

Intermunicipal Development Agreements Under *The Planning and Development Act, 2007*

2024

Introduction

This guide is intended to assist municipalities with creating and implementing an intermunicipal development agreement under *The Planning and Development Act, 2007* (the PDA). District planning commissions, municipal councils, and administration may find this guide helpful for beginning the process of creating intermunicipal development agreements.

Purpose

Regional cooperation can take many forms, from informally sharing information to creating structured partnerships. The PDA provides a variety of flexible tools to facilitate any level of cooperation.

Section 32.1 of the Act authorizes Intermunicipal Development Agreements (IDA), which empower two or more municipalities to enter into agreements to address development-related issues that extend beyond municipal boundaries. IDAs establish a framework for municipalities to work together on matters of mutual interest, including land use planning, infrastructure provision, and service delivery. IDAs typically identify a geographic area of mutual concern, outline the responsibilities and obligations of each municipality, and specify the mechanisms for cooperation and dispute resolution. IDAs may focus on issues such as development in rural-urban fringe areas or investment in shared infrastructure.

Key Components of Intermunicipal Development Agreements

To be effective, IDAs typically include the following components:

Parties Involved

The IDA should identify the municipalities and other communities included in the agreement and specify their respective roles and responsibilities. For example, if an urban municipality agrees to extend services to development in an adjacent rural municipality. In that case, the agreement should identify which parties are responsible for the operation and maintenance of the services at different points.

Purpose and Objectives

The IDA should include a high-level explanation of the purpose of the agreement and be clear about the scope of items it will cover. For example, the agreement may be to manage land use and development in the rural-urban fringe area identified on a map attached to the agreement. The agreement should define the overarching goals and objectives, including the specific issues or challenges it aims to address.

It may be helpful for the IDA to outline the benefits of the agreement to all parties. This ensures that when disputes arise, the parties can refer to why they initially entered into the agreement. For example, the parties may recognize that addressing growth in a coordinated manner in proximity to their mutual boundaries provides long-term benefits to all parties. They can establish an accountability framework for matters that affect multiple communities.

Detailed Explanation of Shared Elements

The agreement should include the details of the shared or joint interest item. For example, if the agreement addresses development in the rural-urban fringe, the agreement should outline what the collaborative process will be in the identified fringe area. If the agreement is specific to shared infrastructure, it may include the plans or routing of the service as a schedule to the agreement.

Costs

The IDA should identify the share of any costs and the responsibility of each party. For example, the costs for repair and replacement of shared infrastructure may be split evenly between two parties. This allows each party the opportunity to budget appropriately for their share of costs associated with the shared infrastructure. Including this element in the agreement prevents future conflict when costs are incurred since each party has agreed in advance to pay their share.

Process for Amending and Terminating Agreement

The IDA should include a section on how the agreement will be amended or terminated. For example, amendments may be suggested by one party and negotiated among the other members before being brought forward. Since IDAs are adopted by bylaw, an amendment to the agreement must also be adopted by bylaw.

Dispute Resolution

It is important for any agreement to outline a process for resolving disputes when they arise between the parties. An example of this process may include:

1. Notice of dispute – a party provides a written notice of the matters under dispute to the other parties.
2. Negotiation – within a certain time period, each party appoints a representative to participate in meetings to negotiate a resolution of the dispute.
3. Mediation – if a dispute cannot be resolved through negotiation, the parties appoint a mediator, and the cost of the mediator is split between the parties.
4. Resolution - the results of the mediation by an independent third party are typically non-binding; however, the parties may use the results as a basis to resolve the dispute (the municipalities may ask the Saskatchewan Board to hold a hearing and issue a binding decision on the issue).

