

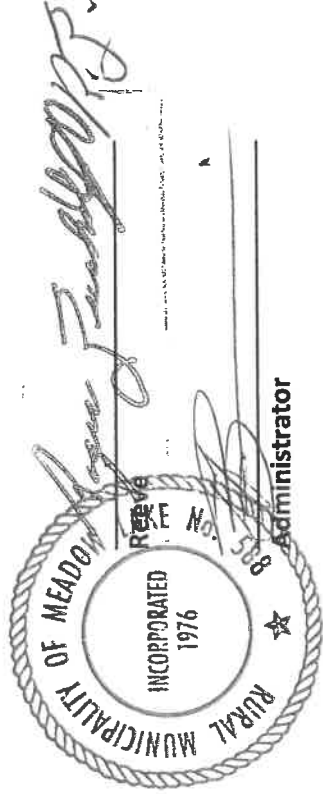
**BYLAW NO 9/15**

**RURAL MUNICIPALITY OF MEADOW LAKE #588**

A Bylaw to provide for the Rural Municipality of Meadow Lake #588 to enter into agreement to establish the North of Divide Planning District.

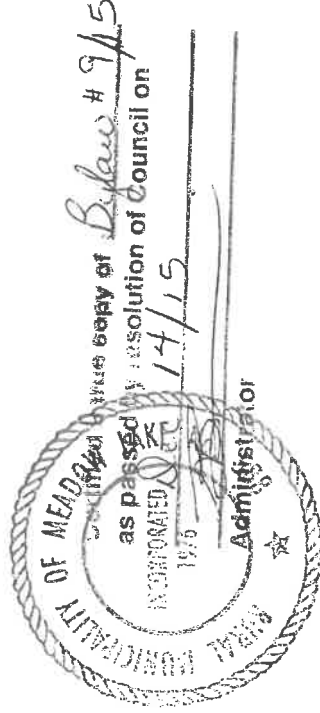
The Council of the Rural Municipality of Meadow Lake #588 in the Province of Saskatchewan enacts as follows:

1. This Bylaw shall be cited as The North of Divide Planning District Bylaw;
2. The purpose of the Bylaw is to adopt an agreement for the establishment of a planning district known as the North of Divide Planning District;
3. The District Planning Agreement shall be between:
  - RM of Meadow Lake #588
  - RM of Loon Lake #561
  - RM of Beaver River #622
  - City of Meadow Lake
  - Village of Dorintosh
  - Village of Goodsoil
  - Village of Loon Lake
  - Village of Pierceland
4. The Reeve and Administrator are authorized to execute the agreement attached as Schedule "A" to this Bylaw;
5. This Bylaw comes into force upon receiving approval of the Minister of Municipal Affairs;
6. Bylaw #7/11 is hereby Repealed.


  
 \_\_\_\_\_  
 Administrator

SEAL

Read a first time this 14<sup>th</sup> day of December, 2015  
 Read a second time this 14<sup>th</sup> day of December, 2015  
 Read a third time this 14<sup>th</sup> day of December, 2015


  
 \_\_\_\_\_  
 Administrator

**APPROVED**  
**REGINA, SASK.**  
 MAR 14 2016  
  
 Assistant Deputy Minister  
 Ministry of Government Relations

NORTH OF DIVIDE PLANNING DISTRICT AGREEMENT

MADE THIS 17 DAY OF December, 2015

BETWEEN:

RURAL MUNICIPALITY OF MEADOW LAKE #588  
RURAL MUNICIPALITY OF BEAVER RIVER #622  
RURAL MUNICIPALITY OF LOON LAKE #561  
CITY OF MEADOW LAKE

