

**APPLICATION PROCESS FOR A DEVELOPMENT
PERMIT**

Development Permit Applications will take approximately **1-2 months** to process. Development Permits not filled in properly with all necessary information and application fees **will result in a delay** in processing and approving the application. Some permits may be required to go to the Municipal Council for review, and notification may be required for surrounding landowners or additional stakeholders. When submitting a development permit please provide yourself adequate time to receive the written approval from the Development Officer **PRIOR** to ordering, purchasing your materials, or initiating construction. The RM may also require building permits in addition to development permits. Applicants shall be required to pay for all fees prior to approval of permits.

Application Checklist

Your permit shall not be considered complete until you submit **all** of the following:

- | | |
|---|---|
| <input type="checkbox"/> Completed application form | <input type="checkbox"/> Site plan included, and shows: |
| <input type="checkbox"/> Required permit application fee | <input type="checkbox"/> North Arrow |
| <input type="checkbox"/> Required photos and floor plan | <input type="checkbox"/> Site boundary, dimensions, and size |
| <input type="checkbox"/> Application contact information | <input type="checkbox"/> Dimensions of all existing and proposed structures |
| <input type="checkbox"/> Registered owner information | <input type="checkbox"/> Distances from all site boundaries from structures |
| <input type="checkbox"/> Location of proposed development | <input type="checkbox"/> Location of existing and proposed utilities, and roads |
| <input type="checkbox"/> Start and completion date | <input type="checkbox"/> Dimensions of structure frontage |
| <input type="checkbox"/> Thorough description of existing land uses | <input type="checkbox"/> Total floor area of all structures |
| <input type="checkbox"/> Description of proposed land uses | |
| <input type="checkbox"/> Appropriate signatures | |

REAL PROPERTY SURVEYOR'S REPORTS

Any proposed residential or commercial development within Lakeshore Development Districts, Country Residential Districts, Commercial Districts, Conservation Districts and Hamlet Districts are **required** to provide a Real Property Surveyor's Report (RPSR) for any development **200 square feet and over** that are placed on top of the ground or in the ground. The following are some examples of foundations underneath structures that require submission of a RPSR: skids, pony walls, pilings, cement or gravel pads, and/or cement blocks.

The completion of the RPSR is to be completed after the foundation has been constructed, but before the installation of the remainder of the structure. The justification for this is to allow for the relocation of the foundation should it not meet the minimum yard setback requirements. The RPSR is to be submitted to the R. M. office for review and setback verification within 90 days of your estimated start date for construction. Should additional time be needed to submit the Report, a written request for an extension must be presented to Council for their approval prior to the expiration date of the 90 days grace period.

Consequences of late RPSR or the Report showing non-conformance to setback regulations:

1. Inabilities to close a Development Permit file resulting in correspondence with the R. M. office about the estimated time of arrival for the RPSR.
2. To conform to setback regulations, Council may require any of the following:
 - a. Removal of the building;
 - b. Movement of building away from property line; or,
 - c. Purchase of sufficient land from adjacent landowner to abide by setbacks.
3. Resubmission of an updated RPSR showing compliance with zoning district setback regulations.

PLEASE NOTE:

During construction and renovation be reminded to use the Transfer Site or rent a construction bin for your project. Please refrain from using Hamlet bins for construction waste as they are for household bagged garbage only. The transfer site hours are as follows:

Summer Hours are in effect from April 1st to October long weekend, inclusively:

Wednesday	11:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 3:00 p.m.
Sunday	9:00 a.m. to 5:00 p.m.
Holiday Mondays (May to September ONLY) 1:00 p.m. to 4:00 p.m.	

Winter hours are in effect after the October long weekend to March 31st:

Wednesday	10:00 a.m. to 5:00 p.m.
Sundays	12:00 p.m. to 6:00 p.m.

To rent a bin from WYWRA please contact (877) 775-4545.

PNHR

SAMA

FORM A

Application # _____

Zoning Bylaw No. 94-4

Roll # _____

Class: _____

RM OF MERVIN NO. 499 DEVELOPMENT PERMIT APPLICATION

Development Permit Applications may take approximately 1-2 months to process due to the requirement of additional information, notification procedures, presentation to Council, or due to the time of year. For more information about permit requirements, contact the Municipal Planner at (306) 845-7333.

