

Village of Marwayne

Intermunicipal Subdivision and Development Appeal Board Bylaw No. 585-22



A BYLAW OF THE VILLAGE OF MARWAYNE TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD.

WHEREAS Section 627 of the *Municipal Government Act (MGA)*, R.S.A. 2000, Chapter M-26, as amended, authorizes a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the agreement must provide for the function, duties, procedures and conduct of the intermunicipal subdivision and development appeal board and its members; and

AND WHEREAS the Council of the Village of Marwayne deems it necessary to establish an intermunicipal subdivision and development appeal board to hear subdivision and development appeals within the municipal boundaries of the Village of Marwayne and other participating municipalities.

NOW THEREFORE the Council of the Village of Marwayne, in the Province of Alberta, duly assembled hereby enacts as follows:

1. TITLE

- 1.1. This Bylaw may be cited as the "Intermunicipal Subdivision and Development Appeal Board Bylaw".

2. ESTABLISHMENT

- 2.1. The Village of Marwayne is hereby authorized to enter into an agreement, in the form attached in Schedule "A" to this Bylaw, to establish an Intermunicipal Subdivision and Development Appeal Board and provide for the following:
 - a. The hearing of subdivision and development appeals within the boundaries of the participating municipalities;
 - b. The function and duties of the Intermunicipal Subdivision and Development Appeal Board, and;
 - c. The procedure and conduct of the Intermunicipal Subdivision and Development Appeal Board and its members.
- 2.2 Council hereby authorizes the appointment of members to the Intermunicipal Subdivision and Development Board and Development Appeals Board in accordance with the agreement attached as Schedule "A" to this Bylaw.

3. GENERAL PROVISIONS

- 3.1. Bylaw No. 395-95 and all amendments thereto are hereby repealed.

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- 3.2. Should any provision of this Bylaw become invalid, void, illegal or otherwise unenforceable, it shall be considered separate and severable from the Bylaw and the remainder shall remain in force and be binding as though such provision had not been invalid.
- 3.3. This Bylaw shall come into force and effect upon the date it is passed.

READ A FIRST TIME IN COUNCIL THIS 7TH DAY OF FEBRUARY, 2022.

READ A SECOND TIME IN COUNCIL THIS 7TH DAY OF MARCH, 2022.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 21ST DAY OF MARCH, 2022.

Chris Neureuter, Mayor

Shannon Harrower, CAO



SCHEDULE "A"

**INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD AGREEMENT DATED THIS ____
DAY OF _____, 2022 (the "Effective Date")**

BETWEEN

COUNTY OF VERMILION RIVER
(the "County")

- and -

CITY OF LLOYDMINSTER
("Lloydminster")

- and -

TOWN OF VERMILION
("Vermilion")

-and

VILLAGE OF KITSCOTY
("Kitscoty")

- and -

VILLAGE OF MANNVILLE
("Mannville")

VILLAGE OF PARADISE VALLEY
("Paradise Valley")

- and -

VILLAGE OF MARWAYNE
("Marwayne")

(hereinafter collectively referred to as the "Municipalities")

WHEREAS the County, Vermilion, Kitscoty, Mannville, Paradise Valley and Marwayne are municipal corporations pursuant to the *Municipal Government Act*, RSA 2000, c. M-26;

AND WHEREAS Lloydminster is a municipal corporation pursuant to the *City of Lloydminster Act* and the Lloydminster Charter;



WHEREAS Part 17, 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 Section 7(2) of the Lloydminster Charter declares Part 17 of the *Municipal Government Act* to be an approved enactment and to apply to the entirety of the City of Lloydminster, except in respect of intermunicipal disputes and subdivision and replotting in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan;

AND WHEREAS the Councils for the respective Municipalities have determined that it is appropriate to establish an Intermunicipal Subdivision and Development Appeal Board for the purposes of hearing appeals from subdivision and development appeals as set out herein;