VILLAGE OF DORINTOSH  
VILLAGE OF PIERCELAND  
VILLAGE OF GOODSOIL  
VILLAGE OF LOON LAKE

1. The affiliated municipalities hereby agree to the establishment of a planning district, to be known as "The North of Divide Planning District", under the provisions of Sections 97 and 98 of *The Planning and Development Act, 2007* (The Act).
2. The said planning district shall be comprised of all those lands situated within the Rural Municipality of Meadow Lake #588, the Rural Municipality of Loon Lake #561, the Rural Municipality of Beaver River #622, the City of Meadow Lake, and the Villages of Dorintosh, Pierceland, Goodsoil, and Loon Lake.
3. There shall be established a District Planning Commission, designed as "The North of Divide Planning District Commission," such Commission to consist of either 8 or 9 members, to be appointed in the following manner:
  - a) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Rural Municipality of Meadow Lake #588;
  - b) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Rural Municipality of Beaver River #622;
  - c) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Rural Municipality of Loon Lake #561;
  - d) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the City of Meadow Lake;
  - e) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Village of Dorintosh;
  - f) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Village of Pierceland;
  - g) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Village of Goodsoil; and
  - h) One member, and one alternate, both of which shall be elected members of Council, shall be appointed by the Council of the Village of Loon Lake.
  - i) One member may be appointed jointly by the Councils of the Rural Municipality of Meadow Lake #588, Loon Lake #561, Beaver River #622, the City of Meadow Lake, and the Villages of Dorintosh, Pierceland, Goodsoil, and Loon Lake.
4. That the tenure of office of the members of the Commission shall be as follows:

~~a) On the original appointments, each Council shall appoint a member to hold office until each respective Council's first meeting in November.~~

For Identification Purposes Only

Appendix A

- b) Subject to clause (c), hereof, each member thereafter appointed by the respective Councils shall hold office until the first meeting of the appointing Council in November of the year following the appointment.
  - c) Where vacancies arise in respect of the Councils' appointees, other 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.
  - d) Notwithstanding the expiry of the term for which any member has been appointed, the member shall continue to hold office until a successor is appointed.
  - e) At the first Commission meeting each year, the Commission shall appoint a chairman who shall hold office until the end of the year or until a successor is appointed.
  - f) The Commission will favorably consider applications from other municipalities or First Nations in the region to join the Planning District based on a willingness to participate in Commission business and initiatives, including payment of membership fees.
5. That the Councils of the Rural Municipalities, City and Villages shall determine the remuneration to be paid to their respective member of the Commission and shall collectively determine the remuneration of the jointly-appointed member if applicable.
6. That the funds required to finance the expenses of the Commission, as approved by the Commission, shall be contributed by the City, Rural Municipalities, and Villages and will be collected through a yearly membership fee. The membership fee will be reviewed at the first meeting of the calendar year with the financial statements.
7. The office of the Commission shall be the office of the Village of Dorintosh where Commission meetings will be conducted.
8. That, without limiting the general application of Sections 97 and 100 of *The Act* respecting the duties and powers of the Commission, the Commission shall:
- a) pursuant to Section 102 of *The Act*, prepare a district plan;
  - b) make Rules of Procedure for the conduct of its business, including procedures to permit the parties to conduct joint public consultation processes for amendment to and adoption of the District Plan and Official Community Plans and Zoning Bylaws for affiliated members;
  - c) make recommendations to the member Councils to amend the District Plan as needed;
  - d) make recommendations to the Councils respecting development in the planning district and identify the social and economic implication of those recommendations; and
  - e) 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 remuneration.
9. That the parties will establish a referral process to facilitate information sharing and to ensure effective communication for matters of joint interest pertaining to major developments on lands within Planning District area. Specifically, the City referral area shall be ½ mile (805 metres) inside the City of Meadow Lake boundary and the rural-urban fringe referral area shall be 1 ½ miles (2.4 kilometres) outside of an urban boundary.
10. That the parties hereby establish a dispute resolution process with the following steps:
- a) A municipality identifying an issue in dispute may notify the Secretary of the Commission to arrange a meeting with the Commission at its next regularly scheduled meeting.

- b) Prior to the Commission meeting the municipal staff of the parties in dispute shall meet to clarify the issues in dispute and to discuss potential solutions. Based on this meeting the staff shall prepare a report to the Commission.
- c) The Commission meeting shall hear representation from the parties in dispute and attempt to resolve the matter by consensus.
- d) Should the Commission meeting fail to resolve the dispute the respective Councils would meet to arrive at a solution.
- e) Should the Councils fail to achieve agreement, the parties may initiate a request for mediation and/or binding arbitration by the Saskatchewan Municipal Board under Section 233 of *The Act*.
- f) Should mediation fail to result in an agreement, the Saskatchewan Municipal Board may hold a hearing and make a decision to settle the matter requested in subsection e) above, in accordance with Section 106.1 (3) of *The Act*.

