

Memorandum of Understanding

Between

The Rural Municipality of _____ # _____

The Rural Municipality of _____ # _____

The Rural Municipality of _____ # _____

Town of _____

Town of _____

Town of _____

Town of _____

Village of _____

and the

Village of _____

THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

In this agreement:

- (a) "Affiliated Municipalities" means the municipalities party to this agreement;
- (b) "Committee" means the collective members' representing the affiliated municipalities.
- (c) "Region" will refer to the Rural Municipality of _____, the Rural Municipality of _____, the Rural Municipality of _____, the Town of _____, the Town of _____, the Town of _____, the Town of _____, the Village of _____ and the Village of _____.

2. Term of Agreement

- a) The initial term of this Agreement shall be from October 1, 2009 to September 31, 2014 unless specified otherwise in this Agreement. Thereafter the agreement may be renewed at the discretion of the affiliated municipalities.
- b) This Agreement may be amended by mutual consent of all parties unless specified otherwise in this Agreement.
- c) It is agreed by the affiliated municipalities that the Committee shall meet at least once a year to review the terms and conditions of the agreement.

3. Inter-municipal Cooperation

- a) The municipalities agree to create a recommending body known as the Committee.
- b) The Committee will meet on an "as required basis" and will develop recommendations to take back to their respective Councils for a decision on matters related to regional and community planning affecting the Rural Municipalities, Towns, and Villages involved as well as their residents.
- c) The topics to be discussed by the Committee will include:
 - 1. Long-term strategic growth plans as may be reflected in Official Community Plans, Zoning Bylaws, Area Structure Plans, Inter Municipal Development Plans and other strategic studies.

- II. Inter-municipal and regional transportation issues including transportation and utility Corridors, road haul agreements, truck routes, transitional access into and out of the Town.
- III. The provision of services between the affiliated municipalities.
- IV. Circulation of proposals for major land uses, subdivisions and developments to the affiliated municipalities; and
- V. The discussion of urban fringe and other inter-municipal or multi-jurisdictional issues.

4. Communications

a) Internal Communications

All committee members will be sent budgets, communications and policy information.

If someone is missed on emails then information should be forwarded on by whomever notices that person(s) has been missed.

b) External Communications

Communications sent out by or on behalf of Committee should be reviewed and approved by all committee members. In the case Committee members are not available to review the communication in a timely manner then each organization will appoint a back-up person to review and approve communications on behalf of the organization.

5. Members of Committee

- a) The committee will consist of one council member appointed by each Affiliated Municipality.
- b) Each Affiliated Municipality shall also appoint an alternate member, who shall attend the meetings should the appointed member not be able to attend.
- c) Each member of the committee will remain a member until a new member has been appointment by their municipality or the municipality is no longer a member of the committee.
- d) The committee may designate one of the members to be the chairperson and another member to be the vice-chairperson of the committee.

- e) The Administrator of each municipality will be advisory staff to the Committee, responsible to develop agendas and recommendations on all matters, and for forwarding all recommendations from the Committee to their respective Councils.

6. Powers of the Committee

- a) A majority of the members of the committee constitutes a quorum for the transaction of business.
- b) The committee may regulate its own procedure and business.
- c) The committee may establish procedures for the Affiliated Municipalities that allow for the holding of joint public meetings.
- d) The committee may 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 remuneration.
- e) The committee may appoint advisory committees consisting of one or more of the members or any other person.

7. Duties of the Committee

- a) The Committee will prepare a regional plan that outlines the priorities of the Affiliated Municipalities and provides consistent regulations for different types of land uses.
- b) The Committee may also:
 - I. Assist an Affiliated Municipality in the preparation of a zoning bylaw or any other bylaw authorized by the Act;
 - II. Review and comment on proposed official community plans or zoning bylaws or amendment to these documents.
 - III. Hold a public meeting and publish information for the purpose of obtaining the participation and co-operation of the residents of the region.
 - IV. Suggest to any council of an Affiliated Municipality ways and means of financing works to be carried out by public authorities over a specified period;

- V. Investigate and study proposed subdivisions or developments within and adjacent to the region and submit to the appropriate Affiliated Municipality reports and recommendations in that respect; and
 - VI. Identify the social and economic implications of the committee's recommendations.
- c) The committee may pay for any remuneration and expenses of the person it appoints at rates established by the committee or for costs associated with the workings of the committee at rates established by the committee and approved by the affiliated municipalities.

8. Dispute Resolution

- a) In the event that a dispute over any issue related to or addressed under this agreement should occur between Affiliated Municipalities:
- I. The Committee will meet and attempt to resolve the dispute.
 - II. In the event the Committee is unable to resolve an issue, the next step will be to seek the assistance of mediation.
 - III. In the event a dispute cannot be resolved through Steps 1 and 2, either party 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.

IN WITNESS WHEREOF the parties have affixed their corporate seals as attested by the duly authorized signing officers of the parties as this _____ day of _____, 2009.

<p>Rural Municipality of _____</p> <p>_____</p> <p>Reeve</p> <p>_____</p> <p>Administrator</p>

Rural Municipality of _____

Reeve

Administrator

Rural Municipality of _____

Reeve

Administrator

Town of Lanigan

Reeve

Administrator

Town of _____

Reeve

Administrator

Town of _____

Reeve

Administrator

Town of _____

Reeve

Administrator

Village of _____

Reeve

Administrator

Village of _____

Reeve

Administrator