



# BYLAW

Bylaw Number: 896/20

Bylaw Name: **Intermunicipal Subdivision and Development Appeal Board**

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## A BYLAW OF THE MUNICIPALITY IN THE PROVINCE OF ALBERTA TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

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**AND WHEREAS**, the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 as amended requires the municipality to adopt a bylaw to establish a Subdivision and Development Appeal Board;

**AND WHEREAS**, the Subdivision and Development Appeal Board is authorized to render decisions on appeals resulting from decisions of the Subdivision and Development Authority in accordance with; Provincial land use policies, the subdivision and development regulations, the local land use bylaw, and statutory plans;

**AND WHEREAS**, the County of Newell and City of Brooks and the Town of Bassano and the Village of Duchess and the Village of Rosemary (the Participating Municipalities) wish to establish an Intermunicipal Subdivision and Development Appeal Board to fill that role within their municipalities;

**AND WHEREAS**, this bylaw may be cited as the Intermunicipal Subdivision and Development Appeal Board Bylaw;

**NOW THEREFORE**, the Council of the Town of Bassano in the Province of Alberta duly assembled, enacts as follows:

### **1. TITLE**

1.1 This bylaw shall be known as the **“Intermunicipal Subdivision and Development Appeal Bylaw”** Bylaw.

### **2. DEFINITIONS**

2.1 **“Act”** means the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended from time to time.

2.2 **“CAO”** means the Chief Administrative Officer of the Town of Bassano regardless of any subsequent title that may be conferred on that officer by Council or statute, or designate;

2.3 **“Clerk”** means the person or persons appointed by the Councils of the Participating Municipalities to act as Clerk of the Intermunicipal Subdivision and Development Appeal Board.

2.4 **“Council”** means the Municipal Council of the Town of Bassano.

- 2.5 **“Member”** means a member of the Intermunicipal Subdivision and Development Appeal Board.
- 2.6 **“Municipality”** means the Town of Bassano in the Province of Alberta.
- 2.7 **“Regional Pool”** means the group of Subdivision and Development Appeal Board Members duly appointed by the Councils of the Participating Municipalities.
- 2.8 **“Subdivision and Development Appeal Board (SDAB)”** means the tribunal established to act as the Intermunicipal Subdivision and Development Appeal Board.

### **3. GENERAL**

- 3.1 The purpose of this Bylaw is to authorize the Town of Bassano to enter into an Agreement to establish a SDAB
- 3.2 The SDAB shall carry out the duties and responsibilities as set out in the Municipal Government Act, R.S.A. 2000, Chapter M – 26 as amended.
- 3.3 For the purpose of this bylaw, the Regional Pool of SDAB Members shall be comprised of persons who are adult residents within the geographical boundaries of the participating municipalities.
- 3.4 Appointments to the Regional Pool for the SDAB shall be made by resolution approved from time to time by the Councils of the County of Newell and the City of Brooks and the Town of Bassano and the Village of Duchess and the Village of Rosemary. Such appointments to be made in accordance with the provisions outlined within the Agreement to establish a SDAB.
- 3.5 If a vacancy shall occur at any time, the Councils of the participating municipalities shall by resolution, appoint another person to fill the vacancy.
- 3.6 Appointments to the SDAB shall be made for a term of four years
- 3.7 Members appointed to the SDAB shall participate in and complete the mandatory training required for all SDAB members.
- 3.8 A member shall not participate in any SDAB hearing until the mandatory training is complete.
- 3.9 Council delegates authority to the CAO to assign duly appointed members from the Regional Pool for SDAB hearings. Up to Five (5) members from the Regional Pool may be selected with quorum being Three (3) members.
- 3.10 The members of the SDAB selected to hear an appeal shall elect one of themselves as chairman for that particular hearing.
- 3.11 Each member of the SDAB shall be entitled to such remuneration, travelling, and living expenses in accordance with the provisions of the Intermunicipal SDAB Agreement. Expenses shall be paid by the municipality for which the hearing is being held.
- 3.12 Council may, by resolution, appoint a Clerk who shall attend meetings of the SDAB, but shall not vote on any matter before the SDAB. In the absence of a Council appointed Clerk, the CAO for the Town of Bassano is delegated authority to appoint a SDAB Clerk for hearings.