Application Fees: (Non-refundable)

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Permitted Use - \$100 <input type="checkbox"/> 2. Discretionary Use - \$200 <input type="checkbox"/> 3. Sign Permit - \$50 <input type="checkbox"/> | <p>Contact the Municipal Planner to determine if your application is a permitted or discretionary use. The fees are based on an average cost to review and approve permits. Permit fee rational is available upon request.</p> |
|--|--|

Development Adjacent to Commercial or Residential Development: RPSR

Any proposed residential or commercial development that directly borders another residential or commercial development shall be required to produce a Real Property Surveyor's Report (RPSR) for all buildings or structures 18.6 square metres (200 square feet) in area or larger on a permanent foundation, except those exempted from requiring a development permit. The RPSR shall be undertaken after installation of the permanent foundation, but before installation or construction of the building above the permanent foundation. A permanent foundation shall be defined as any concrete pads, pilings made of any material, pony walls or other support structures made of concrete, wood, steel or other metal, placed on or in the ground where a building will be constructed or installed.

Permits required to provide an RPSR shall occur after the construction of the foundation, but prior to building construction or installation, and shall be received within 90 days of the foundation installation:

Any development permit application for a proposed residence on potentially hazardous land as defined in the Zoning Bylaw No. 94-4 and the Official Community Plan or lands that have an interest registered on the title pursuant to Section 130 of the Act, must be accompanied by a Real Property Surveyor's Report prepared by a Saskatchewan Land Surveyor, which illustrates that the proposed elevation of the finished main floor is above the Safe Building Elevation.

- YES Contact the RM's Municipal Planner to assist you in determining
- NO whether your permit requires the submission of a RPSR.

Surface Drainage: is the responsibility of the applicant. The applicant is required to ensure that development shall not alter surface drainage in such a way that it causes adverse effects on adjacent landowners.

Site and Floor Plan Requirements:

Your permit shall not be considered completed until you submit **all** of the following:

- 1) Submission of **any required photos, floor plans or exterior elevations** of the building;
- 2) Attach a **site plan drawing** (see example at the back of this form) showing the following:

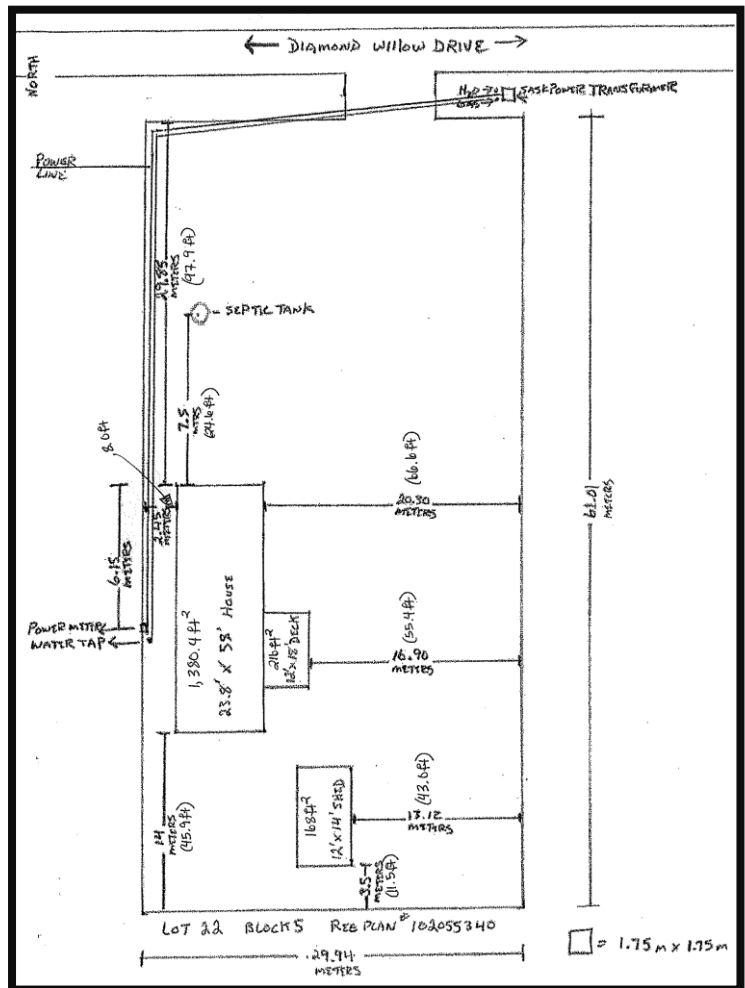
Principle and Accessory Building Minimum Setback Regulations

	AG		CON		LD		CR		H	
	Principle	Accessory	Principle	Accessory	Principle	Accessory	Principle	Accessory	Principle	Accessory
Front	150 ft.	150 ft.	150 ft.	150 ft.	20 ft.	20 ft.	50 ft.	50 ft.	20 ft.	20 ft.
Side	10 ft.	10 ft.	10 ft.	10 ft.	5 ft.	5 ft.	10 ft.	10 ft.	5 ft.	5 ft.
Rear	10 ft.*	10 ft.*	10 ft.*	10 ft.*	10 ft.*	5 ft.*	10 ft.	10 ft.	10 ft.	10 ft.

