

# **Twin Lakes Community Planning Association**

## **Memorandum of Understanding**

**Between**

**Town of Nipawin**

**Town of Choiceland**

**Town of Carrot River**

**Rural Municipality of Moose Range #486**

**Rural Municipality of Nipawin #487**

**Rural Municipality of Torch River #488**

**Village of White Fox**

**Village of Codette**

**Resort Village of Tobin Lake**

**Created: October 27<sup>th</sup>, 2009**

**Amended: June 22, 2010**

**Amended: February 24, 2011**

# **Twin Lakes Community Planning Association**

## **Addendum to Memorandum of Understanding**

Changes have been made to the Memorandum of Understanding to include the membership of the Town of Carrot River and the Rural Municipality of Moose Range No. 486.

\_\_\_\_\_  
Chairman Hugh Macdonald

\_\_\_\_\_  
Date

# **Twin Lakes Community Planning Association**

## **Memorandum of Understanding**

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1.0 Definitions**

In this Understanding:

- a) “Twin Lakes” refers to the general area surrounding Codette and Tobin Lakes in North Eastern Saskatchewan encompassing the combined jurisdictions of the Parties.
- b) “TLCPA” refers to the membership based Twin Lakes Community Planning Association who are an inter-community coordinative body providing integrated planning, development and promotion of shared regional interests in areas of land use, community services, industry, commerce and infrastructure and other matters of regional interest.
- c) “Regional” refers to matters concerning all Parties generally in the Twin Lakes area
- d) “Member Municipalities” refer to the Rural Municipality of Moose Range No. 486, Rural Municipality of Nipawin No. 487, Rural Municipality of Torch River No. 488, Town of Nipawin, Town of Carrot River Village of White Fox, Village of Codette, Resort Village of Tobin Lake and the Town of Choiceland.
- e) “Community Services” include all or any services where there may be a basis for mutual cooperation including, but not limited to, planning, marketing, financing, maintenance, waste management, recreation & culture, health, transportation, emergency measures and security
- f) “Land Use” includes zoning, industrial and recreational site planning and development
- g) “Industry” includes all elements of the business sector such as manufacturing, retail, wholesale, tourism, agriculture and the service sector, etc.,

#### **2.0 Intermunicipal Cooperation**

- a) The Member Municipalities agree to create a recommending body known as the Committee.
- b) The Committee will meet one a month in a central location and function as a forum for municipalities, agencies, and organizations to share experiences, inform

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members on current activities, and/or request assistance from member municipalities. Other organizations (e.g. Chamber of Commerce) and resource persons may be invited from time to time to support TLCPA committee activities.

- c) The Committee will be responsible to inform respective councils on matters relating to:
  - i. Expenditures and structure of TLCPA
  - ii. Integrated planning and development and shared regional interests
- d) The topics discussed by the Committee will include:
  - i. New and existing shared community services
  - ii. Land use planning
  - iii. Uniform standards that would support transportation and economic development and provide a foundation for service agreements

## **2.1 Vision Statement**

*“Twin Lakes Community Planning Association is a proactive, diverse, multicultural collective of united communities that strives to understand and cooperate in planning and implementing a sustainable framework to enhance the future for the long-term benefit of the region”*

## **3.0 Principals of Operation**

The Member Municipalities will operate on the principle of a respectful environment conducive to integrity, honesty and trustworthiness. The parties agree to work in a spirit of cooperation. TLCPA is based on the principle of sharing ideas and experiences in the conduct of all activities covered in the agreement. Parties agree to be open and transparent through action and communication while maintaining respect for others’ opinions, actions and needs.

## **4.0 Members of the Committee**

- a) The Committee is to have representation of no less than one but no more than two representatives appointed by resolution from each Member Municipalities’ council. In the event neither appointed representative can attend a Committee meeting, the respective council must appoint an interim representative for the appropriate time of absenteeism. If a municipality can not find representation to attend, the municipality must provide the TLCPA Secretary three (3) days notice as to ensure a quorum.
- b) Each member municipality will be allowed one vote and will be required to exercise such vote on all matters pertaining to TLCPA. Decisions will not be binding if a quorum is not met.

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- c) TLCPA is open to new municipal members in the region. Non member municipalities will be allowed to attend two TLCPA meetings as a non-voting member. Any municipalities interested in joining will need to provide a written request to the Committee. The Committee will vote to approve membership. Once approval has been made, the new member municipality must sign the Memorandum of Understanding and pay the membership fee as outlined in section 6.0 of this Agreement before attending the next Committee meeting.
- d) Representatives will be responsible to provide TLCPA communications to respective Councils.
- e) Once the Community Action Plan has been approved by each member council, the representatives will have the authority to carry out the actions of the plan.

