
**FLAGSTAFF REGIONAL SUBDIVISION & DEVELOPMENT APPEAL BOARD
AGREEMENT**

AN AGREEMENT DATED THIS _____ DAY OF _____, 2019,

BETWEEN

THE VILLAGE OF ALLIANCE

and

THE TOWN OF DAYSLAND

and

FLAGSTAFF COUNTY

and

THE VILLAGE OF FORESTBURG

and

THE TOWN OF HARDISTY

and

THE VILLAGE OF HEISLER

and

THE TOWN OF KILLAM

and

THE VILLAGE OF LOUGHEED

and

THE TOWN OF SEDGEWICK

(Hereinafter referred to as the "Municipalities")

WHEREAS Section 627 of the *Municipal Government Act* authorizes municipalities to enter into an agreement to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the Councils for the respective Municipalities have determined that it is beneficial to establish an intermunicipal subdivision and development appeal board for the purposes of hearing appeals from decisions made by the development authority and subdivision authority of the respective Municipalities;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the Municipalities agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, the following terms shall have the following meanings, unless the context specifically requires otherwise:
- (a) “Act” means the *Municipal Government Act*, R.S.A. 2000, Chapter M-26;
 - (b) “Clerk” means the individual or individuals appointed to be the clerk of the FRSDAB;
 - (c) “Council” means the Council of any of the Municipalities;
 - (d) “Flagstaff Regional Subdivision and Development Appeal Board” or “FRSDAB” means the intermunicipal subdivision and development appeal board established by the Municipalities by this Agreement pursuant to Sections 627 and 628 of the Act;
 - (e) “Flagstaff Intermunicipal Partnership” means the intermunicipal partnership within the Flagstaff region of which the Municipalities are members;
 - (f) “Member” means a member of the FRSDAB; and
 - (g) “Municipality” or “Municipalities” means any Municipality that is a party to this Agreement.
- 1.2. All other terms used in this Agreement shall have the meaning assigned to them in the Act.

2. ESTABLISHMENT

- 2.1. The FRSDAB is hereby established.
- 2.2. The FRSDAB has all the powers, duties and responsibilities of a subdivision development appeal board under the Act and the *Subdivision and Development Regulation* passed pursuant to the Act.
- 2.3. The FRSDAB shall conduct hearings in accordance with the procedures set out in Schedule “A” which forms part of this Agreement.
- 2.4. The Members of the FRSDAB shall comply with the rules of conduct set out in Schedule “B” which forms part of this Agreement.

3. FUNCTIONS AND DUTIES

- 3.1. The FRSDAB shall hear all appeals from decisions made by the subdivision authority and the development authority of the respective Municipalities in accordance with Division 10 of Part 17 of the Act.

4. FRSDAB MEMBERSHIP

- 4.1. The Clerk shall advertise for candidates as needed. The Clerk shall review the candidate applications and provide a shortlist of candidates for appointment. The Clerk shall make reasonable efforts to attract and shortlist candidates with qualifications, skills and experience which will assist the FRSDAB in determining appeals.
- 4.2. The FRSDAB shall consist of a minimum of three Members and a maximum of seven Members.
- 4.3. Members shall be adult individuals who reside within the municipal boundaries of the Municipalities.
- 4.4. Each Municipality shall review the shortlist of candidates and if the Municipality has a concern about a candidate on the shortlist, the Municipality shall contact the Clerk to address the concern in advance of appointments.
- 4.5. Once the shortlist is reviewed, each Municipality shall by resolution of Council appoint Members on the shortlist of candidates provided by the Clerk.
- 4.6. No individual who is an employee of a Municipality or who is a subdivision authority, a development authority or a member of a municipal planning commission for a Municipality shall be appointed as a Member.
- 4.7. A Member ceases to be a Member if:
 - (a) the Member ceases to be a resident of any of the Municipalities;
 - (b) the Member becomes an employee of or a Councillor for any of the Municipalities; or
 - (c) the Municipalities remove the Member by each Municipality passing a resolution of Council to remove the Member.
- 4.8. Municipalities have the right to rescind the appointment of a Member, at their sole discretion.

- 4.9. If the Municipalities rescind an appointment, a Member resigns for any reason, or a Member ceases to be a Member, the Municipalities may appoint a new Member at any time to complete the term of appointment of the Member who resigned.
- 4.10. Members must participate in training programs approved by the Minister of Municipal Affairs. Only Members who are qualified in accordance with the Act may participate in a hearing.
- 4.11. In the event that there are insufficient Members for a hearing, the Clerk may recruit trained subdivision and development appeal board members from outside the municipal boundaries of the Municipalities (an "Alternate Member"). An Alternate Member's appointment shall be:
 - (a) ratified by a resolution of the Council of Flagstaff County or a resolution of the Council of the Village of Forestburg, as the Clerk deems efficient in order to open a hearing in accordance with the Act;
 - (b) limited to a specific hearing; and
 - (c) terminated automatically at the conclusion of the specific hearing to which the Alternate Member was appointed.