- 3.13 A Clerk shall not be appointed by resolution of Council without the mandatory training.
- 3.14 The SDAB shall hold meetings as required pursuant to the Act on a date determined by the SDAB, and it may also hold special meetings at any time at the call of the chairman or vice-chairman.
- 3.15 The decision of the majority of the members present at a meeting shall be deemed to be the decision of the whole SDAB for the specific hearing in question.
- 3.16 The SDAB may make its orders, decisions, development permits, approvals, and may issue notices with or without conditions.
- 3.17 The SDAB may make rules to govern its hearings.
- 3.18 Members of the SDAB shall not be members of the Subdivision and Development Authority.
- 3.19 The Clerk of the SDAB shall attend all meetings of the SDAB and shall keep the following records with respect thereto:
- 3.19.1 the minutes of all meetings;
  - 3.19.2 all applications;
  - 3.19.3 records of all notices of meetings and or persons to whom they were sent;
  - 3.19.4 copies of all written representations to the SDAB;
  - 3.19.5 notes as to each representation;
  - 3.19.6 the names and addresses of those making representations at the meeting;
  - 3.19.7 the decision of the SDAB;
  - 3.19.8 the reasons for the decision of the SDAB;
  - 3.19.9 the vote of the members of the SDAB on the decision;
  - 3.19.10 records of all notices of decision and of persons to whom they were sent;
  - 3.19.11 all notices, decisions and orders made on appeal from the decision of the SDAB;
  - 3.19.12 such other matters as the SDAB may direct.
- 3.20 Any appeal filed with the Clerk of the Subdivision and Development Appeal Board shall be accompanied by the fee specified in the Schedule of Fees set by resolution of Council.

#### **4. REPEAL**

- 4.1 Bylaw No. 882/18 is repealed.

#### **5. ENACTMENT**

- 5.1 This Bylaw shall come into full force and effect, when it receives third reading and is duly signed.

**6. EFFECTIVE DATE AND READINGS**

- 6.1 This Bylaw shall take effect on the date of 3<sup>rd</sup> and final reading.
- 6.2 Read a first time this 9 day of March 2020.
- 6.3 Read a second time this 9 day of March 2020.
- 6.4 READ a third and final time this 9 day of March 2020.

**TOWN OF BASSANO**



**MAYOR**



**CHIEF ADMINISTRATIVE OFFICER**

**INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD  
AGREEMENT**

THIS AGREEMENT made in duplicate this 1st day of September, 2018

**BETWEEN:**

The City of Brooks

**OF THE FIRST PART**

-and-

The County of Newell

**OF THE SECOND PART**

-and-

The Town of Bassano

**OF THE THIRD PART**

-and-

The Village of Duchess

**OF THE FOURTH PART**

-and-

The Village of Rosemary

**OF THE FIFTH PART**

WHEREAS the Municipal Government Act, R.S.A 2000, Chapter M-26 as amended, requires the establishment of Subdivision and Development Appeal Boards;

AND WHEREAS the Municipal Government Act, R.S.A 2000, Chapter M-26 as amended, authorizes two or more Councils to jointly establish an Intermunicipal Subdivision and Development Appeal Board to exercise that function within their municipalities;

AND WHEREAS the Participating Municipalities wish to establish an Intermunicipal Regional Subdivision and Development Appeal Board that would fulfill that role within their municipalities.

