



CITY COUNCIL REPORT

TITLE:

RM OF CORNWALLIS SERVICE SHARING REQUEST

PRESENTER:

Ryan Nickel

DEPARTMENT:

Planning & Buildings

ATTACHMENTS:

DATE:

5/29/2026

CLEARANCE / APPROVALS:

Ryan Nickel General Manager

Dave Wardrop City Manager

RECOMMENDATION(S):

1. That By-law No. 7447 to amend Service Sharing By-law No. 7313 with the RM of Cornwallis (RM) to include wastewater services be read a first time.
2. That By-law No. 7447 be read a second time, and that the Joint Planning Committee members of the City and the RM negotiate a service sharing agreement and give consideration to the following conditions:
 - a. The RM and Developer agree that the amendment is to provide wastewater service to the existing rink only. Future amendments to the agreement will be required prior to approving the servicing of additional buildings on the site and shall include both water and wastewater analysis.
 - b. The RM and the Developer agree that, once the amended agreement is executed, a recovery in lieu of municipal property taxes will be paid to the City of Brandon, along with an annual general service charge equal to the difference in municipal property taxes.
 - c. The Developer agrees to pay wastewater utility rates equivalent to utility rates in the City of Brandon.
 - d. The Developer agrees to design, construct, and maintain the infrastructure to the lands at their sole cost.
 - e. The Developer agrees to the ongoing maintenance responsibility for the connection from the northern extent of the Patricia Avenue right-of-way until such time the City has permitted additional public connection(s) to the connection identified within the service sharing agreement at which time the City will assume maintenance from the southernmost manhole, prior to the mains redirecting to head west, and all mains downstream of the southernmost manhole.
 - f. The Developer agrees to provide engineered servicing drawings to City Engineering for review and acceptance prior to any permitting of construction
 - g. The Developer agrees that all design and construction shall be completed in accordance with the City of Brandon draft Municipal Servicing Standards, and the Standard Construction Specification.
 - h. The Developer agrees to provide locates upon request of the City at no cost to the City for infrastructure which the Developer is responsible for maintaining. To include all sewer and water infrastructure associated with the previous and current servicing requests.
 - i. The Developer agrees to provide a detailed cost estimate (DCE) for all work to be completed in the public right-of-way and further provide a letter of credit in the value of 15% of the DCE.
 - j. The Developer agrees to complete deflection testing and televising for all mains to confirm compliance with the standard construction specifications.
3. And further, and third reading be held in abeyance until the service sharing agreement has been executed.

BACKGROUND:

The RM of Cornwallis (the RM) on behalf of VBJ Developments (the Developer) is requesting the extension of wastewater services to Pt. NE ¼ 4-10-19WPM to serve the existing indoor rink (Attachment B-1). In addition to servicing the existing rink building the request includes a proposal to provide a connection to a future second rink building and another future recreational use building on the eastern portion of the property (Attachment B-2). On February 16, 2026, City Council adopted a resolution to begin the process and directed administration to circulate the request for review and feedback.

The circulation comments were received and resulted in the conditions of approval provided in the resolution. The RM and the Developer were sent the recommended conditions of approval, and a meeting was held with the RM to review the comments. The RM raised questions with the condition regarding matching mill rates and 100% taxation revenues going to the City of Brandon and provided a letter of response (Attachment G). The letter outlines the desire of the RM to revisit the taxation condition proposed by the City and continued dialogue on the topic of annexation.

ANALYSIS:

On February 3, 2025, the City adopted the City Plan for urban growth. According to City Plan policies, the City will focus on developing the South Growth Area with improvements in the 20-year capital plan, while planning incremental enhancements for the North and West Growth Areas. In line with City Plan growth policies, the City is presently allocating funding for water, land drainage, and transportation infrastructure capital improvements to service lands in the South Growth Area as well as future urban expansion areas located south of Patricia Avenue.