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. **"Appointing Municipality"** means the Municipality responsible for appointing Members of the ISDAB pursuant to Section 5 of this Agreement.
- c. **"Assisting Municipality"** means a Municipality providing administrative resources for an ISDAB Hearing at the request of an Originating Municipality.
- d. **"Clerk"** means a person appointed to act as Clerk for the ISDAB.
- e. **"Council"** means a Council of a Municipality.
- f. **"Intermunicipal Subdivision and Development Appeal Board" ("ISDAB")** means the appeal board established by the Municipalities by this Agreement pursuant to s. 627 and 628 of the Act.
- g. **"Member"** means a member of the ISDAB.
- h. **"Originating Municipality"** means the Municipality within which a subdivision or development appeal arises for which the applicable appeal fee has been paid.
- i. **"Planning and Development Act"** means the *Planning and Development Act*, 2007, S.S. 2007, c. P-13.2;
- j. **"Quorum"** means three (3) members of the ISDAB to act at a hearing.

All other terms used in this Agreement shall have the meaning assigned to them in the Act.



2. TERM OF AGREEMENT

- a. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 2 herein.
- b. A Municipality may withdraw from the ISDAB at any time by providing one (1) year's written notice of termination to each of the other Municipalities. In the event of the withdrawal of a Municipality pursuant to this subsection, the ISDAB shall continue and this Agreement shall remain in full force and effect with respect to the remaining Municipalities.

3. ESTABLISHMENT

- a. The Intermunicipal Subdivision and Development Appeal Board is hereby established.
- b. The ISDAB has all the powers, duties and responsibilities of a Subdivision Development and Appeal Board under the Act and the Subdivision and Development Regulations passed pursuant to the Act.
- c. The ISDAB Procedures as set out in Schedule "A" are incorporated into and shall form part of this Agreement.

4. FUNCTION AND DUTIES

- a. The ISDAB shall hear all subdivision and development appeals arising within the Municipalities, as set out in Part 17, Division 10 of the Act, in accordance with the requirements of the Act and this Agreement; provided however that the ISDAB shall not be required to or have the authority to hear subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan unless designated and appointed by City Council to do so in accordance with subsection (d) herein.
- b. The Municipalities acknowledge and agree that City Council may from time to time designate and appoint the ISDAB as the Development Appeals Board for the City pursuant to the Planning and Development Act hear subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan as required from time to time.
- c. The ISDAB shall, if designated and appointed by City Council as the Development Appeals Board for the City pursuant to the Planning and Development Act also hear subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan as required from time to time, in accordance with the requirements of the Planning and Development Act.

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5. APPOINTING MUNICIPALITY

- a. The City of Lloydminster shall be the Appointing Municipality for the first three (3) years of the Term of this Agreement (the "Initial Appointment").
- b. Following the expiry of the Initial Appointment Term, the Municipalities shall from time to time select a Municipality to act as the Appointing Municipality (a "Subsequent Appointment"), subject to the selected Municipality's consent. The term of a Subsequent Appointment shall be established by the Municipalities.

6. MEMBERSHIP

- a. The ISDAB shall consist of seven (7) Members at large appointed by resolution of the Council for the Appointing Municipality of whom no more than one can be a Member of Council of a participating Municipality.
- b. Members shall have:
 - i. Good communication and interpersonal skills;
 - ii. The ability to maintain impartiality, consider arguments, analyze issues or contribute to writing decisions;
 - iii. A basic familiarity with the ISDAB's jurisdiction and its relationship to the municipality, and;
 - iv. Knowledge and/or experience that will assist the ISDAB in determining appeals before it.
- c. Council for the Appointing Municipality shall make reasonable efforts to attract candidates and appoint Members who are resident in each of the participating Municipalities. Notwithstanding the foregoing, Council for the Appointing Municipality may appoint a Member who is not a resident of any of the participating Municipalities if:
 - i. The Appointing Municipality does not receive a sufficient number of applications from candidates who are residents of the participating Municipalities, or;
 - ii. In the opinion of Council for the Appointing Municipality the Member has particular qualifications, skills or experience which will assist the ISDAB in determining appeals before it.
- d. Up to three (3) Members may be appointed by resolution of the Council for the Appointing Municipality as alternate Members to fill a vacancy on the ISDAB caused by an absence, retirement or resignation of a Member at large, to allow the ISDAB to continue to conduct business to ensure quorum requirements are fulfilled.



