

BYLAW NO. 2015-06

**A BYLAW TO PROVIDE FOR ENTERING INTO THE PRAIRIE WEST PLANNING
DISTRICT WITH CONSENT TO THE PRAIRIE WEST DISTRICT PLANNING
AGREEMENT**

WITH THE FOLLOWING:

RM OF SNIPE LAKE NO. 259
RM OF KINDERSLEY NO. 290
RM OF WINSLOW NO. 319
RM OF ANTELOPE PARK NO. 322
TOWN OF EATONIA
TOWN OF ESTON
VILLAGE OF PLENTY
VILLAGE OF MARENGO
VILLAGE OF DODSLAND

The Council of the Rural Municipality of Milton No. 292 in the Province of Saskatchewan, enacts
as follows:

1. The Rural Municipality of Milton No. 292 is hereby authorized to enter into a Planning District and consenting to an Agreement known as *The Prairie West District Planning Agreement* identified as Schedule "A" that is attached to and forms a part of this bylaw for the purpose of establishing a Planning District to advise the parties and guide development in the specific area.
2. The Reeve and Administrator of the Rural Municipality of Milton No. 292 are hereby authorized to sign and execute the attached Agreement identified as Schedule "A".

Seal



Reeve

Administrator



This photocopy is a true copy of the original document which has not been altered in any way

Robin Busby Name

[Redacted] Signature

Administrator Title

Signed at Marengo, Saskatchewan on October 15, 2015 Date

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Robin Busby Name

[Redacted] Signature

Administrator Title

The Establishment of the Prairie West Planning District

This Agreement made as of the 8th day of July 2015.

Membership of the Planning District includes the following affiliated municipalities:

The Rural Municipalities of Snipe Lake No. 259, Kindersley No. 290, Milton No. 292, Winslow No. 319, and Antelope Park No. 322; the Towns of Eatonia and Eston; and the Villages of Plenty, Marengo, and Dodsland.

The municipalities named above are entering into an Agreement pursuant to the provisions of *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."

AREA OF DESCRIPTION (enclose map)

1. The area of the said Planning District shall comprise of all those lands situated within the said Rural Municipalities and Urban Municipalities, except for the lands situated within the existing Kindersley Planning District boundary, which is outlined in a bold red 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 "Prairie West District Planning Commission" (herein referred to as the Commission), is hereby recognized under the provision of *Section 97(2)(ii) of The Planning and Development Act, 2007*, such Commission to consist of 20 members to be annually appointed in the following manner:
 - 2.1 Two (2) members shall be appointed annually by the Councils of each of the Rural Municipalities of Snipe Lake No. 259, Kindersley No. 290, Milton No. 292, Winslow No. 319, and Antelope Park No. 322, 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 Towns of Eatonia and Eston, at least one of whom shall be a member of the Council of the Town;
 - 2.3 Two (2) members shall be appointed annually by the respective Council of the Villages of Plenty, Marengo, and Dodsland, at least one of whom shall be a member of the Council of the Village.
3. Each municipality shall have one vote per municipality on decisions that have an effect on the Planning District.

INVITED TO PARTICIPATE

4. There is an option of having two (2) members at large, who shall be appointed jointly by the Councils of the Rural Municipalities, Towns, and Villages who have an interest pertaining to community planning in the District.
 - 4.1. Members at large will have no voting powers.

TENURE OF OFFICE

5. Each member of the Commission shall serve for a minimum of one (1) year to a maximum of four (4) consecutive years on the Commission.

FILLING VACANCIES

6. 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 COMMISSION

7. As per *Section 100 and 104 of The Planning and Development Act, 2007*, the duties and powers of the said Commission shall be to:
 - 7.1. 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;
 - 7.2. 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;
 - 7.3. 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;
 - 7.4. Appoint advisory committees, consisting of one or more of the members of the Commission or any other person and fix their remunerations;
 - 7.5. With the consent of an affiliated municipality, utilize the services of any officer or employee of that municipality;
 - 7.6. 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;
 - 7.7. Suggest to any Council ways and means of financing works to be carried out by public authorities over a specified period;
 - 7.8. At the request of an affiliated municipality, an investigation or study of proposed subdivisions or developments within and adjacent to the Planning District may be undertaken. Reports and concurrent recommendations on behalf of these studies are to be submitted to the requesting affiliated municipality;
 - 7.9. Prepare and submit to the affiliated municipalities an operating budget for the next ensuing fiscal year.
8. As per *Section 101 of The Planning and Development Act, 2007*, **no member of the 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.**
 - 8.1. The Chair person will call for declarations of pecuniary interests at the beginning of every meeting.
9. 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 Commission and advisory committees such remuneration and any expenses as may be fixed by the respective Commission.