5. TERM OF APPOINTMENT

- 5.1. Members shall have a three year term of appointment.
- 5.2. Regardless of the date of appointment, a Member's term of appointment shall expire on December 31 of the last year of the Member's term of appointment.
- 5.3. Members may be reappointed for one or more additional terms but the Member must re-apply for reappointment.
- 5.4. A Member may resign by giving written notice to the Clerk.

6. FRSDAB CLERK

- 6.1. The chief administrative officer for the Town of Hardisty shall appoint an employee of the Town of Hardisty as a Clerk and the chief administrative officer for one of the other Municipalities, as agreed upon by the Municipalities, shall appoint an employee of that Municipality to act as an alternate Clerk.
- 6.2. The Clerk must participate in training programs approved by the Minister of Municipal Affairs in accordance with the Act.

- 6.3. The responsibilities of the Clerk are as follows:
- (a) ensure that all statutory requirements of the FRSDAB are met;
 - (b) inform all affected parties of the appeal hearing in accordance with the Act;
 - (c) inform all statutory parties of the appeal hearing in accordance with the Act;
 - (d) compile necessary documentation for distribution to the Members;
 - (e) attend all FRSDAB hearings;
 - (f) make and keep a record of the proceedings, which may be in the form of a summary of the evidence presented, and retain all exhibits, including all written submissions to the FRSDAB;
 - (g) communicate decisions of the FRSDAB in accordance with the Act; and
 - (h) such others matters as the FRSDAB may direct.

7. MEMBER REMUNERATION AND OTHER COSTS

- 7.1. Members shall be entitled to remuneration for attending training, preparing for a hearing, and participating in a hearing as follows:
- (a) Half day (under 4 hours) \$125.00
 - (b) Full day (over 4 hours) \$250.00
- 7.2. A Member who is elected to preside over a hearing shall be entitled to the following additional remuneration \$250.00.
- 7.3. Reimbursement for mileage and meals shall be provided in accordance with the rates set by Canada Revenue Agency (“CRA”) for the year in which the expense was incurred. A claim for reimbursement must be provided to the Clerk within 30 days of the date of the hearing to which the expenses relate and must be accompanied by receipts. Reimbursement shall be the lesser of the receipted cost of the meal or the per diem meal rate set by the CRA.
- 7.4. The Municipality from which an appeal originates shall pay all Board costs and expenses related to the appeal, including the following:
- (a) Member remuneration;

- (b) Member reimbursement for meals and mileage, if any;
 - (c) Clerk reimbursement for meals and mileage, if any;
 - (d) all administrative costs and expenses incurred in holding a hearing, including any facility rental costs; and
 - (e) any legal costs.
- 7.5. The Clerk may, in consultation with chief administration officer of the Municipality from where the appeal originates, retain legal counsel on behalf of the Board for that appeal.
- 7.6. The costs and expenses of training the Clerk and Members, including reasonable travel, mileage, meals, and accommodations, shall be shared equally by the Municipalities.
- 7.7. The Clerk shall track all hours spent carrying out the duties and functions, including but not limited to recruiting candidates, administering appeals, and running the hearing, and these costs shall be invoiced to Flagstaff Intermunicipal Partnership at a rate of \$50 per hour and in the event Flagstaff Intermunicipal Partnership ceases to exist these cost shall be invoiced to the Municipality from where the appeal originates at a rate of \$50 per hour.

8. APPEAL FILING AND FEES

- 8.1. Notices of appeal must be filed with the Municipality from which appeal originates.
- 8.2. The fee for an appeal is \$300.00, which is non-refundable.
- 8.3. A notice of appeal is not complete without payment of the appeal fee.
- 8.4. Upon receipt of a notice of appeal and appeal fee, the Municipality will retain the fee and forward the notice of appeal to the Clerk.

9. GENERAL

- 9.1. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the Municipalities.
- 9.2. This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first written above.
- 9.3. Should any Municipality wish to withdraw from this Agreement, they may do so by serving written notice on each Municipality.
- 9.4. In the event a dispute arises regarding any clause in this Agreement, the chief administrative officers of the Municipalities shall meet to consider the matter and a decision of the chief administrative officers of the Municipalities will be final.
- 9.5. This Agreement supersedes and replaces any previous FRSDAB Agreement.

