

## Development Appeals Board Agreement

Made Between:

The Town of \_\_\_\_\_  
The Rural Municipality of \_\_\_\_\_  
The Village of \_\_\_\_\_  
The Village of \_\_\_\_\_  
The Rural Municipality of \_\_\_\_\_  
The Village of \_\_\_\_\_  
The Town of \_\_\_\_\_  
The Rural Municipality of \_\_\_\_\_  
The Village of \_\_\_\_\_  
The Rural Municipality of \_\_\_\_\_

**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 an organization of the type contemplated in Section 214(3) of 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 \_\_\_\_\_ Development Appeals Board, sometimes referred to in this agreement as "the Board."
2. The parties agree that the Board shall consist of one representative from within the boundaries of each rural municipality, and as agreed upon by the municipalities within that boundary. The representative shall be appointed annually by Resolution of the Council of each of the municipalities located within these boundaries.
3. The parties agree that the members of the Board, once chosen, shall appoint a Chairman from among themselves.
4. The parties agree that the Secretary of the Board shall be \_\_\_\_\_ ??, remuneration term, duties??? \_\_\_\_\_

5. The parties agree that 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 \$125.00 per eight hour day. The rate of remuneration shall be adjusted from time to time based on an average rate of remuneration for Council members of the participating municipalities.
8. The parties agree that mileage shall be paid to each member of the Board at a rate equivalent to that established by the provincial government.
9. 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 the municipalities within the boundaries of each rural municipality from which the member was appointed.
10. The parties agree that members of this agreement that do not currently have a Zoning Bylaw, shall not be subject to any of the terms above until such time as their Zoning Bylaw has been passed by resolution of Council, at which time all terms of the agreement shall apply to them as well.

**WITNESS THEREOF:**

TOWN OF \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

Administrator

RURAL MUNICIPALITY OF \_\_\_\_\_

\_\_\_\_\_

Reeve

\_\_\_\_\_

Administrator

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

Administrator

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_

Mayor

RURAL MUNICIPALITY OF \_\_\_\_\_

\_\_\_\_\_

Reeve

\_\_\_\_\_

Administrator

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

Administrator

TOWN OF \_\_\_\_\_:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Administrator

RURAL MUNICIPALITY OF \_\_\_\_\_

\_\_\_\_\_

Reeve

\_\_\_\_\_

Administrator

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

Administrator

RURAL MUNICIPALITY OF \_\_\_\_\_

\_\_\_\_\_

Reeve

\_\_\_\_\_

Administrator