10. The parties agree that:

- 10.1. The Councils of the **affiliated municipalities** shall have the power to remunerate and pay expenses to their appointees to the Commission and that the amount of remuneration and expenses, if any, will be fixed and provided by the respective Councils;
- 10.2. 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**;
- 10.3. 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,
- 10.4. 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.

11. The 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 the behalf of the Chairperson.

12. The Commission may hire or appoint a Secretary to *administer* and *manage* the business of the Planning District under the direction of the Commission.

13. The Secretary position may be:

- 13.1. 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;
- 13.2. Responsible for hiring and management of other Planning District personnel, under the direction of the Commission;
- 13.3. Compensated from the finances of the Commission; and
- 13.4. Appointed/hired by the Commission which will set out, in writing, any:
 - 13.4.1. Remuneration and related increases;
 - 13.4.2. Benefits;
 - 13.4.3. Length of parameters of employment, if by contract; and
 - 13.4.4. Additional responsibilities of the position.

14. Any policy plans and Zoning Bylaws having effect within the Planning District will be administered by the **Development Officer** within each affiliated municipality **for the benefit/purpose of the Planning District**.

15. Funds required to meet the expenses of the Planning District and the Commission, as approved by the Councils of the **affiliated municipalities** shall be contributed by each of the Urban and Rural Municipalities on a per-capita basis.

- 15.1. 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.
- 15.2. Other projects pursued by the Planning District and Commission shall be funded as determined by the municipalities and approved by each respective Council.

16. In addition to referrals regarding planning and zoning related matters within the area of the Planning District:

- 16.1. Upon the adoption of this Agreement, the affiliated municipalities agree to advise the Commission of any applications for development permits or subdivision, and will advise the Commission about the municipality's decision on the proposal.

DISTRICT PLAN AND ZONING BYLAW

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

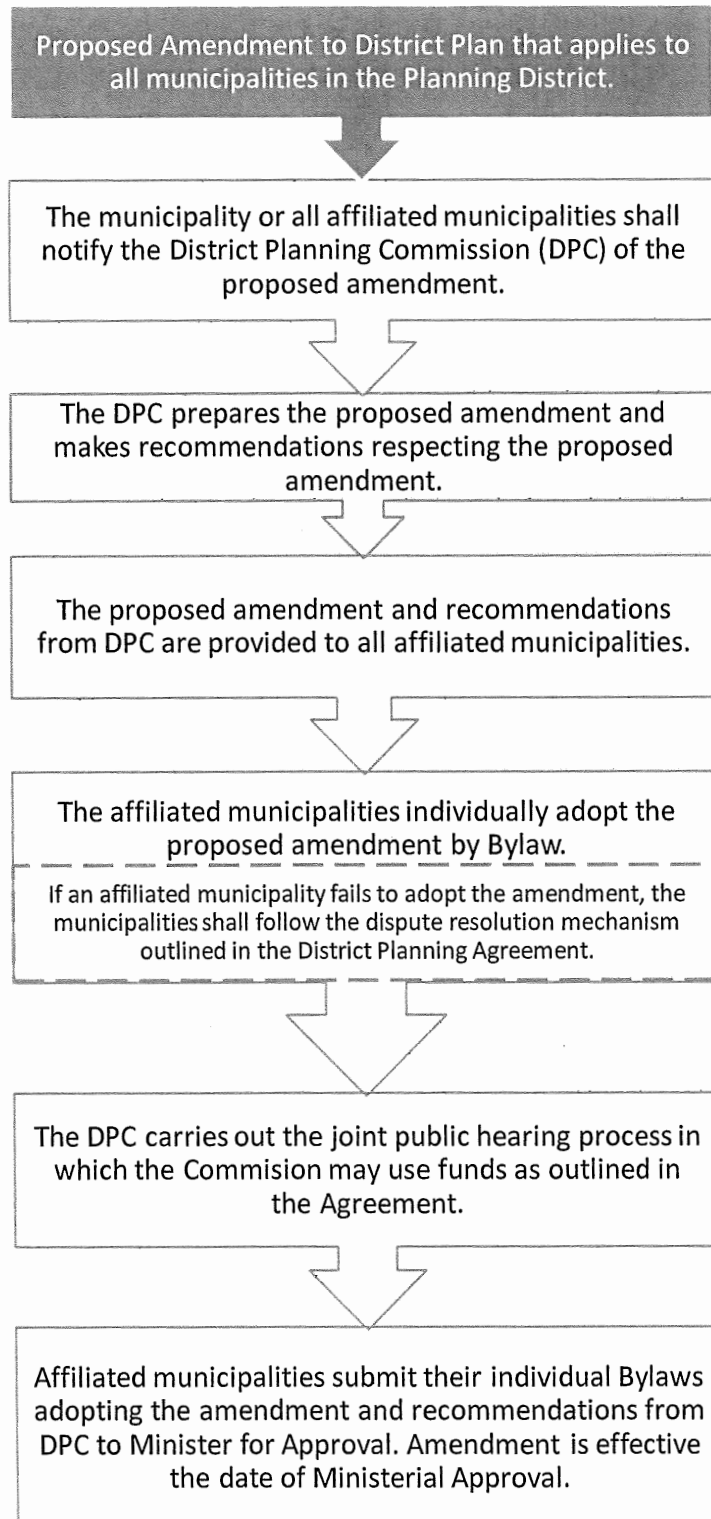
18. Pursuant to Section 103 of the Act and concurrent adoption of a District Plan pursuant to subsection 102(3) of the Act, each affiliated municipality will pass, in accordance with the Act, a Zoning Bylaw consistent with the District Plan.

