

AN AGREEMENT DATED THIS 1<sup>st</sup> DAY OF AUGUST, 2019

BETWEEN:

**Town of Grimshaw**  
Box 377, Grimshaw, Alberta, T0H 1W0

- and -

**Town of Falher**  
Box 155, Falher, Alberta, T0H 1M0

- and -

**Town of Fairview**  
Box 730, 101 – 10209 109 Street  
Fairview, Alberta, T0H 1L0

- and -

**Town of McLennan**  
Box 356, 19 – 1<sup>st</sup> Avenue N.W.,  
McLennan, Alberta, T0H 2L0

- and -

**Town of Manning**  
Box 125, 413 Main Street  
Manning, Alberta, T0H 2M0

- and -

**Town of Peace River**  
9911 - 100 Street, P.O. Box 6600,  
Peace River, Alberta, T8S 1S4

- and -

**Village of Berwyn**  
Box 250, Berwyn, Alberta, T0H E0E

- and -

**Village of Donnelly**  
PO Box 200, Donnelly, Alberta, T0H 1G0

- and -

**Village of Girouxville**  
4804 – 50th Street, Girouxville, Alberta, T0H 1S0

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- and -

**Village of Hines Creek**  
P O Box 421, 212 – 110th Street  
Hines Creek, Alberta, T0H 2A0

- and -

**Village of Nampa**  
9902 – 102 Avenue, Box 69  
Nampa, Alberta, T0H 2R0

- and -

**Municipal District of Fairview No. 136**  
10957 – 91 Avenue, Box 189  
Fairview, Alberta, T0H 1L0

- and -

**Municipal District of Peace No. 135**  
Box 34, Berwyn, Alberta, T0H 0E0

- and -

**Clear Hills County**  
Box 240, Worsley, Alberta, T0H 3W0

- and -

**Northern Sunrise County**  
135 Sunrise Road, Bag 1300,  
Peace River, Alberta, T8S 1Y9

- and -

**County of Northern Lights**  
#600, 7th Avenue NW, Box 10  
Manning, Alberta, T0H 2M0

(hereinafter collectively referred to as “the Municipalities”)

**PEACE REGIONAL SUBDIVISION  
AND DEVELOPMENT APPEAL BOARD**

WHEREAS the Municipalities have agreed to the establishment of an intermunicipal subdivision and development appeal board in accordance with Section 627(1) of the *Municipal Government Act*, RSA 2000, c. M-26;

NOW THEREFORE, in consideration of the premises and mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Municipalities agree as follows:

**1. DEFINITIONS**

- (a) "Act" means the *Municipal Government Act*, RSA 2000, c. M-26, as amended from time to time.
- (b) "Agency" means the Mackenzie Municipal Services Agency.
- (c) "Administrative Assistant" means the body assigned the function of providing administrative assistance to the Board, as set out in this agreement.
- (d) "Board" means the Peace Regional Subdivision and Development Appeal Board established pursuant to this agreement.
- (e) "Clerk" means a designated officer appointed as a clerk under Section 627.1 of the Act.
- (f) "Council" means the council of any of the Municipalities.
- (g) "Development Authority" means a development authority established pursuant to Section 624 of the Act.
- (h) "Hearing" means the public hearing held to hear an appeal of a decision of a Development Authority or a Subdivision Authority filed in accordance with the Act.
- (i) "Meeting" means a meeting held and attended by the Members, and does not include a Hearing.
- (j) "Member" means a member of the Board.
- (k) "Municipality(ies)" means the municipalities that are parties to this agreement, individually or collectively as the context requires.
- (l) "Panel" means those Members selected to hear an appeal.
- (m) "Regulation" means the Subdivision and Development Appeal Board Regulation, Alberta Regulation 195/2017.

- (n) "Subdivision Authority" means a subdivision authority established pursuant to Section 623 of the Act.

All other terms used in this Agreement shall have the meaning assigned to them in the Act, as amended from time to time.

## **2. FUNCTIONS AND DUTIES**

The Municipalities hereby establish the Board as an intermunicipal subdivision and development appeal board under the Act to hear appeals from decisions of the Development Authorities or Subdivision Authorities of the Municipalities.