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

VILLAGE OF ALLIANCE

Mayor

Date

Chief Administrative Officer

TOWN OF DAYSLAND

Mayor

Date

Chief Administrative Officer

FLAGSTAFF COUNTY

Reeve

Date

Chief Administrative Officer

VILLAGE OF FORESTBURG

Mayor

Date

Chief Administrative Officer

TOWN OF HARDISTY

Mayor

Date

Chief Administrative Officer

VILLAGE OF HEISLER

Mayor

Date

Chief Administrative Officer

TOWN OF KILLAM

Mayor

Date

Chief Administrative Officer

VILLAGE OF LOUGHEED

Mayor

Date

Chief Administrative Officer

TOWN OF SEDGEWICK

Mayor

Date

Chief Administrative Officer

SCHEDULE "A"

FLAGSTAFF REGIONAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD PROCEDURES

1. DEFINITIONS

- 1.1. 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 *Municipal Government Act*.
- (a) "Administration" means an employee or consultant of a Municipality;
 - (b) "Agreement" means the Flagstaff Regional Subdivision and Development Appeal Board Agreement dated _____, 2019;
 - (c) "Appellant" means a person who, pursuant to the Act, has served a notice of appeal on the Board;
 - (d) "Applicant" means the person who has applied for a permit or approval and whose permit or approval is being appealed;
 - (e) "Board" means the Flagstaff Regional Subdivision and Development Appeal Board and includes a Panel; and
 - (f) "Panel" means a specific panel of Members assigned to hear a specific appeal.

2. APPLICATION

- 2.1. These procedures shall apply to all hearings of the Board.

3. APPEAL PANEL

- 3.1. The Board shall hold hearings as necessary to consider and decide appeals in accordance with the Act.
- 3.2. Appeals will be heard by the Board in Panels of three Members.
- 3.3. Two or more Panels may meet simultaneously.
- 3.4. Panels shall have all the same powers, duties and responsibilities of the Board.

- 3.5. When a hearing is required in accordance with the Act, the Clerk shall canvass the Members for availability. Reasonable efforts will be made to assign Members to the Panel for an appeal who are not residents of the Municipality from where the appeal originates.
- 3.6. The Members of a Panel shall elect a Chair who shall be responsible for the conduct of the hearing and for ensuring the hearing is conducted in a fair and impartial manner, in accordance with the Act.
- 3.7. The Chair shall also be responsible for drafting the decision of the Panel.

4. APPEAL HEARINGS

- 4.1. The Board shall consider and decide all subdivision appeals, development appeals, and section 645 Stop Order appeals which have been properly filed in accordance with the Act.
- 4.2. Any information previously submitted to the development authority or subdivision authority will not be considered by the Board unless resubmitted for the hearing. The author of the submissions must be identified on the document.
- 4.3. The Board shall hear appeals in public, but it shall deliberate in private.
- 4.4. At the hearing of an appeal, if the Board desires to request further technical information, legal opinions, or other assistance, it may recess the hearing pending receipt of such information.
- 4.5. Electronic or similar recording devices shall not be used during the hearing by anyone in attendance except the Clerk.

5. HEARING PROCEDURE

- 5.1. At hearings, the following procedures will be followed, subject to the discretion of the Chair to modify these procedures as circumstances require to ensure a fair hearing:
 - (a) The Chair will open the hearing, introduce the Members of the Panel, and outline how the hearing will proceed.
 - (b) The Clerk will introduce the appeal and confirm that notice of appeal has been provided to all parties in accordance with the Act.

- (c) The Chair will ask if anyone objects to any Member of the Panel hearing the appeal and any objections may be addressed as a preliminary matter, if necessary.
 - (d) The Chair shall then call upon Administration to outline the matter under appeal and make submissions, if any.
 - (e) The Chair shall then call upon the Applicant if different from the Appellant, to make submissions, if any.
 - (f) The Chair shall then call upon the Appellant to make submissions, if any.
 - (g) The Chair shall then call upon any individuals in favour of the appeal and who are entitled to be heard by the Board in accordance with the Act to speak.
 - (h) The Chair shall then call upon any persons opposed to the appeal and who are entitled to be heard by the Board in accordance with the Act to speak.
 - (i) The Chair will then call upon the Applicant to provide closing comments, if any.
 - (j) The Chair will then call upon Administration to provide closing comments, if any.
 - (k) The Chair will then call upon the Appellant to provide closing comments, if any.
 - (l) Members may ask any presenter questions through the Chair at any time, although questions will generally be asked after the presenter has completed their submissions.
 - (m) Once Members have asked all their questions, the Chair will close the hearing.
 - (n) The Board shall deliberate and make its decision in private in accordance with the Act.
- 5.2. Submissions to the Board may be made by individuals, their agents, their consultants and their legal counsel.
- 5.3. All individuals who want to address the Board shall provide their full name, location of residence and indicate whether they are speaking on their own behalf, for another person, or for a group.