*Minimum setback applies except for lakeshore sites where the minimum setback shall be 6.0 metres (20.0 ft.) and the front setback shall reflect the original rear setback, except for the AG – Agriculture District and the CON – Conservation District.

SITE PLAN REQUIREMENTS

- North arrow
- Parcel dimensions
- Label, and provide location and dimensions of all existing buildings and structures and all distances
- Label, and provide location and distances of all proposed buildings and structures and all distances
- Location of water and sewer utility system, with distances to property boundary
- Location of all existing and proposed approach and driveway.
- Location of adjacent roadway.
- Location of distinguishing physical features located on or adjacent to the property including, such as Turtle Lake or Bright Sand Lake, sloughs, streams, drainage ways including culverts, wetlands, slopes, bluffs, etc.; and
- Floor plan for residential buildings (i.e, cabins, bunkhouses).
- Cross-section diagram of decks.
- Location of on-site parking.



Development Information:

1. Applicant:

Name: _____ Phone: _____

Address: _____ Postal code: _____

Email: _____

2. Registered Owner: _____ as above or,

Name: _____ Phone: _____

Address: _____ Postal code: _____

3. Legal Land Description:

LSD or 1/4 _____ Sec. _____ Twp. _____ Rge. _____ W _____

Lot(s) _____ Block _____ Registered Plan No. _____ Hamlet _____

4. Existing use of land, buildings, and structures, temporary structures (i.e., RVs):

5. Proposed use of land, buildings and structures, temporary structures (i.e., RVs):

6. Proposed development involves:

New building _____	Addition _____	<u>Residential Use:</u>
<u>Move in building</u> * _____	Alteration _____	Principal _____
Recreational Vehicle _____		Secondary _____

***NOTE: Move in buildings require photos of each side of building in its current condition.**

7. Estimated dates of development:

Commencement: _____ Completion: _____

8. Other information (e.g. proposed sewage system) _____

9. Declaration of Applicant:

I/We further agree to comply with all Bylaws & Regulations of the RM of Mervin No. 499 respecting development and I/we acknowledge that it is my/our responsibility to ensure compliance with all Saskatchewan Regulations and Acts including The Uniform Building and Accessibility Standards Act, regardless of any review or inspection that may or may not occur by any official of the Municipality. In the event that I/we, the Land Owner(s), fail to complete the RPSR as required, I agree that the RM may complete the RPSR at my/our expense and invoice me/us for the cost along with any necessary administration fees. I/We agree that any expense incurred by the RM to obtain a RPSR and administration or application fees not paid may be added by the RM to the property tax roll of the Land and is deemed for all purposes to be a tax on the Land from the date it was added to the tax roll and forms a lien against the Land in favour of the RM from the date it was added to the tax roll.

I/We acknowledge that my/our personal information (name, phone number, home address and postal code) are being collected under the authority of section 25 of the *Freedom of Information and Protection of Privacy Act*. This information will be used internally within the RM of Mervin office and will be retained with your land file information. If you have questions or concerns about this collection of information, please contact the FOIP Coordinator at (877) 748-2298 or at FOIPCoordinator@gov.sk.ca.

I/We also agree that should be we be bringing in a Ready-to-Move (RTM) or Move-In (MI) building that I/we shall be responsible for all costs associated with tree or brush removal required within municipal right-a-ways to accommodate the building being moved along a municipal road allowance.

I/We, _____ and , _____ solemnly declare that all the above statements contained within this application are true, and I/we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the “Canada Evidence Act”.