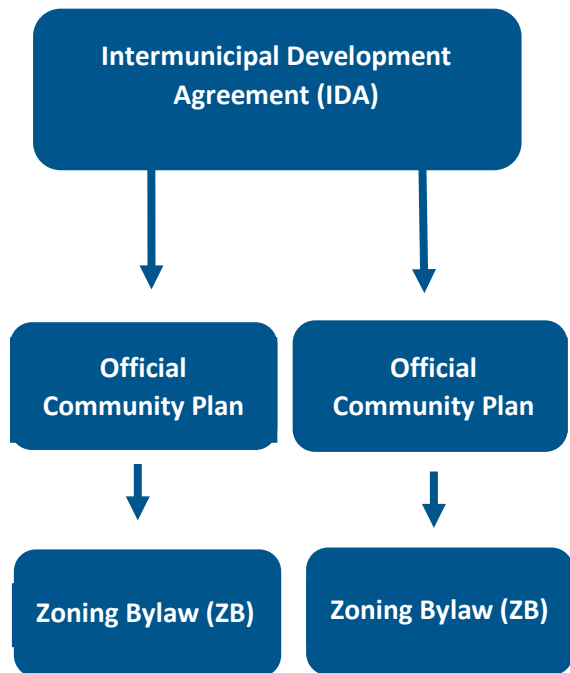
Steps to Establish an Intermunicipal Development Agreement

1. Identify Areas of Mutual Interest: Conduct an assessment of issues that require a collaborative approach.
2. Negotiate Terms and Conditions: Initiate discussions between the participating municipalities to negotiate the terms and conditions of the agreement, taking into account each party's interests, concerns, and objectives.
3. Draft Agreement: Prepare a written document outlining the provisions of the IDA, including its purpose, scope, obligations, and mechanisms for implementation and dispute resolution.

4. Review Agreement with a Solicitor: Seek legal advice to review the draft agreement for compliance with applicable laws and regulations and to ensure clarity, enforceability, and adequacy of provisions.
5. Approval and Adoption: Obtain approval from the respective municipal councils to adopt the IDA through a bylaw process.
6. Implementation and Monitoring: Implement the provisions of the IDA per the agreed-upon timeline and monitor progress toward achieving the stated objectives.
7. Review and Evaluation: Periodically review and evaluate the effectiveness of the IDA in addressing development-related challenges and consider amendments or revisions as needed.

Adoption and Effect

Section 32.1 of the Act requires an IDA to be adopted by bylaw. The affiliated municipalities must



include provisions in their official community plans regarding the implementation of IDAs.

If the agreement's content covers the regulation of land (ex., development in fringe areas), then corresponding amendments must also be made to the official community plan and zoning bylaw to reflect the content of the IDA.

Once the agreement has been executed by all parties and passed by bylaw, a copy of the IDA must be provided to the director of community planning within 30 days. If the agreement is amended or repealed, copies of the amended agreement or repeal bylaw must be filed with the director.

For more information about intermunicipal development agreements, please contact the Ministry of Government Relations, Community Planning branch via email at communityplanning@gov.sk.ca, or:

Ministry of
Government Relations
Community Planning
420 – 1855 Victoria Ave.
Regina
S4P 3T2
306-787-2725

Ministry of
Government Relations
Community Planning
Room 978, 122 Third Ave. N.
Saskatoon
S7K 2H6
306-933-6937

Appendix A – Sample Intermunicipal Development Agreement

Intermunicipal Development Agreement (IDA)

The Municipality of _____
A municipal corporation (hereinafter referred to as "Municipality A")

AND

The Municipality of _____
A municipal corporation (hereinafter referred to as "Municipality B")

AGREEMENT made this ____ day of _____, 20__

Preface

** This sample is intended for discussion purposes only in relation to intermunicipal development agreements authorized by *The Planning and Development Act, 2007* (Act). The Act is available through Publications Saskatchewan and should be consulted for more detail. All agreements should be reviewed in consultation with a municipal solicitor **

Preamble

WHEREAS, Municipality A and Municipality B (hereinafter collectively referred to as the "Parties" and individually as a "Party") share common interests and recognize the need for coordinated planning and development within the areas of their common borders; and

WHEREAS, the parties recognize that the advancement of their shared region is best accomplished through effective and ongoing collaboration; and

WHEREAS, the parties wish to jointly improve the quality of life for their residents by ensuring that a range of regional assets, programs, and services are reasonably available to the residents; and

WHEREAS, Section 32.1 of The Planning and Development Act, 2007, empowers municipalities to enter into intermunicipal development agreements for the purposes of _____;

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose

1.1 The purpose of this Intermunicipal Development Agreement (IDA) is to establish a framework for cooperation and coordination between Municipality A and Municipality B regarding: - _____ (land use planning and development/infrastructure of mutual interest).

