

SAMPLE TEMPLATE FOR LEARNING AND DISCUSSION PURPOSES ONLY

TERMS AND CONDITIONS WILL DIFFER DEPENDING ON EACH DISTRICT'S UNIQUE NATURE

The Establishment of the XX Planning District

This Agreement made as of the ___ day of _____, 2014.

Membership of the Planning District includes the following affiliated municipalities:

The Rural Municipality of xx; Town of xx; and Village of xx

With invitation to neighbouring Municipalities and First Nation(s) in the District

The municipalities named above are entering into an agreement pursuant to *The Planning and Development Act, 2007* (PDA) to establish a Planning District to advise the parties and guide development in the areas shown on the map attached as "Attachment 1", showing the Town xx; Village of xx; and the Rural Municipality of xx.

AREA OF DESCRIPTION

1. The area of the said planning district shall comprise of lands situated within the said Rural and Urban Municipalities which are outlined in bold dashed lines on the plan hereto attached and identified as "Attachment 1" to this Agreement, such plan being hereby declared to form part of this Agreement.
 - 1.1. The area of the Planning District does not apply to the First Nations lands within the Rural and Urban Municipalities until the respective First Nation band residing in the District signs onto the Agreement to enter into the Planning District.

ESTABLISHMENT OF COMMISSION

2. A District Planning Commission, designated as "The xx District Planning Commission" is hereby recognized under the provision of *Section 97(b) of The Planning and Development Act, 2007*, such Commission to consist of members to be annually appointed in the following manner:
 - 2.1 Two members shall be appointed annually by the Council of the Rural Municipality of xx, of which one shall be a member of Council.
 - 2.2 Two members shall be appointed annually by each of the following respective Councils of the Urban Municipalities xx, of which, one shall be a member of each respective Council.

INVITED TO PARTICIPATE

3. With an option of having three (3) members at large which shall be appointed jointly by the Councils of the Rural Municipality, Village and Town who have an interest pertaining to community planning in the district.
4. An invitation for two (2) members shall remain open for any First Nations, Métis or government agency who reside in the District and have interest pertaining to community planning on matters such as environmental, economic, social or cultural sustainability.

FILLING VACANCIES

5. Where vacancies arise in respect of Council/Board appointees, otherwise than by reason of the expiry of the

designated term of office of the appointee, the Council/Board concerned shall appoint someone to complete the unexpired term only.

POWERS AND DUTIES OF THE PLANNING COMMISSION

6. As per *Section 104 of the Planning and Development Act, 2007*, the duties and powers of the said Commission shall be to:
 - 6.1 Make rules of procedure that are not contrary to law or inconsistent with *The Planning and Development Act, 2007* or its regulations for the conduct of its business, the governing of its proceeding, the calling of meetings and the requirements for quorum;
 - 6.2 Establish and permit procedures for the affiliated municipalities to permit the holding of joint public hearings for the adoption, amendment or repeal of a District Plan, an Official Community or Zoning Bylaw;
 - 6.3 Appoint any consultants or employees that may be necessary for the exercise of any of its powers or the performance of any of its duties and fix their remunerations;
 - 6.4 Appoint advisory committees, consisting of one or more of the members of the District Planning Commission or any other person and fix their remunerations; and
 - 6.5 With the consent of an affiliated municipality, utilize the services of any officer or employee of that municipality.
 - 6.6 Hold joint public meetings and publish information for the purpose of obtaining the participation and co-operation of the residents of the Planning District and any adjacent area in determining the solution to problems or matters affecting the development of any part of the planning district.
 - 6.7 Suggest to any Council/Board ways and means of financing works to be carried out by public authorities over a specified period
 - 6.8 At the request of any Council an investigation /study of proposed subdivisions or developments within and adjacent to the Planning District can be undertaken. Reports and concurrent recommendations on behalf of these studies are to be submitted to the appropriate Council/Board.
 - 6.9 Prepare and submit to the affiliated municipalities an operating budget for the next ensuing fiscal year.
7. As per *Section 101 of The Planning and Development Act, 2007*; **no district planning commission or a district planning authority may hear or vote on any decision that relates to a matter with respect to which the member has a pecuniary interest.**
8. The parties hereto agree that pursuant to *Section 97 of The Planning and Development Act, 2007*; the Councils of the **affiliated municipalities** shall have the power to pay each member of the District Planning Commission and advisory committees such remuneration and any expenses as may be fixed by the respective Commission.
9. The parties agree that:
 - 9.1 The Councils of **affiliated municipalities** shall have the power to remunerate and pay any expenses to their appointees to the Commission and that the amount of remuneration, if any, will be fixed and provided by the respective Councils.

- 9.2 Any jointly appointed members of the Commission shall be paid by the Planning District and remuneration, if any, **will be fixed by the Commission during the first meeting of the calendar year.**
- 9.3 Any members of an advisory committee established by the Commission, that are not municipal appointees to the Commission, shall be paid by the Planning District and remuneration and expenses, if any, will be fixed by the Commission; and
- 9.4 Any consultants or employees of the Planning District will be paid by the Planning District and remuneration and expenses, if any, will be fixed by the Commission.
10. The District Planning Commission shall **annually** appoint a chairperson and a deputy chairperson for the Commission, from among the appointed representatives, **during the first meeting of the calendar year.** In the absence of the Chairperson, the Deputy Chairperson shall act on behalf of the Chairperson.
11. The Commission may hire or appoint a Secretary to *administer* and *manage* the business of the Planning District under the direction of the Planning Commission.
12. The Secretary position may be:
- 12.1 Responsible for ensuring administration of the Commission and managing meetings, hearings, agendas, financial reporting, accounting, advertising, keeping of minutes, issuance of decisions and other business;
 - 12.2 Responsible for hiring and management of other Planning District personnel, under the direction of the Commission;
 - 12.3 Compensated for from the finances of the Commission; and
 - 12.4 Appointed/hired by the Commission which will set out, in writing, any:
 - 12.4.1 Remuneration and related increases;
 - 12.4.2 Benefits;
 - 12.4.3 Length and parameters of employment, if by contract; and
 - 12.4.4 Additional responsibilities of the position.
13. Any policy plans and Zoning Bylaws having effect within the Planning District shall be administered by the **Development Officer** appointed by the Planning **Commission for benefit/purpose of the Planning District.**
14. Funds required to meet the expenses of the Planning District and the Planning Commission, as approved by the Councils of the **affiliated municipalities** shall be contributed by each the Urban and Rural Municipalities on a per capita basis.
- 14.1 Office space and facilities used by the Commission shall be provided by the affiliated Municipalities and shall be contributed by each of the Urban and Rural Municipalities on a per-capita basis.
15. In addition to referrals regarding planning and zoning within the area of the Planning District:
- 15.1 The affiliated municipalities agree to refer all development permits and subdivision applications within the designated planning area to the Commission for information purposes.
 - 15.2 The affiliated municipalities agree to refer all development permits and subdivision applications along their

boundary to the Commission for information.

15.3 The parties shall send for comment, any development located on the periphery to an Indian Reserve, to the affected First Nation.

15.4 First Nations parties may send information pertaining to significant developments to the Planning District for information.

DISTRICT PLAN AND ZONING BYLAW

16. The affiliated municipalities shall adopt a District Plan for the Planning District in accordance with *The Planning and Development Act, 2007*.

17. Pursuant to Section 103 of the Act and concurrent adoption of a District Plan pursuant to subsection 102(3) of the Act, each affiliated municipality will pass, in accordance with the Act, a Zoning Bylaw consistent with the District Plan.

AMENDMENTS TO AN AFFILIATED MUNICIPALITY'S PLAN AND DISTRICT PLAN

18. For the purposes of this Agreement, each Urban Municipality has a separate Official Community Plan, as per Section 32 of *The Planning and Development Act, 2007*. The xx District Plan acts as the Official Community Plan for the Rural Municipality as per Section 102(14) of *The Planning and Development Act, 2007*.

18.1. The amendment process for Official Community Plans and the District Plan is provided in the following sections of this Agreement.

OFFICIAL COMMUNITY PLAN AMENDMENT

19. Any amendments made to any of the Urban Official Community Plans shall be in accordance with Section 39 of *The Planning and Development Act, 2007*.

20. Any amendments made to the Official Community Plans are required to be consistent with the District Plan. Proposed amendments to the Official Community Plan shall be forwarded to the Planning Commission for information purposes.

21. Proposed amendments which suggest a major deviation contrary to the intent and provisions of the District Plan shall be forwarded to the Planning Commission for their recommendation when the proposed amendment is either located adjacent to or may affect another affiliated municipality in the Planning District.

DISTRICT PLAN AMENDMENT THAT AFFECTS LAND IN ONE AFFILIATED MUNICIPALITY

22. If an amendment is proposed to the District Plan which affects land within one affiliated municipality, the affiliated municipality may request the Commission to prepare the proposed amendment and make a recommendation respecting the proposed amendment.

23. On receipt of the amendment and recommendation mentioned in Section 22 of this Agreement, the affiliated

municipality will initiate the adoption process of the proposed amendment by bylaw.

24. Sections 102(17) to (19) of *The Planning and Development Act, 2007* apply regarding Ministerial Approval of the District Plan amendment.
25. The affiliated municipality proposing the amendment shall be responsible for all costs associated with the notification, advertising and holding the Public Hearing.
26. When the amendment is approved, the District Plan shall be updated and the amendment recorded by Bylaw number in the District Plan Amendment Schedule.