- e. No person shall be appointed as a Member of the ISDAB who is an employee of a participating Municipality, carries out subdivision and development powers, duties and functions on behalf of a participating Municipality or is a member of a Municipal Planning Commission of a participating Municipality.
- f. In the event a Member vacancy occurs on the ISDAB, Council for the Appointing Municipality may by resolution appoint an individual to hold office for the remainder of the term of the vacated Member position.
- g. Council for the Appointing Municipality may, by resolution remove a Member from the ISDAB at any time if:
 - i. In the majority opinion of Council for the Appointing Municipality or the majority opinion of the ISDAB, a Member is not performing their duties satisfactorily in accordance with this Agreement and the Act, or;
 - ii. A Member is absent for more than three (3) consecutive meetings of the ISDAB without reasonable excuse.
- h. In the event Council for the Appointing Municipality or the ISDAB has determined the removal of a Member is being considered, Council for the Appointing Municipality must give the Member or the Member's representative a reasonable opportunity to be heard by Council for the Appointing Municipality and thereafter provide the Member with a decision in writing with reasons. ISDAB
- i. Council for the Appointing Municipality may, by resolution, appoint additional Members to the ISDAB for a specific short period of time, as the Council for the Appointing Municipality sees fit, in order to ensure that the ISDAB will have a quorum for a meeting and/or a hearing.
- j. Members are expected to participate in any training offered by the Municipalities or the Province, to assist them in carrying out their duties as Members of the ISDAB.
- k. Members shall adhere to the Member Rules of Conduct as set out in Schedule "B" to this Agreement.

7. TERM OF OFFICE

- a. The term of office for Members shall be three (3) years.
- b. Members may be reappointed by Council of the Appointing Municipality for one (1) or more additional terms subject to their written application to do so in accordance with an advertised request for ISDAB Members.
- c. Any Member may resign from his position on the ISDAB by sending written notice to the Chair of the ISDAB and Council for the Appointing Municipality
- d. The Chair and Vice Chair may resign from their positions on the ISDAB by sending written notice to Council for the Appointing Municipality



8. ISDAB CLERK

- a. Each Municipality's Chief Administrative Officer may designate one or more person(s) to act as Clerk for the ISDAB in their respective Municipality.
- b. The responsibilities of the Clerk for the ISDAB are as follows:
 - i. ensure all statutory requirements of the ISDAB are met,
 - ii. inform all statutory parties of the appeal hearing in accordance with the Act;
 - iii. inform all affected parties of the appeal hearing in accordance with the Act;
 - iv. compile all necessary documentation for distribution to the Members;
 - v. attend all ISDAB appeal hearings;
 - vi. provide services for the recording of the proceedings of the ISDAB and for retention of exhibits, including all written submissions to the ISDAB;
 - vii. prepare the minutes for the ISDAB hearing, including the names and addresses of all parties making representations to the ISDAB;
 - viii. communicate decisions of the ISDAB to the affected parties in accordance with the Act; and
 - ix. such other matters as the ISDAB may direct.
- c. In the case of subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan, the responsibilities of the Clerk for the ISDAB, as set out in subsection (b) herein, shall be subject to such modifications as are required to comply with the requirements of the Planning and Development Act.

9. MEMBER REMUNERATION

- a. Members shall be entitled to such remuneration, travelling and other expenses, as may be fixed from time to time by Council for the Appointing Municipality

10. ADMINISTRATION

- a. The Appointing Municipality will provide the administrative resources, including the ISDAB Clerk, for ISDAB hearings. Notwithstanding the foregoing, an Originating Municipality may request that another Municipality act as an Assisting Municipality and provide the administrative resources, including the ISDAB Clerk, for an ISDAB hearing.
- b. In the event that a Municipality agrees to act as an Assisting Municipality for an ISDAB hearing the Originating Municipality shall be required to reimburse the Assisting Municipality in accordance with Section 9 (ISDAB Costs) of this Agreement.



