

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON TUESDAY OCTOBER 9, 2018 AT 5:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

1	Call to Order Regular Council Meeting & Record of Attendance	
2.	Agenda	1
3.	Minutes	
3.1	Minutes of Regular Council Meeting September 25, 2018	2-8
4.	Public Hearings - None	
5.	Delegations	
5.1	Stacey Johnson – Drainage Options	9-13
5.2	Rebekah Seidel – Alberta’s Rural Health Professions Action Plan	14-26
5.3	Brix Construction	27-28
5.4	Steffen Olsen – Rimbey Lions Club Sidewalk	29-30
6.	Bylaws	
6.1	Committee of the Whole	31-35
7.	New and Unfinished Business	
7.1	Subdivision and Development Appeal Board	36-66
8.	Reports	
8.1	Department Reports	
8.1.1	Director of Finance – Accounts Payable Listings	67-68
8.2	Boards/Committee Reports	69
8.2.1	Tagish Engineering Project Status Update to Sept 13, 2018	70-72
9.	Correspondence - None	
10.	Open Forum <small>(Bylaw 939/18– Council Procedural Bylaw Part XXI 1.The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.</small>	
11.	In Camera	
11.1	FOIP Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act – Library Board Member Application	
12.	Adjournment	

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON
TUESDAY, SEPTEMBER 25, 2018 IN THE COUNCIL CHAMBERS OF THE
TOWN ADMINISTRATION BUILDING

1. Call to Order Mayor Pankiw called the meeting to order at 5:00 pm, with the following in attendance:

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
Chief Financial Officer – Wanda Stoddart
Director of Public Works – Rick Schmidt
Director of Community Services – Cindy Bowie(5:20 pm)
Planning and Development Officer - Liz Armitage
Recording Secretary – Kathy Blakely

Absent:
Councillor Coulthard
Chief Administrative Officer – Lori Hillis, CPA, CA

Public:
Treena Mielke - Rimbey Review (5:05 pm)
0 members of the public
Craig Teal - Delegation

2. Adoption of Agenda 2.1 September 25, 2018 Agenda

Motion 294/18

Moved by Councillor Curle to accept the Agenda for the September 25, 2018 Regular Council Meeting, as presented.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

3. Minutes 3.1. Minutes of Regular Council September 11, 2018

Motion 295/18

Moved by Councillor Payson to accept the Minutes of the Regular Council Meeting of September 11, 2018, as presented.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4. Public Hearings 4.1 Public Hearings - None

5. Delegations 5.1 Craig Teal – Regional Subdivision and Development Appeal Board

Mayor Pankiw welcomed Mr. Teal to the Council Meeting.

Mr. Teal provided a power point presentation to Council regarding a Regional Subdivision and Development Appeal Board. He outlined the concepts with option A, a shared pool of Board members with the municipality providing its own clerk and support staff and option B, a shared pool of board members and a shared pool of clerks and support staff. The Regional SDAB would be established and supported by existing entities. It would have an Administrative Committee which would be a panel of CAO's from participating municipalities.

Their role would be to select Board members, set policies and procedures for operating the SDAB and appeals. There are no standing annual meetings and they would primarily be for startup for the initial recruitment and policies.

A pool of 12 Board members would be recruited and trained for a 3 year term. Selection criteria would be established by the Administrative Committee and Councils authority to appoint Board Members would be delegated to the Administrative Committee. The Board Selects is own Chair and Vice Chair who will normally be the Presiding Officer for an appeal.

The Appointment of the Clerk would be delegated by Council to the Administrator (PCPS – Parkland Community Planning Services) who can then sub-delegate. If the municipality chooses the option to have a planner as a clerk, it would be a PCPS staff. If the municipality chooses the option to use a non-planner as a clerk, it would be a municipal employee from a participating Municipality. The Administrator (PCPS) would appoint a clerk for an appeal based on the options selected by the CAO of the municipality having the appeal.