NOW THEREFORE the Participating Municipalities agree as follows:

**1. DEFINITIONS**

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

- a. **"Chief Administrative Officer"** means the Chief Administrative Officer of a Participating Municipality regardless of any subsequent title that may be conferred on that officer by Council or statute, or his designate;
- b. **"Clerk"** is the person appointed to act in that role for the Intermunicipal Subdivision and Development Appeal Board in accordance with this agreement;
- c. **"Intermunicipal Subdivision and Development Appeal Board (SDAB)"** is the Board jointly appointed by the Participating Municipalities to hear appeals on subdivision and development appeals in accordance with the Municipal Government Act, RS.A. 2000, Chapter M-26 as amended;
- d. **"Member"** means a member of the Regional Subdivision and Development Appeal Board duly appointed by Participating Municipality's in accordance with the Municipal Government Act, RS.A. 2000, Chapter M-26 as amended;
- e. **"Regional Pool"** means the group of Subdivision and Development Appeal Board members duly appointed by the Councils of the Participating Municipalities.

## 2. BYLAWS

- 2.1 Each Participating Municipality shall pass a Bylaw establishing the Intermunicipal SDAB and authorizing the Participating Municipality to enter into this agreement.

## 3. MEMBERS

- 3.1 The Participating Municipalities' Chief Administrative Officers will recommend to their respective Council potential Members for the Intermunicipal SDAB. Potential Members may be either Members at Large or Elected Council Members who are not serving on the Municipal Planning Commission for the Municipality. Individuals thus appointed will form a Regional Pool from which five members will be selected to participate as a Board that hears appeals on an as need basis. The Councils for the City of Brooks and the County of Newell may each appoint up to four (4) members. The Councils of the Town of Bassano, and the Villages of Duchess and Rosemary may each appoint one (1) member. The total number of members appointed to the Regional SDAB pool will not exceed eleven (11).

- 3.2 The initial term for Members appointed to the Regional Pool shall be four (4) years. Member appointments may be extended for additional terms.
- 3.3 For a hearing within their respective municipality, the CAO for the municipality shall select a committee of five (5) Members from the Regional Pool to participate in the Hearing, with Quorum for the hearing being three (3) Members. No more than one (1) member of a Municipal Council can participate as a SDAB member for a given hearing.
- 3.4 The Participating Municipalities shall ensure that the Members receive the required training prior to the Members carrying out their functions and duties.
- 3.5 Members will be compensated for completing the training at the rate of three hundred dollars (\$300.00) per day, reimbursed for the use of their vehicle to attend the training at the annual rates prescribed by the Canadian Revenue Agency and reimbursed for other costs including meals and lodging at cost. These costs shall be shared proportionally to the number of SDAB members appointed by each Municipality in article 3.1 above
- 3.6 Compensation and expenses for Members attending hearings shall be as per Schedule "A". The Participating Municipality for which the hearing is required is responsible for the compensation and expenses of the Members for that hearing.

#### **4. CLERKS**

- 4.1 The Participating Municipalities hereby delegate the County of Newell to act as Administrative Coordinator of the Intermunicipal SDAB.
- 4.2 The Administrative Coordinator shall; organize training and ensure that each Board Member has been formally trained in their role, assist each Clerk with their duties regarding an SDAB hearing within the Participating Municipality's jurisdiction including issuing notices of decisions and advice on how to obtain a legal opinion or advice if required.
- 4.3 Each Participating Municipality must appoint a Clerk who qualifies for that appointment. In the absence of a specific appointment being made by the individual Councils of the participating municipalities, the County of Newell CAO is the Clerk of the Intermunicipal SDAB, however; in accordance with the MGA, the Newell CAO may delegate Clerk duties to those who meet the required qualifications.
- 4.4 Participating Municipalities that appoint their own Clerk shall ensure that the individual thus appointed has received the required training.

- 4.5 Each Participating Municipality for which a hearing is required is responsible for costs associated with filling the Clerk's duties.
- 4.6 The Participating Municipalities may enter into an agreement to jointly appoint one (1) Clerk to the Regional SDAB.
- 4.7 The Clerk shall receive applications for hearings, ensure the applicable complaint fee has been received and shall keep the following records:

- Notice of the hearing and of persons to whom it was sent
- Minutes of the hearing
- Names and addresses of those making representations at the hearing
- Copies of all written representations to the SDAB
- Decisions of the Regional SDAB
- Reasons for the decisions of the Regional SDAB
- Notice of the decision and of persons to whom it was sent
- Such other matters as the Regional SDAB may direct.