The City Plan states that urban expansion should ensure a 20-30-year land supply and be driven by current and planned servicing capacity. Southern urban expansion may start with lands connected to wastewater lift stations at 34th Street and 18th Street, followed by those with indirect connections. Annexation requires collaboration with the affected rural municipality and should include a minimum ten-year land supply, with potential for larger annexations if the RM supports such a venture.

Given the duration required to finalize annexation and the forthcoming completion of the 34th Street and Patricia Avenue Lift Station, as well as the potential for connection to the rink, administration advises that Council evaluate amending the existing service sharing agreement as an interim measure prior to annexation.

If Council decides to amend the service sharing agreement, administration recommends that conditions be included to address the City's financial interests, including:

- Uses: The agreement is to provide wastewater service to the existing rink only.
- Taxes: A recovery in lieu of property taxes be paid to the city of Brandon.
- Utility Rates: Utility rates will be equivalent to rates within the City of Brandon.
- Construction: Developer is responsible for all costs to design, construct, and maintain infrastructure

Administration recommends this taxation approach because the property is within the City Plan's southern urban expansion area and will receive both City water and wastewater services. Taxation would typically transition over five years following annexation. As the service sharing agreement has been in place for five years without annexation proceeding, administration now recommends that 100% of the taxes be paid to the City of Brandon with an additional fee provided equal to the difference in municipal property taxes.

LEGISLATIVE REQUIREMENTS:

The City of Brandon Operational Policy 1089, Extension of City Owned Utilities or Services Beyond City Limits (Attachment E), outlines a procedure for consideration of such requests. The attached process flowchart (F) identifies the actions required of all parties as Council considers this matter.

Sections 229(a) and 260 of *The Municipal Act*, R.S.M. 1996, c. M225 provides that the Council of a municipality may enter into agreements for the provision of inter-municipal services and may pass by-laws authorizing and approving such agreements.

STRATEGIC ALIGNMENT:

Considerations for alignment with the Council's Strategic Plan include

- Priority: to foster an environment that supports growth and development
- Strategy: to facilitate development opportunities for residential, commercial, and industrial use types in both established and emerging areas
- Tactic: develop greenfield expansion sites to ensure ongoing residential and commercial development is in place to meet community need

FINANCIAL IMPACT:

The existing service sharing agreement includes provisions for the payment of water utility rates. Amending the agreement to include wastewater will result in a combined water and wastewater utility rate.

Administration recommends that 100% of the taxes collected be allocated to the City of Brandon with an additional fee provided equal to the difference in municipal property taxes.

RISK ASSESSMENT:

Assigning network wastewater flows to the rink will proportionally decrease the available capacity for future development within City boundaries until enhancements to the water and wastewater networks are completed.

CONCLUSION:

That Council give the by-law first and second reading, and hold third reading in abeyance pending the execution of a service sharing agreement with the RM.