Cost for the Regional SDAB are based on three year budget estimates and then averaged for annual fees. Option A is estimated at \$410 per year if 12 municipalities participate and drop to \$300 per year if 20 or more municipalities participate. Options B is estimated at \$250 per year if 12 municipalities participate and drops to \$180/year if 20 or more municipalities participate. Option B is over and above option A. A max total of \$660.00 to participate in a Regional SDAB.

The Municipality having the appeal bears all the direct costs related to the appeal hearing, such as Board Member per diems and expenses, hourly charges for Clerks, Legal expenses, audio and digital recording and transcript expenses, printing, venue rental, advertising, etc.

The Municipality sets the appeal fees and retains any fees paid by the appellant.

The proposed timelines for the creation of the Regional SDAB is to receive confirmation of participation from each municipality by October 19, 2018. The Recruiting Committee would let out recruitment criteria, recruiting and selection of Board Members by November 30, 2018 and Training in January of 2019.

Mayor Pankiw thanked Mr. Teal for his presentation.

Motion 296/18

Moved by Councillor Curle to accept the presentation from Mr. Craig Teal regarding a Regional Subdivision and Development Appeal Board, as information.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

6. Bylaws

6.1 947/18 Committee of the Whole

Motion 297/18

Moved by Councillor Rondeel to give first reading to 948/18 Committee of the Whole Bylaw.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7. New and Unfinished Business

7.1 Franchise Fees – Atco Gas and PipelinesMotion 298/18

Moved by Mayor Pankiw to leave the Atco Gas and Pipelines Ltd Franchise Fee at 26% for the year 2019.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.2 Franchise Fees – Fortis AlbertaMotion 299/18

Moved by Councillor Curle to accept the Fortis Alberta Franchise Fee increase of 1% from 15% to 16% for the 2019 year.

In Favor

Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed
Mayor Pankiw

CARRIED

7.3 Organizational Meeting DateMotion 300/18

Moved by Councillor Payson to hold the Council Organizational Meeting at 5:00 pm on Tuesday, October 23, 2018, in the Council Chambers located in the Town of Rimbey Administration Office, 4938 50 Avenue, Rimbey, Alberta.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

Motion 301/18

Moved By Councillor Rondeel to hold a Regular Meeting of Council at 5:30 pm on Tuesday, October 23, 2018, in the Council Chambers located in the Town of Rimbey Administration Office, 4938 50 Avenue, Rimbey, Alberta.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.4 Subdivision and Development Appeal BoardMotion 302/18

Moved by Mayor Pankiw to table discussion regarding the Subdivision and Development Appeal Board to the Regular Meeting of Council scheduled for Tuesday, October 9, 2018.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.5 Subdivision and Development Appeal Board DecisionMotion 303/18

Moved by Councillor Curle to accept the Subdivision and Development Appeal Board Decision dated September 14, 2018, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.6 North East Lagoon Outlet Ditch UpgradeMotion 304/18

Moved by Councillor Rondeel to approve the recommendation from Tagish Engineering Ltd. to award the contract for the North East Lagoon Outlet Ditch Upgrade, as duly submitted, to SmithIron Earthworks Ltd. for the tendered price of \$519,157.37, including GST.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.7 Evergreen Trail SubdivisionMotion 305/18

Moved by Councillor Curle to approve subdivision file TR/18/01 for the Evergreen Trail Subdivision contingent on the following list of conditions:

1. Engage an Alberta Land Surveyor to prepare a plan of subdivision to be registered at Land Titles Office based on the drawing prepared by Tagish Engineering Ltd. dated February 28, 2018. On completion of the survey plan, the surveyor must submit the plan to the Town of Rimbey for endorsement.
2. Any outstanding taxes on the property are to be paid in full.
3. Prepare a deferred reserve caveat for Lot 1, Block 1, Plan 042 4165 indicating the remaining Municipal Reserve required at time of future subdivision.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.8 Parkland Regional Library 2019 Proposed BudgetMotion 306/18