**11.** A municipality may terminate its affiliation in The North of Divide Planning District in accordance with the following procedures:

- a) A municipality shall give 90 days' notice, in writing, to the Secretary of the Commission and all other affiliated municipalities of its intention to terminate its affiliation. Such notification shall be accompanied by full payment of any outstanding financial contributions pursuant to Section 6 herein.
- b) Following receipt of notification and full payment of any outstanding financial contributions, pursuant to subsections a) and f), each affiliated municipality shall prepare and consider a bylaw to amend this Agreement by removing reference to the municipality proposing to terminate its affiliation.
- c) Where all affiliated municipalities adopt a bylaw pursuant to subsection (b), above, the District Planning Commission shall request the Minister to amend this Agreement in accordance with Section 106(1)(a)(i) of *The Act*.
- d) Where one or more municipalities does not adopt a bylaw pursuant to subsection (b), above, the District Planning Commission shall refer the matter to the Minister who may refer the matter to the Saskatchewan Municipal Board.
- e) Where a decision has been made to terminate the affiliation of a municipality, the District Planning Commission shall determine the appropriate distribution of assets, liabilities, and fees on the basis of the contribution made by each affiliated municipality in accordance with Section 6 herein and any in kind contributions of equipment, furnishings and similar items which may have been contributed by the terminating municipality. No financial contributions made pursuant to Section 6 for the current financial year shall be returned to the terminating municipality except as a result of mediation or Saskatchewan Municipal Board decision.
- f) Subject to any mediation or Saskatchewan Municipal Board decision, costs incurred by the Commission and/or affiliated members as a direct result of the withdrawal of an affiliated municipality shall be reimbursed to the Commission by the municipality wishing to withdraw.

**12.** This Agreement may be amended with the unanimous consent of all affiliated municipalities. Where unanimous consent is not achieved, the parties may pursue dispute resolution pursuant to Section 10 hereof.

**13.** Pursuant to Section 97(2)(b) of *The Act*, where proposed amendments to the District Plan affect only lands within one affiliated municipality, the affected municipality may:

- a) request the Commission to prepare the proposed amendment and make a recommendation respecting the amendment; and
- b) upon receipt of the amendment and recommendation from the Commission, adopt the proposed amendment by bylaw.

**14.** In accordance with Section 102(17) of *The Act*, if an affiliated municipality adopts a proposed amendment by bylaw pursuant to Section 13 herein, the affiliated municipality shall submit to the Minister a certified copy of the bylaw adopting the amendment and a certified copy of the recommendation mentioned in Section 13 (a).

**15.** The Commission will hire a Secretary to administer and manage the business of the Planning District under the direction of the Commission; the Commission may utilize the secretarial services from a participating municipality in the absence of the Commission Secretary. The Secretary position will be:

- a) responsible for ensuring administration of the Planning District and managing meetings, hearings, agendas, financial reporting, accounting, advertising, keeping of minutes, issuance of decisions and other business and any other duties outlined by the Commission;
- b) paid for from the finances of the Planning District; and
- c) hired by the Commission which will set out, in writing, any:
  - i. remuneration and related increases;
  - ii. benefits;
  - iii. length or parameters of employment, if by contract; and
  - iv. additional responsibilities of the position.

**16.** This Agreement shall supersede the Agreement to establish the North of Divide Planning District dated the 26<sup>th</sup> day of May, 2011, as approved by the Minister of Government Relations.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in their respective corporate seals to be hereunto affixed under the hands of their respective duly authorized officials in that behalf, the day and date first above written.

THE MUNICIPALITY OF MEADOW LAKE #588  
 INCORPORATED 1976  
 Seal  
 Per *[Signature]*  
 Administrator

THE RURAL MUNICIPALITY OF BEAVER RIVER #622  
 Seal  
 Per *[Signature]*  
 Administrator

THE RURAL MUNICIPALITY OF LOON LAKE #561  
 Seal  
 Per *[Signature]*  
 Administrator

CITY OF MEADOW LAKE  
 Seal  
 Per *[Signature]*  
 Clerk

THE VILLAGE OF DORINTOSH  
 Per *[Signature]*  
 Mayor

VILLAGE OF DORINTOSH, SASK.  
 Seal  
 1883

Per *[Signature]*  
 Administrator

THE VILLAGE OF PIERCELAND  
 Per *[Signature]*  
 Mayor

VILLAGE OF PIERCELAND  
 INCORPORATED  
 JAN. 1st 1973  
 SASKATCHEWAN

Per *[Signature]*  
 Administrator

THE VILLAGE OF GOODSOIL  
 Per *[Signature]*  
 Mayor

VILLAGE OF GOODSOIL  
 SASKATCHEWAN  
 Seal

Per *[Signature]*  
 Administrator

THE VILLAGE OF LOON LAKE  
 Per *[Signature]*  
 Mayor

The Village of Loon Lake  
 Seal  
 Administrator