

**MEMORANDUM OF AGREEMENT  
DISTRICT DEVELOPMENT APPEALS BOARD**

**1. DATE OF AGREEMENT**

This Memorandum of Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 A.D.

**2. PARTIES TO THE AGREEMENT**

**THE RURAL MUNICIPALITY OF \_\_\_\_\_ NO. \_\_\_\_\_**  
a Municipal Corporation located in the Province of Saskatchewan

- and -

**THE RURAL MUNICIPALITY OF \_\_\_\_\_ NO. \_\_\_\_\_**  
a Municipal Corporation located in the Province of Saskatchewan

(hereinafter referred to in the aggregate as the "municipalities")

**3. PREAMBLE**

**WHEREAS** the municipalities hereto voluntarily and collectively 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*.

**4. AUTHORITY:**

The "District Development Appeals Board" is established pursuant to section 214(3) of *The Planning and Development Act, 2007*.

**5. COMPOSITION OF THE BOARD:**

**1. Members of the Board**

- a) The Board shall consist of six (6) members with each party to this agreement required to appoint two (2) members and one alternate.
- b) The Board may include a combination of members of council and other persons but only if the Councillors from a single municipality do not form the majority of the Board.
- c) Each party to this agreement shall notify the Secretary of the Board in writing of their appointments on or before January 31<sup>st</sup> of each year.
- d) No more than four (4) persons appointed to the Board shall sit, at any one time to hear appeals.

2. Term of Office

The term of appointment for each member to the Board shall be one year from the date of appointment.

3. Secretary of the Board

a) The Council for each party shall appoint their respective party's Administrator to the Board.

b) The Administrator from the RM of \_\_\_\_\_ No. \_\_\_\_\_ shall sit as Secretary to the Board when appeals from the RM of \_\_\_\_\_ No. \_\_\_\_\_ are being heard.

c) The Administrator from the RM of \_\_\_\_\_ No. \_\_\_\_\_ shall sit as Secretary to the Board when appeals from the RM of \_\_\_\_\_ No. \_\_\_\_\_ are being heard.

d) The Council of the municipalities shall prescribe the term of office and the duties of the secretary of the Board.

6. **BOARD AND SECRETARY REMUNERATION AND EXPENSE:**

1. Training

The expenses of Board Members and the Secretary incurred to attend authorized training sessions shall be shared equally by the parties of this agreement. Rate of remuneration shall be in accordance with clause 6(3) herein.

2. Hearings

The cost of the Board and Secretary to sit to hear appeals and for the Secretary to process and serve the necessary documents involved with an appeal or involved with the general operation of the Board shall be proportionally shared by each party to this agreement based on the amount of time spend by the Secretary and the Board to deal with all appeals of the respective municipality, rate of remuneration shall be in accordance with clause 6(3) herein.

3. Rates of Remuneration

- a) "hourly remuneration: of \$25.00 per hour; and
- b) "meal allowance" of \$15.00 per meal; and
- c) "travel allowance" of \$0.45 per kilometer traveled.

7. **POWERS, DUTIES AND RESPONSIBILITIES OF THE BOARD AND SECRETARY TO THE BOARD & MEETINGS OF THE BOARD**

1. Meetings of and hearings by the Board are at the call of the secretary in consultation with the Chairperson of the Board.
2. The members of the Board shall choose a Chairperson from amongst themselves.
3. The Board may, subject to the approval of Council, appoint any consultants that may be necessary to assist it in the discharge of its responsibilities, and Council is responsible for any costs incurred by the Board with respect to those appointments.
4. 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.
5. The Board shall comply with any rules of procedure prescribed by the Lieutenant Governor in Council pursuant to subsection 4.
6. The Board shall conduct itself in a fair and impartial manner.
7. No member of a 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)(a) of *The Planning and Development Act, 2007*.
8. The Board shall act within the authority of *The Planning and Development Act, 2007*.
9. A majority of the sitting members of the Board constitutes a quorum for the purposes of a sitting or hearing or conducting the business of the Board.
10. The Board shall hear appeals, as far as possible, in the order in which the appeals stand in the list, but the Board may adjourn or expedite the hearing of any appeal where the Board considers it appropriate to do so.
11. The Board shall hold their hearings within the boundaries of the municipalities.
12. The Board shall render its decision in writing, together with reason for the decision, within 30 days after the conclusion of the hearing.

**8. TERM OF AGREEMENT**

This agreement shall come into force and be effective upon the signing and sealing of the municipalities to this agreement and shall be continuous; however, any party to the agreement may withdraw from the agreement by giving written notice to each party of the agreement by December 31<sup>st</sup> of any year.

**9. AGREEMENT EXECUTION**

The parties hereby agree to this Memorandum of Agreement:

1. by having their authorized officials sign below; and
2. by affixing their official seals; and
3. by dating this agreement

THE RUAL MUNICIPALITY OF \_\_\_\_\_ NO. \_\_\_\_\_

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

THE RURAL MUNICIPALITY OF \_\_\_\_\_ NO. \_\_\_\_\_

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator