

## The Establishment of the Rosetown Hub and Spoke Planning District

This Agreement made as of the 22 day of Jan 2014.

Membership of the Planning District includes the following affiliated municipalities:

**RM of St. Andrews No. 287, RM of Pleasant Valley No. 288, RM of Harris No. 316, RM of Marriott No. 317 and RM of Mountain View No. 318, the Town of Rosetown and Village of Harris**

The municipalities named above are entering into an agreement pursuant to the provisions of *The Planning and Development Act, 2007* 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 of Rosetown and Village of Harris and the Rural Municipality of St. Andrews No. 287, the Rural Municipality of Pleasant Valley No. 288, the Rural Municipality of Harris No. 316, the Rural Municipality of Marriott No. 317 and the Rural Municipality of Mountain View No. 318.

### **AREA OF DESCRIPTION (enclose map)**

1. The area of the said Planning District shall comprise all those lands situated within the said Rural Municipalities and Urban Municipalities which is outlined in a bold dashed line on the plan hereto attached and identified as "Attachment 1" to this Agreement, such plan being hereby declared to form part of this Agreement.

### **ESTABLISHMENT OF COMMISSION**

2. A District Planning Commission, designated as the "Rosetown Hub and Spoke 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 (2) members shall be appointed annually by the Council of the Rural Municipalities of St. Andrews No. 287, Pleasant Valley No. 288, Harris No. 316, Marriott No. 317 and Mountain View No. 318, at least one of whom shall be a member of the Council of the Rural Municipality.
  - 2.2 Two (2) members shall be appointed annually by the Council of the Town of Rosetown and the Village of Harris, at least one of whom shall be a member of the Council of the Town and of the Village.

### **INVITED TO PARTICIPATE**

3. With an option of having two (2) members at large, which shall be appointed by the Councils of the Rural Municipalities, the Town and the Village who have an interest pertaining to community planning in the District on matters such as environmental, economic, social or cultural sustainability.

## FILLING VACANCIES

4. Where vacancies arise in respect of Council appointees, otherwise than by reason of the expiry of the designated term of office of the appointee, the Council concerned shall appoint someone to complete the unexpired term only.

## POWERS AND DUTIES OF THE PLANNING COMMISSION

5. As per *Section 100 and 104 of The Planning and Development Act, 2007*, the duties and powers of the said Commission shall be to:

- 5.1 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 meeting and the requirements for quorum;
- 5.2 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 Plan or Zoning Bylaw;
- 5.3 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;
- 5.4 Appoint advisory committees, consisting of one or more of the members of the District Planning Commission or any other person and fix their remunerations;
- 5.5 With the consent of an affiliated municipality, utilize the services of any officer or employee of that municipality;
- 5.6 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;
- 5.7 Suggest to any Council ways and means of financing works to be carried out by public authorities over a specified period;
- 5.8 At the request of 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;
- 5.9 Prepare and submit to the affiliated municipalities an operating budget for the next ensuing fiscal year.

6. As per *Section 101 of The Planning and Development Act, 2007*, **no member of the District Planning Commission or a member of 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.**

7. 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 expenses as may be fixed by the respective Commission.

8. The parties agree that:

- 8.1 The Councils of the **affiliated municipalities** shall have the power to remunerate their appointees to the Commission and that the amount of remuneration and expenses, if any, will be fixed and provided by the respective Councils;
- 8.2 Any jointly appointed members of the Commission shall be paid by the Planning District and remuneration and expenses, if any, **will be fixed by the Commission during the first meeting of the calendar year**;
- 8.3 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,
- 8.4 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.

9. The District Planning Commission shall **annually** appoint a chairperson and a deputy chairperson for the Commission, from among the appointed representatives, **the first meeting of the calendar year**. In the absence of the Chairperson, the Deputy Chairperson shall act on the behalf of the Chairperson.

10. 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.

11. The Secretary position may be:

- 11.1 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;
- 11.2 Responsible for hiring and management of other Planning District personnel, under the direction of the Commission;
- 11.3 Compensated from the finances of the Commission; and,
- 11.4 Appointed/hired by the Commission which will set out, in writing, any:
  - 11.4.1 Remuneration and related increases;
  - 11.4.2 Benefits;
  - 11.4.3 Length of parameters of employment, if by contract; and,
  - 11.4.4 Additional responsibilities of the position.

12. 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 the benefit/purpose of the Planning District.**
13. 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 of the Urban and Rural Municipalities on a \$1.00 per capita basis.
  - 13.1. 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 a \$1.00 per capita basis.
14. In addition to referrals regarding planning and zoning within the area of the Planning District:
  - 14.1 At the request of Council, the affiliated municipalities agree to refer development permits and subdivision applications within the designated planning area to the Commission for information;
  - 14.2 At the request of Council, the affiliated municipalities agree to refer all development permits and subdivision applications on their boundary to the Commission for information.

#### **DISTRICT PLAN AND ZONING BYLAW**

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

17. For the purposes of this Agreement, the Urban Municipality of Rosetown has a separate Official Community Plan as per Section 32 of *The Planning and Development Act, 2007*. The Rosetown Hub and Spoke District Plan acts as the Official Community Plan for the Rural Municipalities listed above and for the Village of Harris as per Section 102 (14) of *The Planning and Development Act, 2007*.
  - 17.1. The amendment process for Official Community Plans and the District Plan is provided in the following sections of this Agreement.