DISTRICT PLAN AMENDMENT THAT AFFECTS LAND IN THE PLANNING DISTRICT (ALL AFFILIATED MUNICIPALITIES)

27. As per Section 102(8) of *The Planning and Development Act, 2007*, the affiliated municipalities may amend the District Plan for the Planning District.
28. An affiliated Municipality or all affiliated Municipalities shall notify the Commission when a proposal or interest is suggested to amend the District Plan that will apply to the Planning District.
29. The Commission shall prepare the proposed amendment and make recommendations respecting the proposed amendment.
30. On receipt of the amendment and recommendation mentioned in Section 29 of this Agreement, each affiliated Municipality will initiate the adoption process to the proposed amendment by bylaw.
31. If a council of an affiliated Municipality fails to adopt an amendment to the District Plan, Section 35 of this Agreement shall apply;
 - 31.1. The matter must be determined through the dispute resolution mechanism; and
 - 31.2. The District Plan, as may be amended in accordance with the dispute resolution mechanism, applies to the Planning District.
32. The Commission may hold a joint public hearing for the bylaws adopting the proposed amendment in which the Commission may use funds outlined in Section 14 of this Agreement to cover the costs.
33. The affiliated municipalities will submit to the Minister a certified copy of the bylaw adopting the amendment and a certified copy of the recommendation mentioned in Section 29 of this Agreement for Ministerial Approval.
34. The bylaw that amends the District Plan for the Planning District is effective on the date of the Ministerial Approval.

DISPUTE RESOLUTION

- 35.** In the event that a dispute arises between two or more parties, the parties will attempt to resolve the issue by following a progressive dispute resolution process by:
- 35.1.** Firstly, striking a negotiating committee, consisting of two elected officials and one staff member representing each affected municipal council, to negotiate a resolution;
 - 35.2.** Secondly, hiring a mutually agreed upon professional mediator to guide discussions to resolve the dispute working with the appointed committee;
 - 35.2.1.** Costs associated with hiring a professional mediator will be paid by the disputing parties.
 - 35.3.** Thirdly, seek non-binding arbitration from the professional mediator or a legal professional;
 - 35.4.** Lastly, voluntarily refer the dispute to the Saskatchewan Municipal Board, in accordance with Section 394 of *The Municipalities Act*, for a binding decision.

DISTRICT PLANNING AGREEMENT AMENDMENT PROCESS

- 36.** With regards to amending this Agreement:
- 36.1.** The Agreement will only be reviewed and amended upon:
 - 36.1.1.** Application from the Council of one of the parties to the Agreements;
 - 36.1.2.** Adoption of a new District Plan for the Planning District;
 - 36.1.3.** Inclusion of a new municipality, First Nation, Métis or government agency into the Planning District;
 - or
 - 36.1.4.** The termination of affiliation of a party to this Agreement.
 - 36.2.** Amendments will be prepared and submitted to each Council by the sitting Commission for the Planning District;
 - 36.3.** Amendments will not be submitted for Ministerial approval until each affiliated party has signed the new Agreement; and
 - 36.4.** Amendments will not take effect until an order has been issued by the Minister of the Ministry of Government Relations.

ADDITION TO THE PLANNING DISTRICT

- 37.** Upon written request from a new municipality or First Nation, Métis, government agency or member organization wishing to join the District Planning Commission, each affiliated municipality must sign the new Agreement and the Commission may consider applying to the minister for approval of the addition.
- 37.1.** Upon a municipality or First Nation party added to the affiliated municipalities, the Commission shall review and prepare any needed changes to:
 - 37.1.1.** the District Planning Commission Agreement; and,
 - 37.1.2.** the District Plan.
 - 37.2.** The added municipality or First Nation shall take the necessary steps to adopt the District Plan and District Planning Commission Agreement as amended; and
 - 37.3.** Any amendments made to the mentioned documents shall be adopted by the affiliated municipalities.
 - 37.4.** The added municipality or member organization must contribute the amount set by the Commission.

TERMINATION OF THE AFFILIATION OF MUNICIPALITIES

- 38.** If a municipality terminates when the Commission is comprised of three (3) or more, the municipality must:
 - 38.1.** Provide 60 days written notice to the Commission, stating the reasons for withdrawal from the Planning District; and
 - 38.2.** Attend the next Planning Commission meeting or a special meeting, if needed, to explain further the reasoning for terminating its affiliation with the Planning District for the purposes of sharing information and out of courtesy to the other municipalities.
 - 38.3.** Follow the dispute resolution mechanisms provided under Section 35 of this Agreement.

- 39.** Should a municipality terminate its affiliation with the Planning District, any monetary investments into the District Planning Commission shall remain within the Commission.

- 40.** Should a municipality terminate its affiliation with the Planning District or should the Planning District be dissolved all assets and liabilities of the Planning District will be distributed in proportion with the cost sharing model outlined in Section 14 of this Agreement.

WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, the day and year first above written.

Signing Authority for the Municipality (Mayor / Administrator)

Mayor/Reeve Administrator Date Seal

Rural Municipality of xx

Town of xx

Village of xx