AMENDMENTS TO AN AFFILIATED MUNICIPALITY'S PLAN AND DISTRICT PLAN

19. For the purposes of this Agreement, each affiliated municipality also has a separate Official Community Plan as per Section 32 of *The Planning and Development Act, 2007*. The Prairie West District Plan is the District Plan for the affiliated municipalities as per Section 102 (14) of *The Planning and Development Act, 2007*.

19.1. The amendment process for Official Community Plans and the District Plan is provided in the following sections of this Agreement. Figure 1.1 below illustrates the District Plan amendment process.

Figure 1.1: Amendments of the District Plan which affects all municipalities.



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

20. As per Section 102(8) of *The Planning and Development Act, 2007*, the affiliated municipalities may amend the District Plan for the Planning District.
21. 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.
22. The Commission shall prepare the proposed amendment and make recommendations respecting the proposed amendment.
23. On receipt of the amendment and recommendation mentioned in Section 22 of this Agreement, the affiliated municipalities will adopt the proposed amendment by Bylaw.
24. If a Council of an affiliated municipality fails to adopt an amendment to the District Plan, Section 31 of this Agreement shall apply;
 - 24.1. The matter must be determined through the dispute resolution mechanism; and
 - 24.2. The District Plan, as may be amended in accordance with the dispute resolution mechanism, applies to the Planning District.
25. 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 15 of this Agreement for Ministerial approval.
26. The affiliated municipalities will submit to the Minister two true certified copies of the Bylaw and any supporting materials adopting the amendment and a certified copy of the recommendation mentioned in Section 22 of this Agreement for Ministerial approval.
27. The Bylaws that amends the District Plan for the Planning District are effective on the date of the Ministerial Approval.

OFFICIAL COMMUNITY PLAN AMENDMENT

28. Amendments to a municipality's Official Community Plan are subject to Section 39 of *The Planning and Development Act, 2007*.
29. Any amendments made to a municipality's Official Community Plan are required to be consistent with the overarching District Plan.

DISTRICT PLANNING AGREEMENT AMENDMENT PROCESS

30. With regards to amending this Agreement:
 - 30.1. The Agreement will only be reviewed and amended upon:
 - 30.1.1. Application from the Council of one of the affiliated municipalities to the Agreement;
 - 30.1.2. Adoption of a new District Plan for the Planning District;
 - 30.1.3. Inclusion of a new municipality, First Nation, Metis, Government Agency, or Regional Organization into Prairie West District Planning Agreement

the Planning District; or,

30.1.4. The termination or affiliation of a party to this Agreement.

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

30.2.1. Amendments will be passed by each Council through a Bylaw.

30.3. Amendments will not be submitted for approval until each affiliated municipality, First Nation, Metis, Government Agency, or Regional Organization has passed the Bylaw to amend the Agreement; and, Amendments will not take effect until an order has been issued by the Minister of Government Relations.

30.3.1. If a municipality, First Nation, Metis, Government Agency, or Regional Organization fails to pass the amendment, the parties shall follow the dispute mechanism as outlined in Section 31.