RURAL MUNICIPALITY OF CORNWALLIS

RESOLUTION: 2025/391

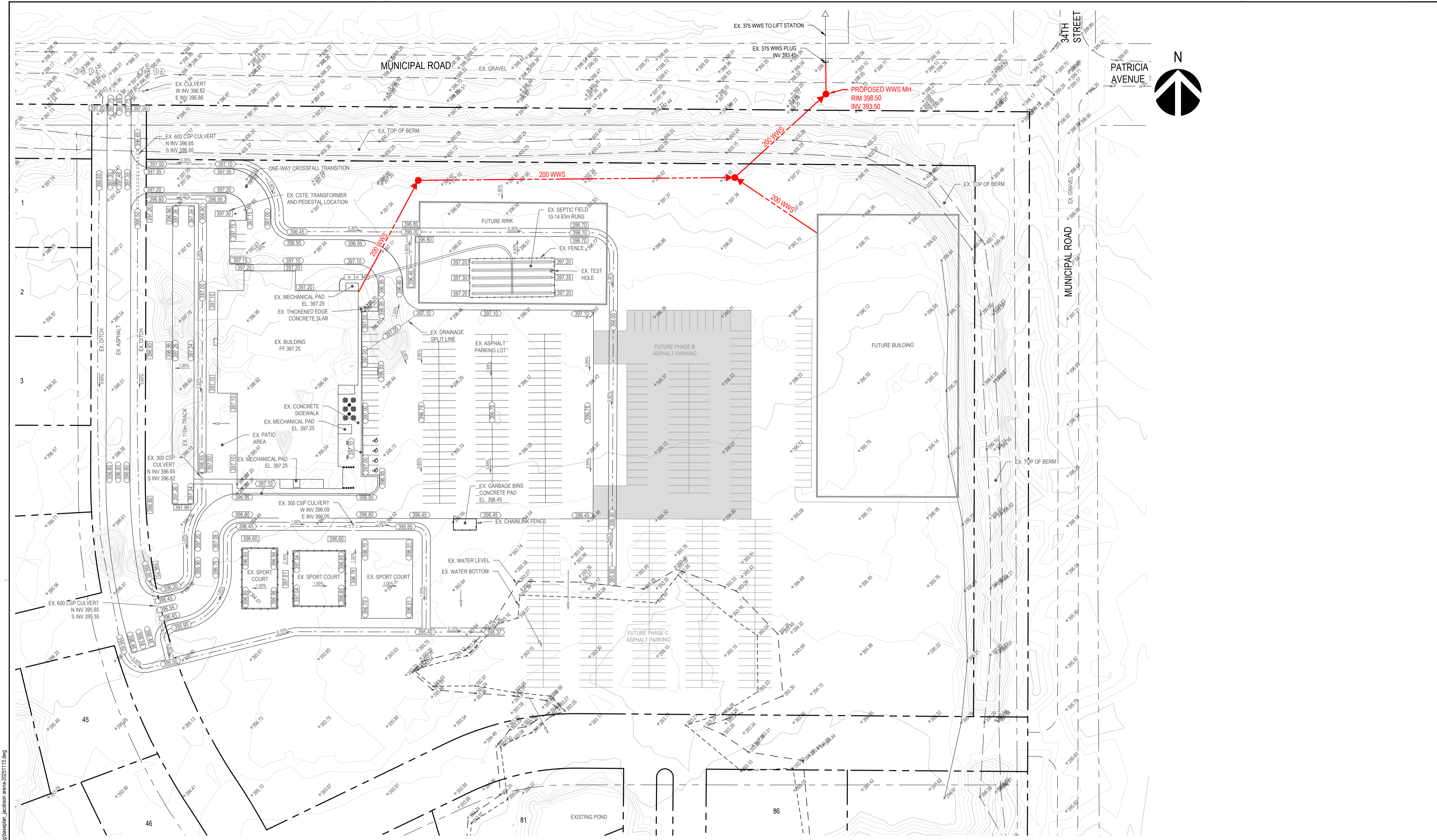
DATE: December 16, 2025

MOVED BY : Ed Maxwell

SECONDED BY : Shane Drohan

BE IT RESOLVED THAT Council submit an application to the City of Brandon for a Service Sharing Request on behalf of VBJ Developments J&G Homes Arena located at NE 4-10-19W to begin the process of amending the existing Service Sharing Agreement to include wastewater service.

CHAIR'S SIGNATURE



CTB: wpc-c3b-bk-4-1-2025-11-14-3:46 AM
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J & G HOMES ARENA WASTEWATER FLOW SUMMARY:

- EXISTING ARENA USAGE = 20,000 L / DAY
 - FUTURE ARENA = 20,000 L / DAY
 - FUTURE BUILDING = 1,500 L / DAY
 - PEAK DRY WEATHER FLOW = 41,500 L / DAY
- EXTRANEOUS FLOW:
 2 MANHOLES AT 12 L / MIN / MH = 34,560 L / DAY
 INFILTRATION, 6 HA AT 2,200L / HA / DAY = 17,600 L / DAY
 PEAK WET WEATHER FLOW: 41,500 + 34,560 + 17,600 = 93,660 L / DAY OR 1.06 L / SEC.
- ASSUMPTIONS:
 • DAILY WATER USE, BASED ON METER READINGS FROM JAN 01, 2025 - JUL 31, 2025
 • FUTURE BUILDING USE: 50 L / DAY / PERSON