Moved by Councillor Payson approve the Parkland Regional Library 2019 Proposed Budget estimated requisition for the Town of Rimbey at \$8.25 per capita, for an estimated total of \$21,178.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

7.9 Rimbey Chamber of Commerce Sponsorship RequestMotion 307/18

Moved by Councillor Payson to approve the request from the Rimbey Chamber of Commerce for the Town of Rimbey to be the sponsor of the Lifetime Achievement Award for 2018 with a cost of \$200.00 and the funds to come from the Community Events Grant.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

8. Reports

8.1 Department Reports

- 8.1.1 Chief Administrative Officer's Report
- 8.1.2 Chief Financial Officer's Report
- 8.1.3 Director of Public Works Report
- 8.1.4 Director of Community Services Report
- 8.1.5 Planning and Development Officer Report
- 8.1.6 Bylaw Enforcement Report

Motion 308/18

Moved by Councillor Curle to accept the department reports, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

8.2 Boards/Committee Reports

- 8.2.1 Tagish Engineering Project Status Update to August 30, 2018
- 8.2.2 Subdivision and Development Appeal Board Minutes of Sept 11, 2018
- 8.2.3 Beatty Heritage House Society Minutes of August 6, 2018
- 8.2.4 Rimoka Housing Foundation Minutes of June 20, 2018

Motion 309/18

Moved by Councillor Payson to accept the Tagish Engineering Project Status Update to August 30, 2018, the Subdivision and Development Appeal Board Minutes of Sept 11, 2018, the Beatty Heritage House Society Minutes of August 6, 2018, and the Rimoka Housing Foundation Minutes of June 20, 2018, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

8.3 Council Reports

- 8.3.1 Mayor Pankiw's Report
- 8.3.2 Councillor Coulthard's Report
- 8.3.3 Councillor Curle's Report
- 8.3.4 Councillor Payson's Report
- 8.3.5 Councillor Rondeel's Report

Motion 310/18

Moved by Councillor Curle to accept the reports of Council, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

9. Correspondence Correspondence

- 9.1 Alberta Municipal Affairs
- 9.2 Alberta's Rural Health Professions Action Plan Municipal Affairs

Motion 311/18

Moved by Councillor Rondeel to accept the correspondence from Alberta Municipal Affairs and Alberta's Rural Health Professions Action Plan, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

10. Open Forum 10.1 Open Forum

No members of the public were present at the Council Meeting

11. In Camera In Camera – None

9. Adjournment

Motion 312/18

Moved by Councillor Rondeel to adjourn the meeting.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

Time of Adjournment: 6:25 pm.

MAYOR RICK PANKIW

CHIEF ADMINISTRATIVE OFFICER LORI HILLIS



TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	5.1
Council Meeting Date	October 9, 2018
Subject	Delegation – Stacey Johnson – Drainage Options
For Public Agenda	Public Information
Background	Stacey Johnson has requested to speak with Council to present information regarding water drainage options for Council to consider.
Recommendation	Administration recommends Council accept the presentation from Stacey Johnson of Johnson Estates regarding water drainage options, as information.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

