked.

### PART V – Enforcement, Offences & Penalties

#### 27. Enforcement of Bylaw

27.1 The administration and enforcement of this Bylaw is delegated to the Chief Administrative Officer (CAO).

27.2 The CAO may further delegate administration and enforcement to a Designated Officer or authorized representative.

## 28. Inspections

28.1 A Designated Officer is authorized to carry out inspections in accordance with The Municipalities Act to determine compliance with this Bylaw.

28.2 No person shall obstruct a Designated Officer or a person assisting a Designated Officer.

## 29. Offences & Penalties

29.1 Every person commits an offence who fails to comply with any provision of this Bylaw.

29.2 No person shall fail to comply with an order made under this Bylaw or obstruct/interfere with any person acting under its authority.

29.3 Notice of Violation. Violations and associated notices shall be issued in accordance with the Town's General Penalty Bylaw. A Designated Officer may issue a Notice of Violation requiring payment of the penalty specified in Schedule "B." If payment is made within the prescribed period, the person shall not be liable to prosecution for that offence. Payment does not exempt a person from an Order or from continuing violations.

## 30. Orders to Remedy; Registration; Appeals; Municipal Remedying; Emergencies; Cost Recovery

30.1 Orders shall comply with The Municipalities Act. The Town may register notice of an Order against title, may remedy contraventions at the owner's expense, may act in emergencies, and may recover unpaid expenses by tax roll, collection agency, or civil action, in accordance with The Municipalities Act.

## 31. Miscellaneous

31.1 Severability. If any portion of this Bylaw is declared invalid by a Court of competent jurisdiction, that portion is severed and the remainder continues in force and effect.

31.2 Compliance with Other Statutes & Bylaws. Nothing in this Bylaw relieves any person from complying with any other statute, regulation, or bylaw.

32. Repeal

32.1 Bylaw No. \_\_\_\_\_ is hereby repealed (if applicable).

33. Coming into Force

33.1 This Bylaw shall come into force on the date of its final passing.



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

Read a third time and  
finally adopted this

8 day of December, 2025

#### SCHEDULE "A" – Purchaser Submission Checklist

- Pre-consultation request & concept plan (site/lot plan; access; grading; preliminary servicing).
- Geotechnical Terms of Reference (Town-approved).
- Geotechnical Report (sealed) with setback lines & MDE/FFE table.
- Stormwater & ESC plan (construction and ultimate).
- Servicing concept (water/sanitary/roads/utilities; off-site/frontage).
- Dedicated Lands plan (ER/MR) or cash-in-lieu proposal.
- Draft Servicing Agreement key terms (securities, warranty, as-builts).
- Incentive application package per policy and draft CGA for execution upon Council approval.
- Phase Plan with baseline milestones (Part IV, Section 19).

#### SCHEDULE "B" – Notice of Violation Minimum Penalties

(Complete per General Penalty Bylaw or as directed by Council.)

- Failure to Comply with an Order to Remedy Contravention – 1st, 2nd, 3rd offence amounts.
- Failure to Comply with Any Other Provision of This Bylaw – 1st, 2nd, 3rd offence amounts.

#### SCHEDULE "X" – Title Reversion/Buy-Back (Form for Registration)

(To be prepared by the Town's solicitor and registered at closing.)

