

RESORT VILLAGE OF TOBIN LAKE

Bylaw No. 10/2016

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT TO FORM A DISTRICT DEVELOPMENT APPEALS BOARD WITH THE MEMBERS OF THE TWIN LAKES PLANNING DISTRICT

Section 214(3) of *The Planning and Development Act (2007)*

The Council of the Resort Village of Tobin Lake in the Province of Saskatchewan enacts as follows, in alignment with the affiliate partner municipalities of Twin Lakes District Planning Commission:

1. SHORT TITLE

This bylaw shall be referred to as the “District Development Appeals Board Agreement”.

2. INTERPRETATION/LEGISLATION

- (1) “Administrator” shall mean the Chief Administrative Officer of the municipality.
- (2) “Council” shall mean the Council of the municipality.
- (3) “Head of Council” shall mean the Mayor of the municipality.
- (4) “Municipality” shall mean the Resort Village of Tobin Lake.

3. PROVISIONS

- (1) The Resort Village of Tobin Lake is hereby authorized to enter into an agreement with:

The Rural Municipality of Torch River No.488;
The Rural Municipality of Nipawin No.487;
The Rural Municipality of Moose Range No.486;
The Village of Codette;
The Village of White Fox;
The Town of Choiceland;
The Town of Carrot River; and
The Town of Nipawin

for the purpose(s) stated within the agreement.

- (2) The agreement is attached hereto and forms a part of this bylaw, and is identified as Exhibit “A”.
- (3) The head of Council and the Administrator are hereby authorized to sign and execute the agreement described as Exhibit “A”.

(4) Bylaw No. 08/2015 is hereby repealed.

Enacted pursuant to Section 214(3) of
The Planning and Development Act

(S E A L)

Mayor

Administrator

Karalee Davis
Administrator

Exhibit "A"

**DISTRICT DEVELOPMENT APPEALS
BOARD AGREEMENT
(TWIN LAKES PLANNING DISTRICT)**

**Pursuant to Section 214(3)
of
*The Planning and Development Act, 2007***

The Development Appeals Board Agreement

MADE THIS _____ DAY OF _____, 2016.

BETWEEN:

The Urban Municipality of Nipawin
Saskatchewan, hereinafter called the
“Resort Village of Tobin Lake”

OF THE FIRST PART;

-and-

The Urban Municipality of Choiceland
Saskatchewan, hereinafter called the
“Town of Choiceland”

OF THE SECOND PART;

-and-

The Urban Municipality of Carrot River
Saskatchewan, hereinafter called the
“Town of Carrot River”

OF THE THIRD PART;

-and-

The Urban Municipality of White Fox
Saskatchewan, hereinafter called
“Village of White Fox”

OF THE FOURTH PART;

-and-

The Urban Municipality of Codette
Saskatchewan, hereinafter called
“Village of Codette”

OF THE FIFTH PART;

-and-

The Urban Municipality of Tobin Lake
Saskatchewan, hereinafter called
“Resort Village of Tobin Lake”

OF THE SIXTH PART;

-and-

The Rural Municipality of Moose Range No. 486
Saskatchewan, hereinafter called
“RM of Moose Range”

OF THE SEVENTH PART;

-and-

The Rural Municipality of Nipawin No. 487

Saskatchewan, hereinafter called

“RM of Nipawin”

OF THE EIGHTH PART;

-and-

The Rural Municipality of Torch River No. 488

Saskatchewan, hereinafter called

“RM of Torch River”

OF THE NINTH PART;

WHEREAS the municipalities above mentioned deem it beneficial to enter into an agreement for the purpose of exercising the powers conferred upon them by Section 214(3) of *The Planning and Development Act, 2007* and creating and managing a District Development Appeals Board; and

WHEREAS the parties to this agreement intend to establish a District Development Appeals Board (hereinafter referred to as the “Board”), to hear and decide appeals received pursuant to *The Planning and Development Act, 2007*.

NOW, THEREFORE, this agreement witnesses that:

1. The parties agree to joint action for development appeals through formation of a District Development Appeals Board. This Board shall be known as the Twin Lakes Development Appeals Board, referred to in the agreement as the “Board”.
2. The parties agree that the Board shall consist of one representative from within the boundaries of each municipality. The representative shall be appointed annually by resolution of the council of each of the municipalities. Each party to this agreement shall notify the board Secretary in writing of their appointment on or before December 31st of each year. Should the municipality fail to appoint a representative by December 31st of the calendar year, that municipality shall be invoiced by Twin Lakes District Planning Commission a penalty of \$300.00.
3. The parties agree that the members of the Board, once chosen, shall appoint a Chairperson from among themselves. No more than five (5) persons appointed to the Board shall sit at any one time to hear appeals. The Twin Lakes District Planning Commission Secretary shall organize the selection of the chairperson of the board by January 15th of the calendar year.

