

AGREEMENT FOR CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Between

Oldman River Regional Services Commission
("Coordinator")

– and –

Town of Nanton
("Municipality")

Dated this 3d day of April, 2019

BACKGROUND

WHEREAS, the *Municipal Government Act, RSA 2000, C M-26 (MGA)*, as amended, requires the establishment of a Subdivision and Development Appeal Board and authorizes two or more Councils to jointly establish an Intermunicipal Subdivision and Development Appeal Board to exercise that function within their municipalities:

- A. The Member Municipality wishes to partner to create one Intermunicipal Subdivision and Development Appeal Board;
- B. The Oldman River Regional Services Commission is the Coordinator for the Intermunicipal Subdivision and Development Appeal Board;
- C. The Municipality is willing to join the Chinook Intermunicipal Subdivision and Development Appeal Board.

The Parties agree as follows:

1. BYLAW, PROCEDURES AND FEES

- 1.1 The Municipality shall pass a Bylaw establishing the Intermunicipal Subdivision and Development Appeal Board and authorize the Municipality to enter into this Agreement.
- 1.2 The Municipality agrees that the "Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines" document shall govern the rules and procedures of the Intermunicipal Subdivision and Development Appeal Board, which may be amended, from time to time.
- 1.3 The Municipality agrees to pay the costs associated with the Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.



2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

“Appellant” means the person who may file an appeal to the Board from decisions of a Subdivision Authority or Development Authority in accordance with the *Municipal Government Act*.

“Board” means the Chinook Intermunicipal Subdivision and Development Appeal Board established by bylaw.

“Board Member” means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed by Council and who has obtained provincial training and certification.

“Chinook Intermunicipal Subdivision and Development Appeal Board (SDAB)” means the Board appointed to hear appeals on subdivision and development established in accordance with *Municipal Government Act* s. 627 (1)(b).

“Clerk” means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

“Coordinator” means the Oldman River Regional Services Commission (ORRSC).

“Municipality” means is a municipality who has signed this Agreement.

3. MUNICIPALITY RESPONSIBILITIES

- 3.1 The Municipality shall be entitled to participate in the Intermunicipal Subdivision and Development Appeal Board once it enters into the Agreement and passes a Bylaw in the form attached as Schedule “A”.
- 3.2 The Municipality will pay a yearly fee to ORRSC for administering the Intermunicipal Subdivision and Development Appeal Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.
- 3.3 The Municipality may select and appoint individual(s) to be a Board member(s) to be available to sit on a Panel for the Intermunicipal Subdivision and Development Appeal Board. If a vacancy on the Board occurs at any time, the Municipality who appointed the individual may appoint a new individual to fill the vacancy for the remainder of that term.
- 3.4 Any costs incurred to advertise and select a Board member(s) are the responsibility of the Municipality.
- 3.5 If the Municipality is required to hold an Appeal Hearing, the Municipality is responsible to pay all costs related to the hearing, including both Board member costs and hearing costs. The fees for the Board member costs shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees. Board member costs include but are not limited to:
 - a) Board member per diems,
 - b) mileage,
 - c) meal allowance, etc.



- 3.6 The Municipality is responsible to provide a Clerk for the appeal hearing, which may be municipal staff or an ORRSC SDAB Clerk. In addition to Clerk costs, the Municipality shall be responsible for hearing costs including but are not limited to:
- a) materials,
 - b) postage,
 - c) facility and /or equipment rental,
 - d) meal allowance,
 - e) mileage, etc.
- 3.7 If legal services are required for issues that relate to a specific appeal, the Municipality is responsible for engaging legal counsel of behalf of the SDAB Panel and are responsible for paying all costs associated with the legal services required.
- 3.8 The Municipality will make every reasonable effort to ensure information will be or is intended to be used to make a decision on an appeal is both complete and accurate, as per the Procedural Guidelines approved for the Appeal Board.

4. COORDINATOR RESPONSIBILITIES

- 4.1 The Coordinator will coordinate services for the Municipality and may assign any responsibilities to an ORRSC Clerk as deemed necessary.
- 4.2 The Coordinator shall keep a master list of all qualified Board members, their contact information and training.
- 4.3 The Coordinator is responsible for ensuring the Intermunicipal Subdivision and Development Appeal Board members receive training in accordance with the *Municipal Government Act* and associated regulations.
- 4.4 The Coordinator is responsible to assign a Panel of Board members (in consultation with the affected Municipality) to the SDAB, as described in the *Municipal Government Act* and in the Municipality's Intermunicipal Subdivision and Development Authority Bylaw.
- 4.5 The Coordinator will be responsible to manage the payment of Board member costs related to the Intermunicipal Subdivision and Development Appeal Board and will invoice the Municipality in accordance with the Annual Schedule of Fees.

5. TERM

- 5.1 The term of this Agreement shall be deemed as indefinite, provided, however, this Agreement may be terminated as follows:
- a) by mutual consent, in which case, this Agreement will be terminated effective the date of the mutual consent and ORRSC will be entitled to payment of fees, on a pro rata basis, to the effective date of termination;
 - b) without cause or mutual consent, by delivery of a ONE (1) year notice of termination by either party, in which case ORRSC will be entitled to payment of fees and expenses.



6. DISPUTE RESOLUTION

- 6.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:
- a) Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
 - b) Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queen’s Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Arbitration Act* of Alberta.

7. INDEMNIFICATION

- 7.1 The Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Oldman River Regional Services Commission, its Board, Executive, Director and Employees against all damages, liabilities or costs arising out of the coordination of an appeal, an appeal or disputes related an appeal.
- 7.2 The Municipality is solely responsible for the Appeal and compliance with the outcome of the Appeal.
- 7.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

8. NOTICES

- 8.1 Any notices or other correspondence required to be given to any party to this agreement shall be deemed to be adequately given if delivered to the Municipality.

9. FORCE MAJEURE

- 8.2 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of either party.

10. SINGULAR AND MASCULINE

- 8.3 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.



11. GOVERNING LAW

11.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

12. INTERPRETATION

12.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

13. SUCCESSORS

13.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

14. ENTIRE AGREEMENT

14.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

15. COUNTERPART

15.1 This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

16. EFFECTIVE DATE

16.1 This Agreement becomes effective April 1, 2019.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

OLDMAN RIVER REGIONAL SERVICES COMMISSION

PER: _____
Director

PER: _____
Chair

“MUNICIPALITY”
PER: _____
Neil Smith
Chief Administrative Officer
Chief Administrative Officer

PER: _____
Mayor/Reeve

Schedule "A"
Subdivision and Development Appeal Board Bylaw

AG 24

ANNUAL SCHEDULE OF FEES 2019

CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Annual fee:

\$500 administrative fee

Board Remuneration:

Board Members shall receive honorariums for adjudicating at formally scheduled hearings or taking appropriate training.

Board Members shall receive compensation for travel based on the most current published Canadian Revenue Agency (CRA) Subsistence, Travel and Moving Expenses regulation for performing adjudication duties or taking appropriate training.

If necessary, a reasonable meal for Board members will be organized and authorized by the Clerk and will be paid for by the municipality in which the appeal originates.

If necessary, Board Members shall receive reimbursement for any lodging accommodations required while taking appropriate training which shall be paid by the Municipality who has appointed the member.

Table 1

Board Members Per diems	Preparation time – Two (2) hours block	\$50.00
	Half day – Four (4) hour block	\$100.00
	Full day – Four plus (4+) hour block	\$200.00
Mileage	Home to Venue – round trip (CRA Rate)	\$0.58 per km