#### **OFFICIAL COMMUNITY PLAN AMENDMENT**

18. The Town of Rosetown's Official Community Plan retains their autonomous decision-making with regards to land use planning in their municipality. Any amendments made to the Official Community Plan shall be forwarded to the Planning Commission for information purposes.
  - 18.1. Any amendments made to the Official Community Plan are required to be consistent with the

overarching District Plan. Proposed amendments to the Official Community Plan shall be forwarded to the Planning Commission for information purposes.

- 18.2. 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**

### **DISTRICT PLAN AMENDMENT THAT AFFECTS LAND IN ONE AFFILIATED MUNICIPALITY**

19. 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.
20. On receipt of the amendment and recommendation mentioned in Section 19 of this Agreement, the affiliated municipality will adopt the proposed amendment by Bylaw.
21. Sections 102 (17) to (19) of *The Planning and Development Act, 2007* apply regarding Ministerial approval of the District Plan amendment.
22. The affiliated municipality proposing the amendment shall be responsible for all costs associated with the notification, advertising and holding the Public Hearing.
23. When the amendment is approved, the District Plan shall be updated and the amendment will be recorded by Bylaw number in the District Plan Amendment Schedule.

### **DISTRICT PLAN AMENDMENT THAT AFFECTS THE PLANNING DISTRICT (ALL AFFILIATED MUNICIPALITIES)**

24. As per Section 102(8) of *The Planning and Development Act, 2007*, the affiliated municipalities may amend the District Plan for the Planning District.
25. An affiliated municipality or all affiliated municipalities shall notify the Commission when a proposal or interest is made to amend the District Plan that will apply to the Planning District.
26. The Commission shall prepare the proposed amendment and make recommendations respecting the proposed amendment.
27. On receipt of the amendment and recommendation mentioned in Section 26 of this Agreement, the affiliated municipalities will adopt the proposed amendment by Bylaw.

28. If a council of an affiliated municipality fails to adopt an amendment to the District Plan, Section 33 of this Agreement shall apply:

28.1. The matter must be determined through the dispute resolution mechanism; and,

28.2. The District Plan, as may be amended in accordance with the dispute resolution mechanism, applies to the Planning District.

#### **DISTRICT PLANNING AGREEMENT AMENDMENT PROCESS**

29. With regards to amending this Agreement:

29.1. The Agreement will only be reviewed and amended upon:

29.1.1. Application from the Council of one of the parties to the Agreement;

29.1.2. Adoption of a new District Plan for the Planning District;

29.1.3. Inclusion of a new municipality into the Planning District; or

29.1.4. The termination of affiliation of a party to this Agreement.

29.2. Amendments will be prepared and submitted to each Council by the sitting Commission for the Planning District;

29.3. Amendments will not be submitted for approval until each affiliated party has signed the new agreement; and,

29.4. Amendments will not take effect until an order has been issued by the Minister of Government Relations.

#### **ADDITION TO THE PLANNING DISTRICT**

30. Upon written request from a new municipality or new member organization wishing to join the District Planning Commission, each affiliate municipality must sign a new Agreement and the Commission may consider applying to the Minister for approval of the addition.

30.1. Upon a municipality added to the Commission, the affiliated municipalities shall review and prepare any needed changes to:

30.1.1. the District Planning Agreement; and,

30.1.2. the District Plan

30.2. The added municipality or member organization shall take the necessary steps to adopt the District Plan and District Planning Agreement as amended;

30.3. Any amendments made to the mentioned documents shall be adopted by the affiliated municipalities; and,

30.4. The added municipality or member organization must contribute on an amount set by the Councils of the affiliated municipalities.

## **TERMINATION OF AFFILIATION OF MUNICIPALITY**

31. If a municipality terminates when the Commission is comprised of three (3) or more, the municipality must:

31.1. Provide 60 days written notice to the Commission, stating the reasons for withdrawal from the Planning District;

31.2. Seek unanimous approval of the Commission members to withdraw from the Planning District; or

31.3. Follow the dispute resolution mechanisms provided under Section 33 of this Agreement.

32. 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 formula outlined in Section 13 of this Agreement.

## **DISPUTE RESOLUTION**

33. 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:

33.1. Firstly, striking a negotiating committee, consisting of two elected officials and one staff member representing each affected municipal council, to negotiate a resolution;

33.2. Secondly, hiring a professional mediator to guide discussions to resolve the dispute working with the appointed committee;

33.3. Costs associated with hiring a professional mediator will be shared by the disputing parties.

33.4. Thirdly, seek non-binding arbitration from the professional mediator or a legal professional;

33.5. Lastly, voluntarily refer the dispute to the Saskatchewan Municipal Board, in accordance with Section 394 of *The Municipalities Act*, for a binding decision.

**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/Reeve/Administrator)**

Mayor/Reeve                      Administrator                      Date                      Seal

**Town of Rosetown**

**Village of Harris**

**RM of St. Andrews No. 287**

**RM of Pleasant Valley No. 288**



RM of Harris No. 316

*J. Alston*



JAN 22 2014



RM of Marriott No. 317

RM of Mountain View No. 318