DISPUTE RESOLUTION

31. 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:

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

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

31.2.1. Costs associated with hiring a professional mediator will be paid by the disputing parties.

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

31.4. Lastly, voluntarily refer the dispute to the Saskatchewan Municipal Board, in accordance with Sections 393 and 394 of *The Municipalities Act* for a binding decision.

ADDITION TO THE PLANNING DISTRICT

32. Upon written request from a new municipality, First Nation, Métis, Government Agency, or Regional Organization wishing to join the Commission, each affiliated municipality, First Nation, Métis, Government Agency, or Regional Organization must sign the new Agreement and the Commission may consider applying to the Minister for approval of the addition.

32.1. Upon the addition of a municipality, First Nation, Métis, Government Agency, or Regional Organization to the affiliated municipalities, the Commission shall review and prepare any needed changes to:

32.1.1. The District Planning Agreement; and,

32.1.2. The District Plan.

32.2. The added municipality, First Nation, Métis, Government Agency, or Regional Organization shall take the necessary steps as outline in Part X of *The Planning and Development Act, 2007* to adopt the District Plan and District Planning Agreement as amended;

32.3. Any amendments made to the mentioned documents shall be adopted by the affiliated municipalities;

32.4. The added municipality, First Nation, Métis, Government Agency, or Regional Organization, must contribute an amount as determined by the Councils of the affiliated municipalities at the time a new municipality, First Nation, Métis, Government Agency, or Regional Organization requests to join the Planning District.

TERMINATION OF AFFILIATION OF MUNICIPALITY

33.If a municipality wishes to terminate its affiliation when the Commission is comprised of three (3) or more, the municipality may:

- 33.1.Provide 60 days written notice to the Commission, stating the reasons for withdrawal from the Planning District;
- 33.2.Follow the dispute resolution mechanisms provided under Section 31 of this Agreement; and
- 33.3.The remaining affiliated municipalities will make any amendments to the District Planning Agreement and District Plan.

34.If a municipality wishes to terminate when the Commission is comprised of two (2) affiliated municipalities, the municipalities may:

- 34.1.Provide 60 days written notice to the Commission, stating the reasons for withdrawal from the Planning District;
- or,
- 34.2.Follow the dispute resolution mechanisms provided under Section 31 of this Agreement.

35.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 15 of this Agreement.

- 35.1.Any debts owed to the Commission by the affiliated municipality remain debts due and owing to the Commission are not affected by the termination 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

RM of Snipe Lake No. 259

[Redacted Signature]



Nov. 10/15

Town of Eston

[Redacted Signature]

Nov 10, 2015





Town of Eatonia



RM of Milton No. 292



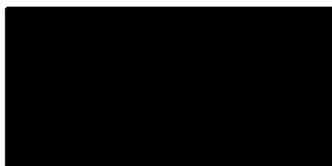
Village of Marengo



RM of Winslow No. 319



Village of Plenty



Village of Dodsland



October 14, 2015



October 27, 2015



July 8, 2015

Aug 11/2015



July 14, 2015

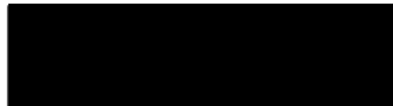
RM of Antelope Park No.
322



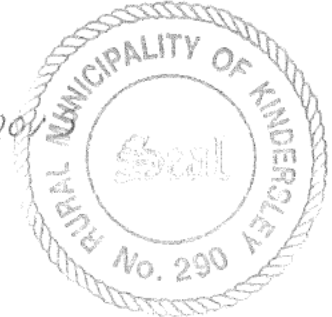
October 2015



RM of Kindersley No. 290



Sept 15, 2015





Attachment "1" Prairie West Planning District

Key Plan



Legend

- Working Boundary
- Rural Municipality Boundary
- Kindersley Planning District Boundary*
- Major Highway
- Other Road
- Railway
- Watercourse
- Waterbody
- Wetland
- Participating Rural Municipality
- Participating Urban Municipality
- Non Participating Urban Municipality
- Community Pasture

This map, titled Attachment "1",
is subject to the Agreement established
as per Section 97 of The Planning and
Development Act, 2007.

* Indicates an existing Planning District Boundary between the
Rural Municipality of Kindersley No. 290 and Town of Kindersley.
The Town of Kindersley is not participating in the Prairie West
Planning District. Therefore the Kindersley Planning District is not
considered part of the Prairie West Planning District.