## **3. MEMBERSHIP**

- (a) The Board shall consist of a minimum of one (1) and a maximum of (2) Members from each Municipality. Where the Municipality provides two (2) Members, only one may be a member of Council. Where the Municipality provides one (1) Member, that Member may not be a member of Council.
- (b) Members shall not be employees of the Municipalities, the Subdivision Authority or Development Authority.

## **4. APPOINTMENT**

- (a) Members shall be appointed by the Councils of the Municipalities.
- (b) The appointment of a Member shall continue from year to year until the Member's term expires, the Member resigns, or the Member otherwise ceases to be a Member, whichever occurs first.
- (c) Appointments to the Board are for a term of three (3) years; however, the first appointments shall be for staggered terms of one (1), two (2) and three (3) years. An equal number of Members (or as close as possible) will be appointed for each term. The terms for the first appointments will be determined by a random draw process to be administered by the Administrative Assistant at the first Meeting.
- (d) A Municipality may rescind the appointment of its Member at any time.

## **5. TRAINING**

- (a) Members must comply with all the training requirements set out in the Regulation.
- (b) Each Municipality shall be responsible for the cost of training, as required under the Regulation for its Member(s).

**6. VACANCIES**

- (a) When a Member's term ceases prior to its expiry, the Municipality that the Member represents shall put forward another person for appointment as a Member for the balance of the term within forty-five (45) days of the vacancy arising.
- (b) The appointment of the replacement Member shall be made by the Councils of the Municipalities as soon as reasonably possible.

**7. CHAIR OF THE BOARD**

- (a) The Board shall appoint one (1) Member to hold the position of Chair and one (1) Member to hold the position of Vice-Chair.
- (b) The Vice-Chair will assume the duties of the Chair in the event that the Chair is not available.
- (c) The appointment of the Chairs shall continue until the Chairs' terms expire, the Chairs resign, or the Chairs otherwise cease to be Members, whichever occurs first.
- (d) The Board may rescind the appointment of the Chairs at any time.

**8. CLERK**

- (a) The Municipalities shall appoint one or more Clerks in compliance with the requirements of Section 627.1 of the Act to perform the duties set out in Schedule "A" hereto.
- (b) The Municipalities will endeavour to have a minimum of five (5) Clerks appointed at all times.
- (c) Clerks must comply with all the training requirements set out in the Regulation.
- (d) The Municipalities shall be responsible for an equal share of the cost of training for the Clerks as required under the Regulation.
- (e) The Municipalities may rescind the appointment of a Clerk at any time.

**9. ADMINISTRATIVE ASSISTANT TO THE BOARD**

- (a) The Municipalities appoint the Agency to act as Administrative Assistant to the Board.

- (b) The function of the Administrative Assistant to the Board includes the following:
- (i) arrange and provide notice of Meetings, including date, time and location;
  - (ii) arrange for a record of the proceedings of Meetings;
  - (iii) ensure that all Members and Clerks are in compliance with this agreement, the Act and the Regulations;
  - (iv) keep a detailed set of records/files regarding appeals filed with the Board and associated costs;
  - (v) provide administrative assistance to the Clerk(s) as may be required;
  - (vi) develop a rotation system, taking into account location and availability, to assign Clerks to Hearings, for approval by the Board;
  - (vii) develop a rotation system taking into account location and availability to assign Members to sit on Hearings, for approval by the Board;
  - (viii) arrange for Clerks for Hearings upon receipt of a Notice of Appeal;
  - (ix) arrange for Members (including alternate Members) to sit on Hearings upon receipt of a Notice of Appeal; and
  - (x) on behalf of the Municipalities, submit to Alberta Municipal Affairs on an annual basis, the reports required under Section 3 of the Regulation.

## **10. REMUNERATION**

- (a) Members shall be entitled to such remuneration as may be fixed from time to time by the Municipalities, as set out in Schedule "B" hereto. The Municipality from which the appeal originated shall pay the Members' remuneration for attending a Hearing.
- (b) A Municipality shall pay the remuneration of its Member(s) for attending Meetings at the rate set out by each municipality.
- (c) The cost of the Clerk to fulfil his/her duties shall be paid by the Municipality from which the appeal originated and will be based on an amount determined by the Municipalities, as set out in Schedule "B" hereto.