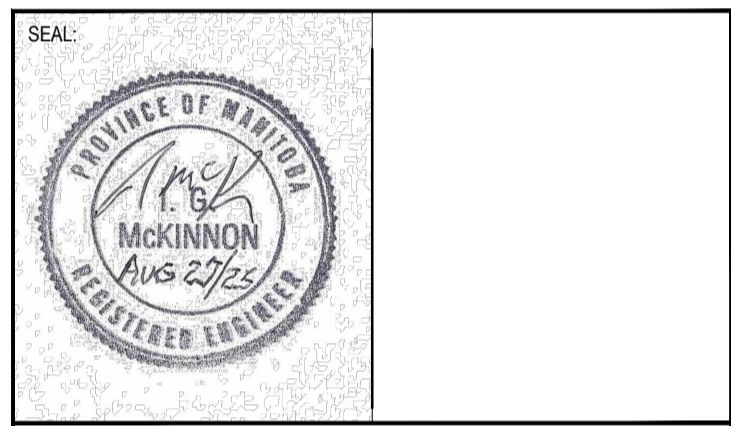
METRIC
 WHOLE NUMBERS INDICATE MILLIMETRES
 DECIMALIZED NUMBERS INDICATE METRES

**ES ENGINEERS
 GEOSCIENTISTS
 MANITOBA**
 Certificate of Authorization
 WSP Canada Inc.
 No. 5750

ISSUED FOR REVIEW

REVISION:

REV	DATE	DESCRIPTION	BY
OB	2025-11-13	REVISED WASTEWATER FLOWS	BH
OA	2025-08-28	ISSUED FOR SERVICE AGREEMENT	IM



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ORIGINAL SCALE: 1:750	DATE: 2025-08-11
DESIGNED BY: IM	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE.
ASSISTED BY: IM	
DRAWN BY: AZ	25mm
MODIFIED BY:	
APPROVED BY: IM	
DISCIPLINE: CIVIL	

WSP Canada Inc.
 1600 Buffalo Place, Winnipeg, Manitoba R3T 6B8
 T 204-477-6650 | www.wsp.com

PROJECT NUMBER: 211-06680-00-600
 CLIENT:

J & G HOMES ARENA LTD.

CLIENT REF. #: --

PROJECT:

J & G HOMES ARENA

TITLE:

PROPOSED WASTEWATER SERVICE CONNECTION

DRAWING NUMBER: C101

REV: OA

February 28th, 2025

Holly Krysko
CAO RM of Cornwallis
Site 500 Box 10, R.R. 5
Brandon Manitoba
R7A 5Y5
via email: cao@gov.cornwallis.mb.ca

Dear Ms. Krysko;

I would like to formally request that we begin discussions on the annexation of our property in the NE ¼ 4-10-19W as per the condition included in the attached Inter-Municipal Water Service Agreement dated August 19, 2021. Further to this, with the 34th Street Lift Station under construction, VBJ Developments is requesting an amendment to the exiting service sharing agreement to include municipal wastewater services for our lands when the 34th Street Lift Station is operational in September 2025. This would be a precursor agreement to the annexation of our property that is to be concluded no later than August 19, 2026.

The deadline for annexation is outlined in Clause 3.1 of the Inter-Municipal Water Service Agreement stating: *The RM and the Developer, in good faith, agree to begin exploring, the feasibility of the annexation of the Lands into the City, with the anticipation that the annexation process be completed within five (5) years of the execution of this Agreement.*

It is our goal to have our lands serviced with City wastewater at the time the 34th Street lift station is operational in September 2025. Our original request for this was sent on September 11, 2024, to City of Brandon administration, the Mayor of the City of Brandon and the Reeve of the RM of Cornwallis.

Please let us know when you are available to discuss next steps.

Sincerely,



Steve McMillan
VBJ Developments Ltd.