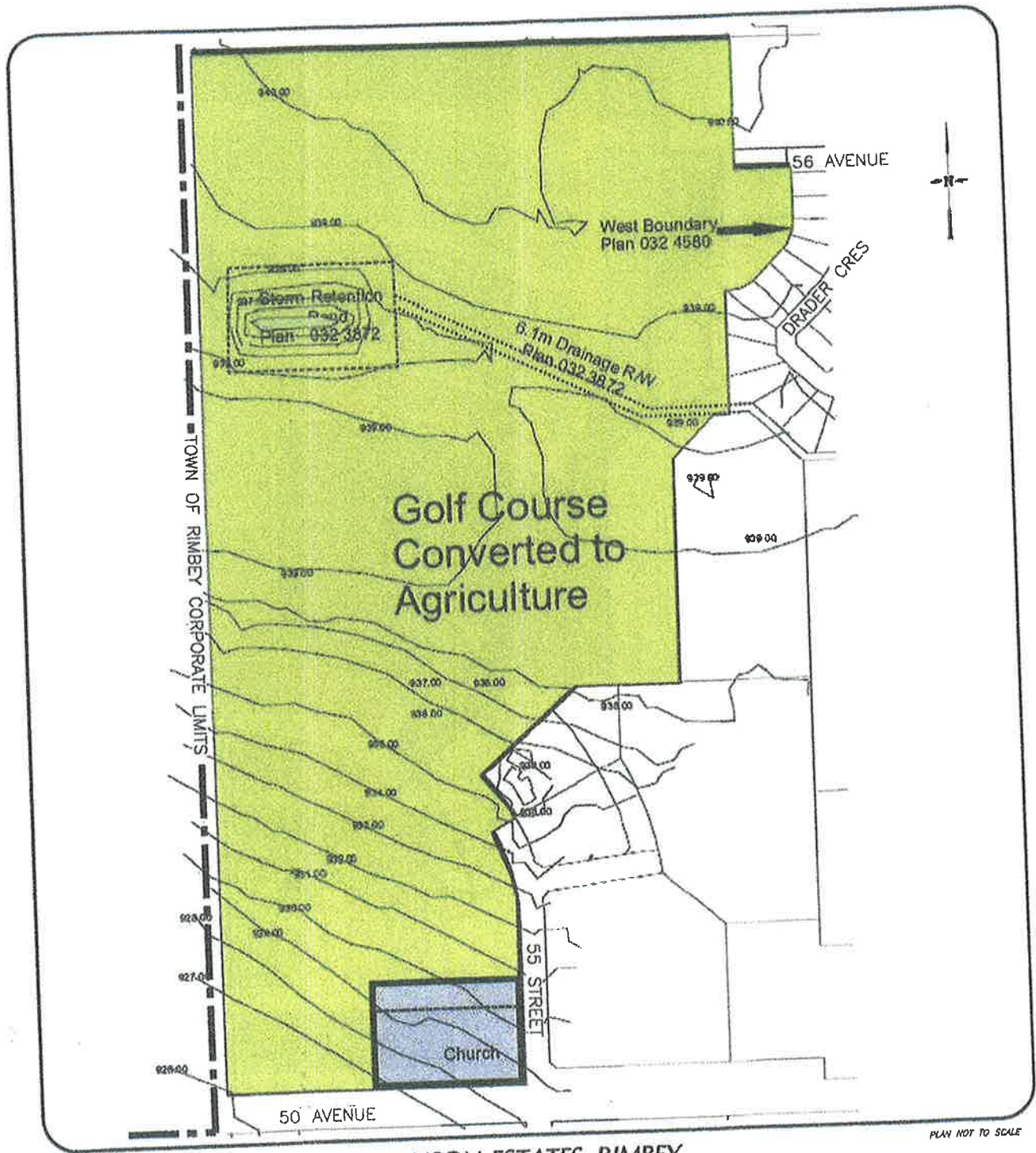
Date

Kathy

From: Alvin Johnson *FOIP 176)*
Sent: Monday, August 27, 2018 11:15 AM
To: Kathy
Subject: October 9, 2018 Town Council Meeting

I would like to attend the Rimbey Town Council meeting on October 9, 2018 to address Council. As one of the landowners of the lands on the west side of Rimbey I would like to present information regarding water drainage options available for Council to consider. Can you please add my item to your meeting agenda.

