

“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 24th DAY OF SEPTEMBER, 2015.

BETWEEN:

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

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 other 8 municipalities in writing of their appointment on or before December 31st of each year.
3. The parties agree that the members of the Board, once chosen, shall appoint a Chairman from among themselves. No more than five (5) persons appointed to the Board shall sit at any one time to hear appeals.
4. The Council for each party shall appoint their respective Administrator to serve as Secretary to the Board. The Board will select an Administrator from a municipality that is not subject to an appeal.
5. The parties agree that the appeals shall be heard at the office of the municipality in which the appeal has been made.

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 municipality in which the appeal was made.
7. The parties agree that remuneration shall be paid to each member of the Board at a rate of \$200.00 per eight hour day, or portion thereof. The parties further agree that remuneration for the secretary will be paid to the municipality employer of the Secretary at a rate of \$200.00 per eight hour day, or portion thereof. Mileage shall be paid to each member of the Board and the Secretary at a rate of .50 cents per kilometre.
8. 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.
9. 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.
10. 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.
11. 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*.
12. The Board shall conduct itself in a fair and impartial manner.
13. 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*.
14. The Board shall act within the authority of *The Planning and Development Act, 2007*.
15. The Board shall render its decision in writing, together with reason for the decision, within 30 days after the conclusion of the hearing.
16. This agreement shall come into force and be effective upon the signing and sealing of the municipalities to this agreement and shall be continuous.
17. 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.

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

NIPAWIN

THE URBAN MUNICIPALITY OF

Mayor

Administrator

THE URBAN MUNICIPALITY OF CHOICELAND

Mayor

Administrator

THE URBAN MUNICIPALITY OF CARROT RIVER

Mayor

Administrator

THE URBAN MUNICIPALITY OF WHITE FOX

Mayor

Administrator

THE URBAN MUNICIPALITY OF CODETTE

Mayor

Administrator

THE URBAN MUNICIPALITY OF TOBIN LAKE

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