Steve McMillan

From: McKinnon, Ian <Ian.Mckinnon@wsp.com>
Sent: Thursday, November 20, 2025 3:34 PM
To: Steve McMillan
Subject: J & G Homes Arena Service Sharing Agreement Drawing
Attachments: J&G Homes Arena-20251113-C101.pdf

As requested we enclose a drawing to support your application for Service Sharing with the City of Brandon.

The intent of the application is to provide wastewater sewer service for the J&G Homes Arena site. The internal servicing of the site will be directed to an existing 375mm wastewater sewer pipe which was installed

on the south side of the City of Brandon's South West Lift Station. The sewer extends approximately 7m into the Patricia Rd. ROW.

The 375mm sewer will be extended south under Patricia with a new manhole installed on the south side of the road.

The wastewater sewer system of the arena site would connect into this manhole.

The service sharing agreement requires an assessment of the estimated wastewater flows.

On the drawing we have provided a summary of the wastewater generated by the arena site.

To establish a base daily flow we used the water meter readings from January 01/25 to July 31/25 for the existing arena.

Provision was made for a future arena and a future building to occupy the site to determine a peak dry weather flow.

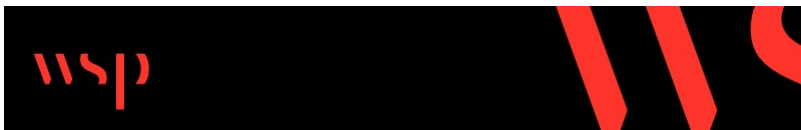
To establish a peak wet weather flow an extraneous flow from the two manholes on site and an infiltration allowance from the site area were added to the peak dry weather flow.

This results in a peak wet weather flow of 1.08L/SEC.

Ian McKinnon, P.Eng.

Senior Advisor
Land Development & Municipal Engineering

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M +1 204-781-5515



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CITY OF BRANDON

410 - 9th Street, Brandon, Manitoba R7A 6A2

DEPARTMENT OF
HUMAN RESOURCES

Richard J. Boyd
Director

Phone: (204) 729-2242 Fax: (204) 729-1904

October 15, 1997

TO: Ted Snure
City Engineer
Engineering & Operations

FROM: Director of Human Resources

RE: Operational Policy Nbr. 1089
Extension of City Owned Utilities or Services Beyond City Limits

The above policy which was recently distributed has some minor wording changes. Attached are revised copies of pages 2, 3 and 5. Please insert these in your binders.


K. Young
for R.J. Boyd

RJB:ky

Attachment(s)

*Inserted
3/14/97
RJB*



CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986 	City Policy Number 1089
		Page 1 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

1. Definitions

- 1.01 City Owned Utilities or Services - Any utility or service such as the treatment, supply and distribution of potable water, the collection and treatment of domestic or industrial sewage, or any other service performed, owned, operated, or managed under a City By-law.
- 1.02 Engineering Documentation - Engineering data presented in written and graphic form pertinent to the specific utility or utilities, describing the proposed extension of services, estimating consumption, detailing special treatments, etc. in sufficient detail to enable the City to assess the impact of said request for service on the City utility or utilities.
- 1.03 City Limits - The current legal land boundary limits of the City of Brandon.
- 1.04 City Manager - The Chief Administrative Officer for the City of Brandon as authorized by City By-law.
- 1.05 Preliminary Engineering - Shall be prepared by or under the direction of a registered member of the Association of Professional Engineers of the Province of Manitoba, and at a minimum contain the following:
 - (a) A written engineering report which explains the project purpose, utility desired, pipe sizes, consumption estimates, metering points, area to be serviced and project schedule.
 - (b) Sketch plan based on current tax map information or some similarly accurate base and show the proposed project in relation to lot lines, right-of-ways, easements, and permanent structures; show the location of other utilities (i.e. gas, hydro, water, sewer, etc.); contain a key map, and any other data which will provide a clear picture of the scope of the project and its effect on the City of Brandon and the surrounding rural municipality.

CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986  	City Policy Number 1089
		Page 2 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

1. Definitions ... cont'd

1.06 Accept in Principle - A non-binding agreement which may be subject to terms and conditions and is merely given by City Council to allow the applicant to finalize his proposal with some degree of confidence that the City will permit extension of the requested utility.

2. Responsibilities

2.01 City Council to:

- (a) Review all requests for the extension of City owned utilities beyond City limits brought to it by the City Manager.
- (b) Provide clear direction to the City Manager for the disposition of the request.
- (c) Decide all requests in terms of benefits to the City of Brandon at large.



2.02 City Manager to:

- (a) Bring all requests for extension of City owned utilities beyond City limits to the attention of City Council as expeditiously as possible.
- (b) Ensure all requests conform to current City By-laws.
- (c) Co-ordinate all activities required to provide City Council with sound information on which to base their decision on the request.
- (d) Negotiate a written agreement as required.

2.03 City Engineer to:

- (a) Review all requests from the City Manager in terms of its impact on the City's utility.

CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986  	City Policy Number 1089 Page 3 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

2. Responsibilities ... cont'd

- (b) Provide a recommendation to the City Manager purely based on said impacts.
- (c) Keep the best interest of the City at large foremost in any decisions or recommendations made on the request.


2.04 City Solicitor to:

- (a) Review all requests from the City Manager in terms of the legal ways and means of allowing the project to advance.
- (b) Provide a recommendation to the City Manager purely based on the legal ramifications of permitting the project to advance.
- (c) Prepare the required legal documents for any written agreement and provide City Council with a detailed explanation of the implications of said agreements prior to the documents being executed.
- (d) Keep the best interest of the City at large foremost in any decisions or recommendations made on the request.

2.05 Brandon and Area Planning District Board to:

- (a) Review all requests as to impact on the development plans for the City of Brandon and the affected rural municipality.
- (b) Provide comments and recommendations to the City Manager based on the impact of the request on the development plans.
- (c) Co-ordinate the request for services with any application for development.

CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986 	City Policy Number 1089
		Page 4 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

2. Responsibilities ... cont'd

2.06 City Planner to:



- (a) Review all requests with respect to existing development conditions in the fringe areas and comment as to how the request to extend City utilities beyond City limits will impact growth and changes in development of the fringe area.
- (b) Keep the best interest of the City at large foremost in any decisions or recommendations made on the request.

3. Procedures

- 3.01 All requests to City Council for the extension of City owned utilities or services beyond the City limits shall originate from the office of the City Manager upon receipt by the City Manager of a formal written request from an applicant.
- 3.02 An applicant for extension of City owned utilities or services beyond City limits shall supply, along with the formal request, a copy of all preliminary engineering data deemed necessary by the City Manager before the request is taken to City Council.
- 3.03 All engineering documentation submitted as part of the request shall be prepared under the direction of, and sealed by, a Professional Engineer licensed with or a registered member of the Association of Professional Engineers of the Province of Manitoba.
- 3.04 Upon receipt of all required information on the application, the City Manager shall have the request presented to City Council at the next regular meeting in order to seek City Council's direction on the matter.
- 3.05 City Council may, at its discretion, refuse the request outright or reserve decision until after receipt of reports by Civic Departments.

If the request is refused outright, City Council shall direct the City Manager to so advise the applicant.

CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986  	City Policy Number 1089
		Page 5 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

3. Procedures ... cont'd

If the request is reserved for decision, City Council shall direct the City Manager to solicit reports on the request from Civic Departments. At a minimum, the request must be reviewed by the City Engineer, the City Solicitor, the City Planner, and the Brandon and Area Planning District Board. All responding Departments shall submit their findings and recommendations in writing to the City Manager. The City Manager shall, in written form, summarize the findings of all responding Departments along with his recommendations and send said report to City Council for action.

- 3.06 After review and consideration of the City Manager's report and recommendation, City Council shall either accept in principle or reject the request for extension of City owned utilities or services beyond City limits.