1.2 The Parties hereby establish a joint development area, the geographic extent of which is set out in Schedule "A," attached to and forming part of this agreement, within which the Parties will coordinate services as outlined in this agreement and establish a framework for the joint review of development proposals.

2. Definitions

2.1 In this Agreement, unless the context otherwise requires:

1. "Development" shall have the same meaning as defined in The Planning and Development Act, 2007, and any amendments thereto.
2. "Joint Development Area" means those geographical areas set out in Schedule "A" where the jurisdictions of Municipality A and Municipality B intersect and both municipalities have a common interest in the future development of the land.
[Include additional definitions as necessary]

3. Scope of Agreement

3.1 This Agreement shall apply to all lands within the Joint Development Area, as defined herein, and any amendments thereto agreed upon by the Parties in writing.

3.2 This Agreement shall outline the intermunicipal infrastructure and services provided by the Parties and the responsibilities for such services, including costs.

4. Development Review in the Joint Development Area

4.1 It is agreed that the Parties will refer all development proposals within the Joint Development Area to the other Parties for review and comment.

4.2 The Parties shall respond to development referrals within 40 days of receipt.

4.3 Where possible, the Parties will make efforts to incorporate feedback from other Parties into the review of development proposals.

5. Intermunicipal Service Provision

5.1 The following section outlines the level of service provision between the Parties:

1. Emergency Services: The Parties have a Mutual Fire Aid Agreement in place for mutual fire aid assistance on an as requested basis. As a mutual aid agreement, there is no lead municipality. Cost-sharing is in accordance with the Mutual Fire Aid Agreement.
2. Recreation Services: The parties have entered into a Recreation Services Agreement to cost-share the provision of certain recreational services available to residents of both municipalities. Cost-sharing is in accordance with the agreement.
3. Wastewater Treatment Services: Municipality A agrees to allow for sewage generated in the joint development area to be disposed of at Municipality A's lagoon. The rate paid by those properties within the joint planning area under the jurisdiction of Municipality B shall be as set out in Schedule "B."

Municipality A and Municipality B commissioned a report to identify the costs of future expansions of the lagoon to accommodate additional development. Municipality B also agrees to provide an annual amount to Municipality A for the future expansion of this lagoon as set out in Schedule "B,"

6. Dispute Resolution

6.1 In the event that a dispute arises between two or more of the Parties, the Parties will attempt to resolve the issue by following a progressive dispute resolution process by:

1. Striking a negotiating committee, consisting of two elected officials and one staff member representing each affected municipal council, to negotiate a resolution;
2. Hiring a professional mediator to guide discussions to resolve the dispute, working with the appointed committee;
3. Seeking non-binding arbitration from the professional mediator or a legal professional;
4. Lastly, voluntarily refer the dispute to the Saskatchewan Municipal Board for a binding decision.

7. Term and Termination

7.1 It is agreed that the Parties shall review this agreement at least once every five (5) years or upon request by either Party.

7.2 This agreement shall be amended by mutual consent of the Parties.

7.3 This Agreement shall remain in effect until terminated by mutual agreement of the Parties. If either Party requests termination and mutual agreement cannot be obtained, the Parties shall initiate dispute resolution proceedings.

8. General

8.1 The validity and interpretation of this Agreement and each part hereof shall be governed by the laws of the Province of Saskatchewan.

8.2 In accordance with *The Planning and Development Act, 2007*, this agreement and any amendments to shall come into force upon the passing of bylaws by the Parties that contain the agreement as amended.

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

THE RM/VILLAGE/TOWN/CITY OF:

Per: _____ c/s
Mayor/Reeve

Per: _____
Chief Administrative Officer

THE RM/VILLAGE/TOWN/CITY OF:

Per: _____ c/s
Mayor/Reeve

Per: _____
Chief Administrative Officer