- c. The fee for an appeal will be the fee as set by the Council of the Originating Municipality, as the case may be, from time to time. A refund of the appeal fee may be granted by the Originating Municipality in its sole discretion if a withdrawal is received in writing and has been delivered to the Clerk prior to notifications of the appeal hearing being sent out provided however that nothing in the foregoing shall relieve the Originating Municipality's from its responsibility for the costs of the appeal in accordance with Section 11 (ISDAB Costs) of this Agreement.
- d. ISDAB hearings will be held at the municipal office of the Originating Municipality or such other location as determined by the Originating Municipality or Assisting Municipality, as the case may be, and advertised in accordance with the Act or Planning and Development Act from time to time.

11. ISDAB COSTS

- a. Each Municipality shall pay an administrative fee in the amount of two hundred fifty (\$250.00) dollars per annum throughout the term of this Agreement (the "Annual Fee") to the Appointing Municipality, as contribution to the Appointing Municipality's administrative and other costs and expenses with respect to the appointment of Members and general operations of the ISDAB. The Annual Fee shall be payable by each of the Municipalities no later than the 30th day of March during each year of the Term of the Agreement regardless of whether or not an appeal has been filed in a Municipality in any given year, and is in addition to and does not replace the costs and expenses referred to in paragraphs (b) and (c) below.
- b. All costs and expenses incurred by the Appointing Municipality with respect to training ISDAB Members, including administrative costs and any legal or other fees the Appointing Municipality may incur (the "Training Costs"), shall be paid by each of the Municipalities to the Appointing Municipality on a cost recovery basis. The Training Costs shall be payable by the Municipalities on a pro rata basis, with each Municipality paying an equal share of such costs.
- c. All ISDAB costs and expenses which relate to a particular appeal, including the administrative cost of holding the hearing and any legal or other fees the ISDAB may incur, shall be paid by the Originating Municipality to an Assisting Municipality on a cost recovery basis.

12. GENERAL

- a. Headings in this Agreement are for reference purposes only.
- b. Words in the masculine gender will include the feminine gender whenever the context so required and vice versa.
- c. Words in the singular shall include the plural or vice versa whenever the context so requires.

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- d. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

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

COUNTY OF VERMILION RIVER

Per: _____
Reeve

Per: _____
Chief Administrative Officer

CITY OF LLOYDMINSTER

Per: _____
Mayor

Per: _____
Chief Administrative Officer

TOWN OF VERMILION

Per: _____
Mayor

Per: _____
Chief Administrative Officer

VILLAGE OF MARWAYNE

Per: _____
Mayor

Per: _____
Chief Administrative Officer

VILLAGE OF KITSCOTY

Per: _____
Mayor

Per: _____
Chief Administrative Officer

VILLAGE OF MANNVILLE

Per: _____
Mayor

Per: _____
Chief Administrative Officer

VILLAGE OF PARADISE VALLEY

Per: _____
Mayor

Per: _____
Chief Administrative Officer



SCHEDULE "A"

INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD 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 *Municipal Government Act*, RSA. 2000, Chapter M-26, as amended (the "Act").

- 1.1. **"Agreement"** means the Intermunicipal Subdivision and Development Appeal Board Agreement dated the Effective Date of the ISDAB Agreement.
- 1.2. **"Appellant"** means a person who, pursuant to the Act, has filed a notice of appeal with the Intermunicipal Subdivision and Development Appeal Board and paid the applicable appeal fee.
- 1.3. **"Board"** means the ISDAB.
- 1.4. **"Clerk"** means the person(s) appointed to act as Clerk for the ISDAB.

2. APPLICATION

- 2.1 These procedures shall apply to all meetings of the ISDAB.