Any acceptance by City Council may contain conditions of acceptance and may be rescinded by City Council up until the time a written agreement is established between the City and the requesting party.

If, after consideration of the City Manager's report, the request is refused, City Council shall direct the City Manager to so advise the applicant. It will not be required that the City provide justification for such refusal.

If, after consideration of the City Manager's report, the request is accepted in principle, City Council shall direct the City Manager to advise the applicant of said decision together with any terms or conditions imposed by City Council. City Council shall also direct the City Manager to begin negotiations with the applicant for a servicing agreement. The Rural Municipality into which the service will be extended shall be a third party in the agreement if the applicant is not the Rural Municipality.

Once an agreement has been negotiated, the City Manager shall report back to City Council as to the terms and conditions of the agreements, and seek permission from City Council for appropriate City officials to execute the agreement.

CITY PROCEDURE

Authority City Council Motion No. 447	Effective Date April 21st, 1986  	City Policy Number 1089
		Page 6 of 6
Title EXTENSION OF CITY OWNED UTILITIES OR SERVICES BEYOND CITY LIMITS		

3. Procedures ... cont'd

If City Council rejects the proposed agreement, they shall either direct the City Manager to continue to work toward an acceptable agreement or reject the request for extension of City owned utilities or services beyond City limits.

If City Council decides to reject the request, they shall direct the City Manager to so advise the applicant. It will not be required that the City provide justification for such rejection.

Attachment E: Service Sharing Process

Inter-Municipal Service Sharing (summary of City Policy Number 1089, April 21st, 1986)

Proponent (RM)

Proponent files request to the City Manager with required documentation and fee

Negotiate Agreement

Execute Agreement

Council (City)

Will council entertain request?

No

Application Rejected

1st and 2nd Reading

No

Application Rejected

3rd Reading

No

Application Rejected

Yes

Yes

Yes

City Manager

Review request for completeness

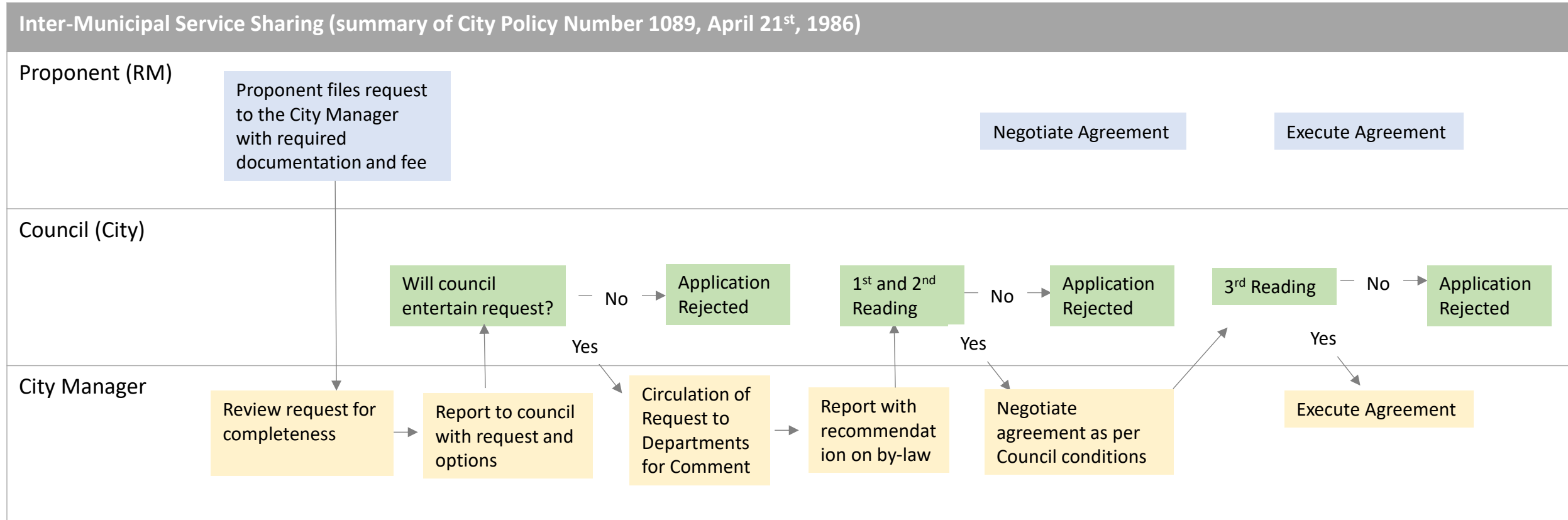
Report to council with request and options