- (d) Remuneration to the Agency for carrying out the function of the Administrative Assistant shall be in the amount of an annual fee of One Hundred (\$100.00) Dollars payable to the Agency by each Municipality as follows:
  - (i) One Hundred (\$100.00) Dollars at the time of the initial signing of the agreement.
  - (ii) One Hundred (\$100.00) Dollars annually thereafter.

#### **11. COST OF HEARINGS**

- (a) All costs for the holding of a Hearing, including, without limitation, Members' remuneration, Clerk costs, advertising and notification costs, facility costs and legal costs, shall be paid by the Municipality from which the appeal originated.
- (b) Should a Hearing deal with appeals from more than one Municipality, the costs shall be paid equally by each Municipality from which the appeals originated.
- (c) Each Municipality shall provide adequate facilities for the Board to hold Hearings of appeals originating from that Municipality.

#### **12. HEARINGS**

- (a) The Board shall hold Hearings at a date and time to be determined by the Board in accordance with the requirements of the Act.
- (b) Hearings shall be held in the Municipality from which the appeal originated.
- (c) Notwithstanding Section 12(b) of this Agreement, if a Hearing deals with appeals from more than one Municipality, the location of the Hearing shall be determined by the Board.
- (d) A Hearing may be held before a Panel. A Panel has any or all of the powers, duties and responsibilities of the Board. A decision of a Panel is a decision of the Board.
- (e) A quorum for a Panel is three (3) Members and must not have more than one (1) member of Council.
- (f) If the Chair or Vice-Chair is not part of a Panel for a Hearing, then the Members of the Panel shall select one of the Members of the Panel to assume the duties of the Chair for the Hearing.

**13. OFFICIAL ADDRESS**

The official address of the Board shall be:

P.O. Box 450, Berwyn, Alberta, T0H 0E0  
5109 - 51 Street, Berwyn, Alberta  
Phone: 780-338-3862  
Fax: 780-338-3811  
Email: info@mmsa.ca

**14. WITHDRAWAL FROM AGREEMENT**

A Municipality may withdraw from this Agreement by giving three (3) months' written notice to each Municipality and the Agency.

**15. ADDITION OF NEW MUNICIPALITIES**

- (a) A Municipality located within the area shown on Schedule "C" may become a party to this Agreement by providing written notice to the Administrative Assistant on or before March 1 of the year in which the Municipality wishes to become a party:
  - (i) that it wishes to become a party to this Agreement;
  - (ii) of at least one (1) person to be appointed as a Member;
  - (iii) if applicable, of a person to be appointed as a Clerk; and
  - (iv) executing confirmation that it is bound by this Agreement in the same manner as the Municipalities that executed this Agreement in the first instance.
- (b) Upon satisfying the conditions set out in Section 15(a) of this Agreement, the Municipality shall become a party to this Agreement effective May 1 of that year.

**16. GENERAL**


- (a) Appeal fees shall be in accordance with a schedule of fees set out in Schedule "B" hereto. Each Municipality shall adopt this Schedule of Fees by bylaw.
- (b) The Policies and Procedures to govern Meetings and Hearings are set out in Schedule "A" hereto. The Board may review and recommend changes to the Policies and Procedures from time to time.




- (c) The Municipalities may review and amend the Terms of Agreement establishing the Board from time to time.
- (d) This Agreement may be executed and delivered in several counterparts and/or by facsimile transmission or electronic scan, each of which so executed and delivered will be deemed to be an original and such counterparts together will be deemed to constitute one and the same instrument, provided that any party that executes and delivers this Agreement by facsimile transmission or electronic scan shall deliver an original forthwith upon request.