3. TRAINING

- 3.1 All Members shall receive training as ISDAB Members in accordance with the requirements of the Act.
- 3.2 The ISDAB may retain legal counsel to provide training or advice before, during or after a hearing as the case may be, the costs of which shall be paid by the Municipality within which the appeal arises in accordance with Section 11 (ISDAB Costs) of the Agreement.

4. PANEL AND CHAIR

- 4.1 When a hearing is required, the panel of Members to hear the appeal will be appointed by the Clerk of the ISDAB based on Member availability and experience.
- 4.2 The Clerk will use his/her best efforts to appoint to the panel a Member residing in the Municipality from which the appeal originated.
- 4.3 The ISDAB will appoint a Chair and Vice-Chair during the first meeting of the ISDAB in each calendar year during the term of this Agreement.
- 4.4 The Chair 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 rules for such hearings as set out in the Act and the rules of natural justice.



4.5 If the Chair is absent for any reason from a hearing, the Vice Chair shall preside.

5. QUORUM

5.1 Three (3) Members shall constitute a quorum of the Board.

6. DECISIONS

6.1 Only Members present for the entire hearing shall participate in the making of a decision on any matter before the Board. The Clerk shall not participate in the making of a decision on any matter before the Board.

6.2 The decision of the majority of Members present at the meeting shall be deemed to be the decision of the whole Board. In the event of a tie vote, the appeal shall be denied.

6.4 If an appeal is recessed for any reason following the submission of evidence, the appeal hearing may be recessed to the next scheduled meeting or to a scheduled meeting. However, only those Members present at the original hearing shall render a decision of the matter.

6.5 An order, decision, approval, notice or other thing made, given or issued by the Board shall be signed by the Chair or Vice Chair or his or her designate.

7. APPEAL HEARINGS AND PROCEDURE

7.1 The Board shall hear, consider and decide all subdivision and development appeals arising within the Municipalities, as set out in Part 17, Division 10 of the Act, in accordance with the requirements of the Act and the Agreement; provided however that the ISDAB shall not be required to or have the authority to hear subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan unless designated and appointed by City Council to do so in accordance with the Agreement.

7.2 The Board shall, if so required by the Agreement, hear, consider and decide all subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan in accordance with the requirements of Planning and Development Act.

7.3 Members of the public in attendance at a hearing:

(a) shall address the board through the Chair;

(b) shall maintain order and quiet; and

(c) shall not applaud or otherwise interrupt any speech or action of the Members or any other person addressing the Board.

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- 7.4 The Chair may order a member of the public who disturbs or acts improperly at a hearing by words or actions be removed. The Chair may request assistance from a Peace Officer to remove the person.



SCHEDULE "B"

ISDAB MEMBER RULES OF CONDUCT

1. No Member shall participate in the hearing of any matter before the Board in which that Member has a pecuniary interest.
2. For the purposes of determining whether a Member has a pecuniary interest in the matter before the Board, all provisions of s. 170 of the Act shall apply, substituting the term "Member" for the term "Councillor".
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 or any parties that appear before the Board.
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 or any parties that appear before the Board, that Member shall disclose that interest or bias to the Board and Clerk as soon as possible and remove him/herself from participating as a Board Member in the hearing of the appeal.
5. When hearing subdivision appeals in respect of land situated in the part of the City of Lloydminster located in the Province of Saskatchewan in accordance with the requirements of Planning and Development Act, Members shall ensure that they comply with the requirements of s. 2(2) of the Planning and Development Act as they relate to conflict of interest and financial interests.
6. Members shall:
 - (a) not discuss any matter under appeal with any party to that appeal, outside of the formal hearing process;
 - (b) keep *in camera* discussions of Board and legal advice provided to the Board confidential, except where required to disclose that information by law;
 - (c) attend all Board hearings to which he or she has been assigned unless prior written consent has been received from the Chair; and
 - (d) participate in the deliberation and decision making process on all matters to which he or she has been assigned and has attended the public hearing for.