Circulation of Request to Departments for Comment

Report with recommendation on by-law

Negotiate agreement as per Council conditions

Execute Agreement



BY-LAW NO. 7447

BEING A BY-LAW of the City of Brandon to amend By-law No. 7313.

WHEREAS the Corporation of the City of Brandon (the “**City**”) entered into an agreement with the Rural Municipality of Cornwallis (the “**RM**”) and with VBJ Developments Ltd. (the “**Developer**”) respecting the provision and extension of City Water Services pursuant to Sections 229(a) and 260 of *The Municipal Act*, R.S.M. 1996, c. M225; and

WHEREAS City Council has directed City Administration to negotiate an amended agreement with the RM and the Developer for the additional provision and extension of City Wastewater Services to the lands (the “**Lands**”) particularly described in Schedule “**A**”; and

WHEREAS City Council considers it desirable to amend the agreement with the RM and the Developer for the provision and extension of City Water and Wastewater Services to the Lands, more particularly for the servicing an indoor rink on the Lands.

NOW THEREFORE the Council of the City, duly assembled, enacts as follows:

1. That By-law No. 7313 be amended as follows:
 - a. Throughout the preamble of the by-law, adding immediately after “City Water” the words “and Wastewater”;
 - b. Deleting Section 1 of the by-law and substituting therefore; That the City enter into an agreement with the RM and the Developer respecting the terms and conditions regarding the supply of potable water, and collection of wastewater to service an indoor rink in the RM. A copy of the agreement is attached hereto as Schedule “**A**” (the “**Agreement**”) to this By-law.
 - c. Deleting Schedule “**A**” (the “**Agreement**”) and replacing it with Schedule “**A**” attached to this by-law
2. This By-law shall come into force and take effect on the day following its passage.

DONE AND PASSED by the Council of the City of Brandon duly assembled this day of A.D. 2026.

MAYOR

CITY CLERK

Read for a first time this	day of	A.D. 2026
Read for a second time this	day of	A.D. 2026
Read for a third time this	day of	A.D. 2026



Site 500, Box 10, R.R.5
Brandon, MB R7A 5Y5

May 20, 2026

City of Brandon
Planning & Buildings Department
638 Princess Avenue
Brandon, MB R7A 0P3

Dear Mayor and Council:

Re: J & G Arena (Servicing Agreement Amendment)

Council and Administration have met with Steve McMillan of VBJ Developments to discuss the proposed amendment to the servicing agreement, including the City's requirements.

Council recognizes that these matters require time and careful consideration, and believes it is important to resume negotiations to achieve a balanced outcome for all parties.

Council is interested in revisiting discussions regarding the taxation component proposed by the City. Although *The Municipalities Act* does not specifically address inter-municipal taxation processes, Council is open to exploring alternative approaches to address the City's concerns.

Recognizing the substantial cost of the sewer line installation, Council acknowledges that the infrastructure will benefit the arena facility. VBJ Developments has also expressed its willingness to compensate the City for its use as they currently do with the water service.

Council further acknowledges that the original agreement contemplated annexation of the property into the City within five years. While this has not occurred, Council supports continued dialogue between the parties on this matter.

Given the broader scope of the project and the outstanding terms to be addressed, Council welcomes the opportunity to meet again to continue discussions.

Regards,

A handwritten signature in blue ink, appearing to read "Teri Scaife".

Teri Scaife, RMA
Chief Administrative Officer

cc. Steve McMillan, VBJ Developments