IN WITNESS WHEREOF, the Municipalities have executed this Agreement as evidenced by the duly authorized signatures below:


*Town of Grimshaw*

Per:   
\_\_\_\_\_  
Mayor Bob Regal


Per:   
\_\_\_\_\_  
Brian Allen, CAO


*Town of Falher*

Per:   
\_\_\_\_\_  
Mayor Donna Buehnski


Per:   
\_\_\_\_\_  
Adèle Parker, CAO


*Town of Fairview*

Per:   
\_\_\_\_\_  
Mayor Gordon MarLeod


Per:   
\_\_\_\_\_  
Daryl Greenhill, CAO


*Town of McLennan*

Per:   
\_\_\_\_\_  
Mayor Michele Fournier


Per:   
\_\_\_\_\_  
Lorraine Willier, CAO


*Town of Manning*

Per:   
\_\_\_\_\_  
Mayor Greg Rycroft

Per:   
\_\_\_\_\_  
Jenn Brodrick, CAO

*Town of Peace River*

Per:   
\_\_\_\_\_  
Mayor Thomas Targey

Per:   
\_\_\_\_\_  
Christopher J. Parker, CAO

**Village of Berwyn**

Per: [Signature]  
Mayor Ken Montie

Per: [Signature]  
Cathie Bailey, CAO

**Village of Donnelly**

Per: [Signature]  
Mayor Myrna Lanctot

Per: [Signature]  
Rita Maure, CAO

**Village of Girouxville**

Per: [Signature]  
Mayor Alain Dion

Per: [Signature]  
Estelle Girard, CAO

**Village of Hines Creek**

Per: [Signature]  
Mayor Hazel Réintjes

Per: [Signature]  
Leanne Walmsley, CAO

**Village of Nampa**

Per: [Signature]  
Mayor Perry Skrlík

Per: [Signature]  
Dianne Roshuk, CAO

**Municipal District of Fairview No. 136**

Per: [Signature]  
Reeve Peggy Johnson

Per: [Signature]  
Sandra Fox, CAO

**Municipal District of Peace No. 135**

Per: [Signature]  
Reeve Robert Willing

Per: [Signature]  
Barbara Johnson, CAO

**Clear Hills County**

Per: [Signature]  
Reeve Miron Croy

Per: [Signature]  
Allan Rowe, CAO

**Northern Sunrise County**

Per: [Signature]  
Reeve Carolyn Kolebaba

Per: [Signature]  
Cindy Millar, CAO

**County of Northern Lights**

Per: [Signature]  
Reeve Terry Ungarian

Per: [Signature]  
Theresa Van Oort, CAO

**SCHEDULE A**  
**POLICIES AND PROCEDURES**

**1. DEFINITIONS**

Unless otherwise specified herein, all terms shall have the meaning assigned to them in the Agreement or, where not specified in the Agreement, in the Act.

**2. APPLICATION**

- (a) These Policies and Procedures shall apply to all Meetings and Hearings.
- (b) Any matter of meeting procedure which is not herein provided for, shall be determined according to the most current edition of Robert's Rules of Order.
- (c) Decisions regarding procedure shall be made by the Chair or the Vice-Chair in the absence of the Chair.
- (d) In the event of a conflict between the provisions of these Policies and Procedures and Robert's Rules of Order, the provisions of these Policies and Procedures shall prevail.

**3. ORGANIZATIONAL MEETING**

- (a) An organizational Meeting of the Board shall be held within two (2) months of Members being appointed and annually thereafter.
- (b) The Administrative Assistant shall fix the time and place for the organizational Meeting with the business of the Meeting being limited to the following.
  - (i) Selection of Chair;
  - (ii) Selection of Vice-chair;
  - (iii) Review and, if required, amendment of Policies and Procedures;
  - (iv) Review and approval of the system to assign Clerks to Hearings and Members to sit on Hearings.
- (c) The Administrative Assistant shall prepare the agenda and notify all Members in advance of the time and location of the Meeting.
- (d) Any costs associated with the organizational Meeting will be shared equally among the Municipalities.

- (e) The quorum for the organizational Meeting and any other Meetings shall be two-thirds (2/3) of the total Members. Decisions shall be made by a majority of the Members in attendance at the Meeting.

#### **4. SIGNING AUTHORITY**

- (a) An order, decision, approval or other things, made, given or issued by the Board may be signed on its behalf by the Chair or a Member authorized by the Board to sign on its behalf.
- (b) Subject to Section 4(a), a Member of a Panel selected to act as Chair for a Hearing is authorized to sign on the Board's behalf for matters regarding that Hearing.