_____	_____	_____	_____
Date	Signature	Date	Signature

FOR HAMLET BOARD USE ONLY:

Hamlet of _____

1. _____ APPROVED

2. _____ REFUSED

Board Comments: _____

_____ Date

_____ Hamlet Board Signature

DISCRETIONARY USE APPROVAL AGREEMENT

BETWEEN: LANDOWNERS – ALL LANDOWNERS AS SHOWN ON TITLE

(the “Landowner”)

and:

RV OWNER(S) – LANDOWNERS AS SHOWN ON TITLE

(the “RV Owner”)

(the Landowner and the RV Owner being collectively the “Applicant”)

AND: RURAL MUNICIPALITY OF MERVIN No. 499

(the “Municipality”)

WHEREAS:

- A. The Applicant has applied to the Municipality for a development permit whereby use of the recreational vehicle referenced in Schedule “A” (the “RV”) shall be approved as a discretionary principal use on the land referenced in Schedule “B” (the “Land”), which Land is zoned as [choose one: Agricultural District (Single Country Residential)/High Density Country Residential/Medium Density Country Residential/Lakeshore Development 1/Conservation] District.
- B. In exercising its discretion generally and more particularly as authorized by Bylaw 94-4 of the Municipality as amended (the “Zoning Bylaw”), the Municipality has directed that as a precondition to granting discretionary use approval, the Applicant enter into this Discretionary Use Development Agreement.
- C. The Applicant is desirous of being granted discretionary use approval, and in order to secure such approval willingly agrees to the terms and conditions set forth herein.

(INITIALS)

NOW THEREFORE in consideration of the grant of a discretionary use approval by the Municipality to the Applicant, and other good and valuable consideration given by the Municipality to the Applicant the receipt and sufficiency of which is hereby acknowledged by the Applicant, the parties agree as follows:

1. Approval Required

1.1 This Agreement shall come into force and effect only upon:

- (a) Completion of an inspection of the RV by the Municipality, confirming that the RV is not a mobile home, and that the RV is a self-contained unit with a sewage and waste water disposal system acceptable to the Municipality and meeting all health regulations; and
- (b) Council of the Municipality passing a resolution granting discretionary use approval (the “**Approval**”) to the Applicant within 90 days of the date hereof. If no Approval is passed by Council during that time, this Agreement shall become null and void and of no force or effect whatsoever.

1.2 Upon receiving the Approval, the Applicant shall be subject to the terms and conditions of this agreement, as well as any other development standards or other conditions provided for in the Approval and not contained herein.

1.3 No other recreational vehicle other than the RV may be placed on the Land.

2. Representation and Warranties of the Applicant

2.1 The Applicant represents and warrants to the Municipality that:

- (a) The RV Owner is the legal and beneficial owner of the RV; and
- (b) No person other than RV Owner identified herein is an owner of the RV and that the RV Owner has granted no interest to any other person other than an interest for the purposes of securing an unpaid seller of the RV, and/or a security interest granted in the RV to a lender.

3. Expiry of Approval

3.1 The Approval and this Agreement shall expire and terminate (“**Termination**”) on the earliest of:

- (a) January 1, 2024;
- (b) The date upon which the Municipality shall grant a subsequent permit for a principal residential use on the Land; or
- (c) The date upon which Applicant and/or any them shall be in breach of the terms of this Agreement and/or the Approval.

3.2 Any Termination shall be effective immediately and shall not require notice from the Municipality.

4. Approval Only of Specified Recreational Vehicle

- 4.1 The Applicant acknowledges and agrees that the Approval shall apply only to the RV and to no other recreational vehicle.
- 4.2 The Applicant acknowledges and agrees that in the event that the Applicant should wish to use another recreational vehicle in the place and stead of the RV, that the Applicant shall be required to bring a new discretionary use approval for use of that recreational vehicle.
- 4.3 Upon the grant of any approval in relation thereto, the Approval shall come to an end.

5. Development Standards

- 5.1 Before using any liquid propane gas (“Propane”) on the Land, the Applicant shall obtain all required gas fitting permits and shall have all fittings and storage tanks inspected by a licensed gasfitter. Any repair, replacement or modification of gas fittings or tanks shall be subject to the same requirement.
- 5.2 The Applicant agrees to store no more than 250 gallons of Propane on the Land at any time, and agrees to use, at one time, no more than two 100-pound tanks.
- 5.3 The RV shall not be modified to render it a permanent structure, by removal of wheels or axles, or in any other manner.

6. Use of the RV

- 6.1 The RV may only be used for residential purposes by the Applicant and their immediate family.
- 6.2 The RV may not be used for rent, lease or hire.
- 6.3 No home-based business will be permitted on the Land until such time as a permanent residence has been constructed thereon.