4. The Secretary appointed to Twin Lakes District Planning Commission at the first Twin Lakes District Planning Commission meeting of the year, shall act as the Secretary for the Board. In the event that the Twin Lakes District Planning Commission Secretary can not serve as the Secretary for the Board, an administrator from one of the partner municipalities (which is NOT a respondent municipality in any part of the specific hearing) included in this agreement shall serve as Secretary for the board.
5. The parties agree that the appeals shall be heard at the office of the municipality in which the property that is affected is located, except in either event of "a." or "b" described below, the secretary shall seek the written permission of the appellant who will not have their hearing at the office of the municipality in which the property that is affected is located.
 - a. If there is already a hearing being held by the District Appeals Board that can entertain the appeal in the prescribed time limits; or
 - b. if there is more than one appeal with the ability to be heard by the District Appeals Board at the same time
6. The parties agree that all expenses incurred during an appeal, including remuneration and mileage for the Board and Secretary shall be the sole responsibility of the respondent municipality(s), in such case as there are more than one respondent municipalities, the expenses shall be shared equally.
7. The parties agree that mileage shall be reimbursed to the Secretary and Board by the respondent municipality(s).
8. The parties agree that remuneration shall be paid to each member of the Board at a rate of \$200.00 per eight (8) hour day, or portion thereof.
9. The parties further agree that remuneration for the Board Secretary will be paid to the employer of the Secretary at a rate equivalent to the agreed upon remuneration rate for secretarial services between Twin Lakes District Planning Commission and the municipal contractor.
10. The parties agree that training for Board members should be made available for each newly appointed member of the Board, and that the costs of training and mileage for each member shall be the responsibility of their respective municipality.

11. The parties agree that training for the Board Secretary shall be made available every two years, and that the cost of training and mileage for the Secretary shall be the responsibility of TLDPC.
12. The Board may appoint any consultants that may be necessary to assist in the discharge of its responsibilities, and the applicable municipality is responsible for any costs incurred by the Board with respect to those appointments.
13. Subject to other provisions of *The Planning and Development Act, 2007*, the Board may adopt rules and procedure to be followed in carrying out its functions.
14. The Board shall comply with any rules of procedure prescribed by the Lieutenant Governor in Council pursuant to subsection (b) of Section 245 of *The Planning and Development Act, 2007*.
15. The Board shall conduct itself in a fair and impartial manner.
16. No member of the Board may hear or vote on any decision that relates to a matter with respect to which the member has a pecuniary interest as described in section 2(2) of *The Planning and Development Act, 2007*.
17. The Board shall act within the authority of *The Planning and Development Act, 2007*.
18. The Board shall render its decision in writing, together with reason for the decision, within 30 days after the conclusion of the hearing.
19. This agreement shall come into force and be effective upon the signing and sealing of the municipalities to this agreement and shall be continuous.
20. Any party to the agreement may withdraw from the agreement by giving written notice to each party of the agreement by December 31st of any year.
21. All parties to the agreement will have a prescribed Development Appeals Board Form available and will attach their Municipalities' prescribed form to this bylaw as Form "A".

The Parties hereby affixed their corporate seals, duly attested by the hands of their respective officers, the day and year first above written.

**THE URBAN MUNICIPALITY OF
NIPAWIN**

Mayor

Administrator

**THE URBAN MUNICIPALITY OF
CARROT RIVER**

Mayor

Administrator

**THE URBAN MUNICIPALITY OF
CODETTE**

Mayor

Administrator

**THE URBAN MUNICIPALITY OF
WHITE FOX**

Mayor

Administrator

**THE URBAN MUNICIPALITY OF
TOBIN LAKE**

Mayor

Administrator

**THE URBAN MUNICIPALITY OF
CHOICELAND**

Mayor

Administrator

**THE RURAL MUNICIPALITY OF
MOOSE RANGE #486**

Reeve

Administrator

**THE RURAL MUNICIPALITY OF
NIPAWIN #487**

Reeve

Administrator

**THE RURAL MUNICIPALITY OF
TORCH RIVER #488**

Reeve

Administrator

Bylaw 10/2016
Agreement to Form a District Development Appeals Board