- 5.4. An individual who does not provide their identity will not be given the opportunity to address the Board.
- 5.5. The Chair may limit repetitious oral submissions.

6. SUBMISSION OF APPEAL MATERIALS

- 6.1 All appeal submissions must be provided to the Clerk at least three business days before the hearing date. Notwithstanding the foregoing, the Board has the discretion to accept late submissions.
- 6.2 The use of slides, maps, videos, and power point presentations are permitted with advance notice to the Clerk.
- 6.3 All materials submitted or shown to the Board at a hearing become the property of the Board and shall be marked as an exhibit to the appeal.
- 6.4 The Chair, in consultation with the Clerk, may set alternate timelines for providing submissions for a specific appeal, including staggered timelines for submissions by each party, if deemed necessary.

7. DECISIONS OF THE PANEL

- 7.1 Only Members present for the entire hearing shall participate in the making of a decision on any matter before the Panel. The Clerk shall not participate in making a decision on any matter before the Panel.
- 7.2 The decision of the majority of Members present at a hearing shall be deemed to be the decision of the whole Panel.
- 7.3 A decision of the Panel is deemed to be a decision of the Board.
- 7.4 The Board may make its decision with or without conditions in accordance with the Act.
- 7.5 If a hearing is recessed for any reason following the submission of evidence, the hearing may be recessed to another date when all original Members of the Panel are available. Only Members present at the original hearing shall render a decision on the appeal.
- 7.6 The Panel shall issue a written decision together with reasons for the decision in accordance with the Act.

7.7 An order, decision, approval, notice or other thing made, given or issued by the Panel shall be signed by the Chair or in the Chair's absence, the Clerk.

8. CONDUCT AT HEARINGS

8.1. All individuals who address the Board shall:

- (a) address the Board through the Chair;
- (b) maintain order and decorum; and
- (c) not applaud or otherwise interrupt any speech or action of the Members or any other individual addressing the Board.

8.2. The Chair may order that an individual who disturbs or acts improperly at a hearing by words or actions leave the hearing or be removed. The Chair may request the assistance of a Peace Officer to remove an individual.

9. MEMBER CONDUCT AT A HEARING

9.1. A Member wishing to speak at a hearing shall obtain the approval of the Chair before speaking.

9.2. When a Member or member of the public is addressing the Chair, every other Member shall:

- (a) remain quiet and seated;
- (b) not interrupt except on a point of order;
- (c) not carry on a private conversation; and
- (d) not cross between the speaker and the Chair.

SCHEDULE "B"

FLAGSTAFF REGIONAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD RULES OF CONDUCT FOR MEMBERS

Unless otherwise specified herein, all terms shall have the meaning assigned to them in the Agreement, including Schedule "A", or where not specified in the Agreement, in the *Municipal Government Act*.

1. PECUNIARY INTEREST AND BIAS

- 1.1 No Member shall participate in the hearing of any matter before the Board in which that Member has a pecuniary interest.
- 1.2 For the purposes of determining whether a Member has a pecuniary interest in the matter before the Board, all provisions of section 170 of the Act shall apply, substituting the term "Member" for the term "Councillor".
- 1.3 No Member shall participate in the hearing of any matter before the Board in which that Member has an actual or perceived bias for or against the Appellant, Applicant or any parties that appear before the Board.
- 1.4 Where a Member has a pecuniary interest in the matter before the Board, or an actual or perceived bias for or against the Appellant, Applicant or any parties that appear before the Board, that Member shall disclose that interest or bias to the Clerk as soon as possible and remove him/herself from participating as a Member in the hearing of the matter.

2. GENERAL MATTERS

- 2.1 Members shall not discuss any matter under appeal with any party to that appeal or any other persons outside of the hearing nor shall Members conduct any independent investigations of matters under appeal outside the hearing.
- 2.2 Members shall keep matters discussed in private deliberations of the Board and any legal advice provided to the Board confidential, except where required to disclose that information by law.
- 2.3 Members shall attend all hearings to which they are assigned and Members shall make every effort to diligently prepare in advance for hearings.

- 2.4 Members shall make every effort to actively participate in the hearing, deliberation and decision making process on all appeals to which they have been assigned.
- 2.5 Members shall conduct themselves in a professional manner and treat all parties, including the Clerk, with dignity and respect.
- 2.6 Members shall perform their functions and duties in a conscientious and diligent manner.
- 2.7 Where, a Member breaches these rules, the Member's appointment may be rescinded at the sole discretion of the Municipalities.