## **5.0 Powers of the Committee**

- a) The Committee shall designate one member as chair person and another member as vice chairperson. The term of office will begin on the date of signing this Agreement. The Chair will hold a two year term and the Vice chair will hold a one year term. The chair person will be responsible to call and run meetings, set agenda, control meeting timeframe and bring forward correspondence.
- b) The Committee shall appoint a treasurer for a term of two years. The treasurer for TLCPA will be responsible to collect membership fees, pay expenses, keep records of transactions and report on a quarterly basis on the financial status of TLCPA.
- c) The Committee shall hire a secretary. The secretary will be responsible to record and distribute minutes and agenda, monitor incoming and outgoing correspondence and mail, provide meeting notices to appropriate stakeholders and book room rentals. The secretary will be the communication central for all members.

## **6.0 Fee Structure**

- a) Membership fee of \$300.00 per municipality is to be paid by April first of each year. Fees will not be re-fundable if a municipality chooses to leave the organization. The membership fee will be reviewed annually at the January Committee meeting.
- b) In the event a municipality joins TLCPA during the year, the membership fee will be pro-rated.
- c) The membership fee will be applied to meeting rentals and contract work for the TLCPA.

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- d) In the event the TLCPA were to dissolve, the remaining funds will be dispersed equally back to each member municipality.

## **7.0 Dispute Resolution**

- a) Each municipality is unique and has a set of needs they desire to have met when they participate in a working group. Member municipalities agree to keep each other informed of any disagreement or contentious issue related to TLCPA activities or items addressed under this agreement, by notifying the Chair.
- b) If a dispute occurs over any issues related to TLCPA activities or addressed under this agreement the Chairperson will register the dispute with the TLCPA Committee and the following will occur:
  - I. In the event a dispute occurs between two members of TLCPA:
    - i. A neutral member will be used to evaluate and mediate the dispute. The evaluator will have no vested interest and be non binding.
    - ii. If the dispute can not be resolved, the next step will be to seek mediation.
  - II. In the event a dispute occurs between all Member Municipalities:
    - i. TLCPA Committee will meet and attempt to resolve the dispute. All member municipalities will have equal say regardless of size.
    - ii. If the dispute can not be resolved, the next step will be to seek the assistance of third party mediation.
  - III. In the event a dispute can not be resolved through the processes outlined in 7I. or 7II. by the timeframe expressed in 7d), parties may appoint an arbitrator whose decision shall be final and binding upon both parties. The Arbitration Act of Saskatchewan in force from time to time shall apply to arbitration proceedings commenced pursuant to this Agreement.
- c) Expenses occurred during dispute resolution will be dispersed equally among the conflicted members and will not be paid for by the TLCPA
- d) Disputes must be resolved within 30 days from being registered by chairman. An extension of time after 30 days will be given upon written consent.

## **8.0 Exit Strategy**

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- a) Two months notice must be made in writing when a municipality wishes to resign their membership from TLCPA. The resignation letter must outline the reason for leaving the group.
- b) Once a letter has been received, two representatives will be appointed by TLCPA members as an ad-hoc committee. The ad-hoc committee will meet with the resigned member to discuss and attempt resolution of any disputes based on member's reasons for resigning. This ad-hoc committee will provide a report from this meeting to the TLCPA members.
- c) If the reason for resigning can not be resolved by the ad-hoc committee, the chairperson will send a letter to resigned member. This letter will thank the member for their contribution and provide an open invitation to rejoin at their convenience.
- d) A formal motion must be made to accept the resignation letter at the next TLCPA meeting once a letter has been received.
- e) The resigning members will continue to receive the minutes from TLCPA meetings unless they request to be removed for the communications.

### **9.0 Term of Memorandum of Understanding (MOU)**

- a) The term of this Agreement shall be from October 27<sup>th</sup>, 2009 to January 31<sup>st</sup>, 2015.
- b) This agreement shall be amended by mutual consent by all Member municipalities unless specified otherwise in this Agreement.

# Twin Lakes Community Planning Association

## Memorandum of Understanding

Signatories:

Date

\_\_\_\_\_  
Reeve Administrator  
Rural Municipality of Nipawin No. 487

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Mayor Administrator  
Town of Choiceland

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Reeve Administrator  
Rural Municipality of Torch River No. 488

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Mayor Administrator  
Town of Nipawin

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Mayor Administrator  
Village of White Fox

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Mayor Administrator  
Village of Codette

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Mayor Administrator  
Resort Village of Tobin Lake

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# Twin Lakes Community Planning Association

**Signatories:**

**Date**

\_\_\_\_\_  
**Mayor**  
**Town of Carrot River**

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**Administrator**

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\_\_\_\_\_  
**Reeve**  
**Rural Municipality of Moose Range No. 486**

\_\_\_\_\_  
**Administrator**

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