7. Change in Ownership

- 7.1 No person shall acquire a legal or beneficial ownership interest in the RV who is not an Applicant named in this Agreement.
- 7.2 Notwithstanding paragraph 7.1, where the Applicant or one or more of them should desire to transfer their ownership interest in the Land and or in the RV, and where:
 - (a) Following the transfer of that ownership interest:
 - (i) The number of legal and/or beneficial owners of the Land does not increase as a result;
 - (ii) No person holds a legal or beneficial ownership interest in the RV who is not a legal or beneficial owner of the Land; and

- (b) Those persons newly acquiring an interest in the Land agree in writing with the Municipality to adhere to the terms of this Agreement;

this Agreement and the Approval shall continue in full force and effect.

8. Removal on Termination

8.1 No later than 30 days following termination of Approval and/or of this Agreement, the Applicant shall permanently remove from the Land:

- (a) The RV; and
- (b) All Propane fittings and tanks.

8.2 In the event that the Applicant should not comply with paragraph 8.1, the Municipality may, in its sole discretion, and upon 15 days notice delivered to the Applicant at the Applicant's address as set forth on the assessment roll for the Municipality, take such steps as the Municipality shall, in its sole discretion, consider appropriate for the removal of the RV and the Propane tanks and fittings from the Land.

8.3 Should the Municipality remove the RV and/or any propane tanks from the Land, the Municipality shall provide written notice thereof ("**Possession Notice**") to the Applicant and the removed property may be stored by the Municipality as such location as the Municipality shall, in its sole discretion determine.

8.4 In the event that the Applicant shall not arrange with the Municipality and take delivery of the removed property within 90 days, the removed property shall be deemed to be abandoned, and the Municipality shall be entitled (whether or not it holds a security interest therein) to dispose of the property, and to hold the proceeds thereof as security for the purposes of recovering the Municipality's Chargeable Costs (as defined hereafter).

9. Applicant Liable for Chargeable Costs

9.1 In the event the Applicant shall not comply with the requirements of any provision of this Agreement or the Approval, including but not being limited to paragraph 8.1 above, the Applicant shall be liable to the Municipality for all costs incurred by the Municipality in the enforcement of this Agreement and/or the Approval, including all costs of removal and all costs of any proceedings taken by or against the Municipality, including but not being limited to any legal proceedings, and the costs of the Municipality on a solicitor and client basis. The Applicant shall also be liable to pay storage costs to the Municipality for any time the RV is stored by the Municipality after removal at a rate of \$20.00 per day. For the purposes of this agreement, all the foregoing costs, in the aggregate, shall be "**Chargeable Costs**".

9.2 For the purposes of better securing the Municipality's ability to recover Chargeable Costs, the RV Owner (and any Applicant who subsequently acquires an interest in the RV) grants to the Municipality a security interest in the RV. Without limiting the Municipality's right to perfect in any

other manner, possession by the Municipality of the RV pursuant to this agreement shall be deemed to be perfection under the security agreement.

- 9.3 The Municipality may, in its sole discretion seek to recover all or part of the Chargeable Costs by way of one or more of the following:
- (a) Applying the proceeds of any sale undertaken pursuant to paragraph 8.4 in full or partial satisfaction of the Chargeable Costs;
 - (b) Adding the Chargeable Costs to the taxes owing on the Land;
 - (c) Realizing upon the Municipality's security interest in the RV; or
 - (d) Bringing action in a court of competent jurisdiction.

10. Municipality Entitled to All Remedies

- 10.1 Nothing in this agreement shall be deemed to restrict the Municipality's remedies against the Applicant, and the Municipality shall be entitled to any and all remedies permitted by law, including, but not being limited to the remedies provided hereunder.
- 10.2 In the event that the Municipality should at any time waive compliance with the terms hereof, such waiver shall not extend to future breaches of this Agreement.

11. This Agreement Forms Part of Approval

- 11.1 The terms of this Agreement are acknowledged and agreed by the Applicant to form part of the Approval and the Development permit granted thereby.
- 11.2 In the event that the Applicant should transfer ownership of the Land, the Applicant shall inform the purchaser thereof of the content of this agreement and the Approval, and it is agreed that in the event that the ownership of the Land should transfer, it shall be a condition of this Agreement that the purchaser shall also acquire full legal and beneficial ownership of the RV, failing which this Agreement and the Approval shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the ____ day of _____, 20____.

Witness

Applicant

Witness

Applicant

Witness

Applicant

Witness

Applicant

RURAL MUNICIPALITY OF MERVIN No. 499

per: _____

per: _____

(INITIALS)

SCHEDULE "A"
The Recreational Vehicle

Make:

Model:

Color:

Serial Number:

[Attach bill of sale or other proof of ownership]

SCHEDULE "B"
The Land (Legal Land Description)