## **5. TERM**

- 5.1 This agreement is effective for four (4) years from the execution date and may be extended for a further four (4) year term if agreed to by the Participating Municipalities.

## **6. TERMINATION OF AGREEMENT**

- 6.1 A Participating Municipality may withdraw from this agreement at any time upon providing One Hundred and Eighty (180) days written notice to each of the other Participating Municipalities.

## **7. DISPUTE RESOLUTION**

- 7.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of the 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 the parties; or,
  - b. Arbitration – upon the agreement of the 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 Queens 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.

## **8. INDEMNIFICATION**

- 8.1 The Participating Municipalities agree, to the fullest extent permitted by law, to indemnify and hold harmless the other Participating Municipalities, their Officers, Directors and Employees against all damages, liabilities or costs arising out of matters pertaining to this agreement.
- 8.2 The Participating Municipalities are solely responsible for compliance with the outcome of any SDAB rulings within their Municipality.

## **9. INSURANCE**

- 9.1 The Participating Municipalities agree to continuously maintain, in full force and effect, throughout the term of this agreement, a comprehensive general liability insurance policy with a limit of not less than \$2,000,000 per occurrence. Each Participating Municipality agrees to arrange for its insurer to provide the Administrative Coordinator of the Regional SDAB with thirty (30) days written notice of the expiry or termination of the insurance policy. Each Participating Municipality agrees to provide the Administrative Coordinator of the Regional SDAB with a copy of the detailed insurance certificate.

## **10. NOTICES**

- 10.1 Any notice to be given by one party to the other shall be mailed or personally delivered to the receiving party at the appropriate address shown below:

City of Brooks	County of Newell
Box 879	Box 130
Brooks, Alberta	Brooks, Alberta
T1R 1B7	T1R 1B2

Town of Bassano	Village of Duchess	Village of Rosemary
Box 299	Box 158	Box 128
Bassano, Alberta	Duchess, Alberta	Rosemary, Alberta
T0J 0B0	T0J 0Z0	T0J 2W0

Either party may change its address for purposes of this agreement by providing written notice of its new address to the other party.

## **11. FORCE MAJEURE**

- 11.1 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 the parties.

## **12. SINGULAR AND MASCULINE**

- 12.1 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.

## **13. GOVERNING LAW**

- 13.1 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.

## **14. INTERPRETATION**

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

## **15. SUCCESSORS**

- 15.1 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.

## **16. ENTIRE AGREEMENT**

- 16.1 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.
- 16.2 This Agreement shall be reviewed annually by the Chief Administrative Officer's or their designate of the participating municipalities, and if so

reviewed that review be undertaken and completed no later than November 30<sup>th</sup>.

**17. EFFECTIVE DATE**

17.1 This Agreement becomes effective September 1, 2018.

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

SEAL

**City of Brooks**

\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

SEAL

**County of Newell**

*[Signature]*  
\_\_\_\_\_  
Reeve

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

SEAL

**Town of Bassano**

*[Signature]*  
\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

SEAL

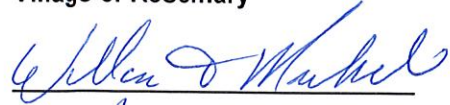
**Village of Duchess**

*[Signature]*  
\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
Chief Administrative Officer

SEAL

Village of Rosemary



Mayor 

Chief Administrative Officer

Schedule "A"

Schedule of Compensation for Regional Subdivision  
Development Appeal Board Members

\$150.00 For meetings, related to SDAB, of a duration not exceeding four (4) hrs including travel time.

\$300.00 For meetings, related to SDAB, of a duration exceeding four (4) hrs including travel time.

Mileage: Mileage will be reimbursed for the use of their vehicle to attend hearings at the annual rates prescribed by the Canadian Revenue Agency.

Meals: Meals will be reimbursed without receipts to a maximum allowance (including all taxes and gratuities) as follows:

- Breakfast \$15.00
- Lunch \$20.00
- Dinner \$30.00