#### **5. CLERK (ROLES AND RESPONSIBILITIES)**

- (a) The Clerk shall perform such functions as may be necessary to ensure that the Board is in full compliance with its duties respecting an appeal under the *Municipal Government Act*.
- (b) The Clerk shall attend the Hearings.
- (c) The Clerk shall keep the following records:
  - (i) notices of appeal;
  - (ii) notices of hearings and records of persons to whom they were sent;
  - (iii) copies of all written submissions to the Board;
  - (iv) a list of the names and addresses of those making submissions at a Hearing;
  - (v) Hearing minutes;
  - (vi) decision(s) of the Board;
  - (vii) reasons for the decision of the Board;
  - (viii) notices of decision and records of persons to whom they were sent;
  - (ix) all notices, decisions and orders made on appeal from the decisions of the Board; and
  - (x) such other matters as the Board may direct or the Clerk may determine.

## **6. NOTICE OF APPEAL**

- (a) Notices of Appeal must be filed with the Board in writing within the time limits set out in the Act. A Notice of Appeal will be deemed to be filed with the Board if it is filed at the office of the Municipality in which the appeal originates and addressed to the Chief Administrative Officer of the Municipality.
- (b) Within twenty-four (24) hours of receipt of a Notice of Appeal, a Municipality shall submit the Notice of Appeal to the Board and the Administrative Assistant. The Administrative Assistant shall be responsible for arranging for a Clerk to attend the Hearing and Members (including alternate Members) to sit on the Hearing, in accordance with the Board approved rotation system.

## **7. HEARINGS**

- (a) Upon receipt of a Notice of Appeal, the Board may convene a special Meeting to consider what persons are affected by the appeal and should be notified of the Hearing.
- (b) The Board shall endeavour to have all Hearings heard and decided by an odd number of Members.
- (c) The Administrative Assistant shall endeavour to have at least one alternate Member attend the Hearing. In the event that a Member assigned to the Hearing is disqualified from hearing the appeal, the alternate Member shall replace that Member on the Panel. The alternate Member shall not otherwise take part in the Hearing or deliberations.
- (d) When assigning a Clerk to a Hearing, the Administrative Assistant shall give first priority to a Clerk who is an employee of the Municipality from which the appeal originated.
- (e) Hearings shall be held in public, but the Board may deliberate and make its decision in a meeting closed to the public in accordance with Section 197 of the Act.
- (f) A request for adjournment of a Hearing may be granted at the discretion of the Board, but any adjournment must be to a specific time and date.
- (g) The Board may adjourn to a specific time and date upon its own volition to request technical information, legal opinions or other information desired by the Board.
- (h) Procedural matters not otherwise addressed in these Policies and Procedures shall be at the discretion of the Chair for that Hearing.

**8. DECISIONS**

The decision of the majority of the Members at a Hearing is deemed to be the decision of the Board.

**SCHEDULE B**  
**SCHEDULE OF FEES**

1. Each Municipality shall adopt this Schedule of Fees by bylaw.
2. Table 1: Remuneration for Members attending a Hearing:

	<b>Daily Rate (more than 4 hours)</b>	<b>Daily Rate (4 hours or less)</b>
Member	\$200.00	\$125.00

3. Table 2: Remuneration for a Clerk assigned to a Hearing (this includes pre-hearing and post-hearing functions) (Note: the remuneration is payable to the Municipality that employs the Clerk, unless the Clerk is an employee of the Municipality from which the appeal originated, in which case no remuneration is payable):

	<b>Per Appeal</b>
Clerk	\$750.00

6. Table 3: Fee for filing appeal (payable to Municipality):

<b>Type of Appeal</b>	
Subdivision	\$150.00
Development	\$150.00
Stop Order	\$150.00

7. Table 4: Travel Expense Allowance:

Shall align with Provincial Government Rates as established from time to time.

Current rates (March 2019):

<b>Mileage</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
\$0.58/km	\$9.20	\$11.60	\$20.75

## SCHEDULE C

### ELIGIBILITY FOR NEW MEMBERSHIP TO THE BOARD

Municipalities located within the area delineated below are eligible to become party to this agreement.