Thank-you,
Stacey Johnson

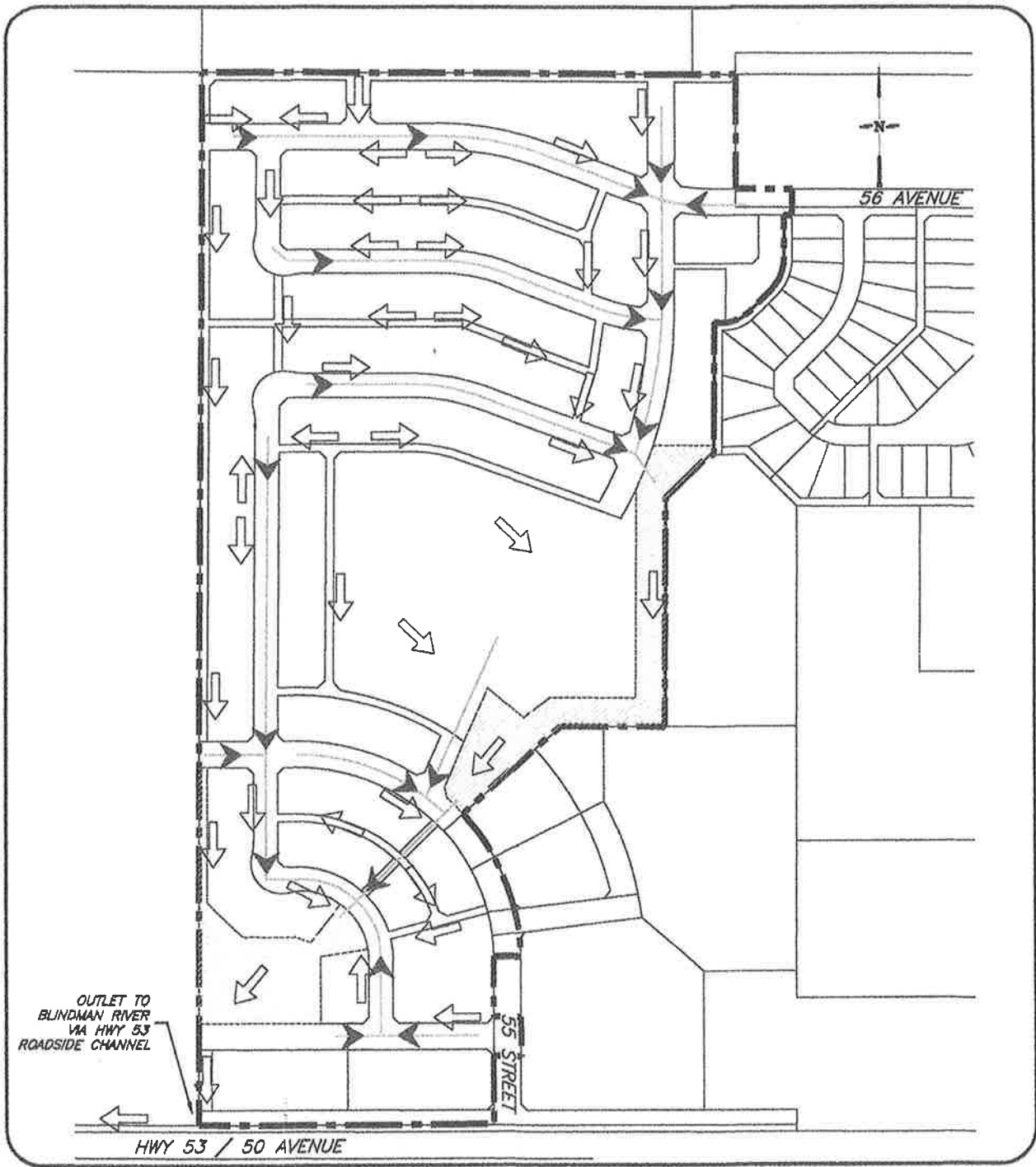


JOHNSON ESTATES, RIMBEY
FIGURE 2 - EXISTING CONDITIONS

Prepared For:
JOHNSON ESTATES CORPORATION

Prepared By:
AL-TERRA ENGINEERING (RED DEER) LTD.

REVISION MAR-2013



JOHNSON ESTATES, RIMBEY
FIGURE 6 - STORMWATER MANAGEMENT CONCEPT

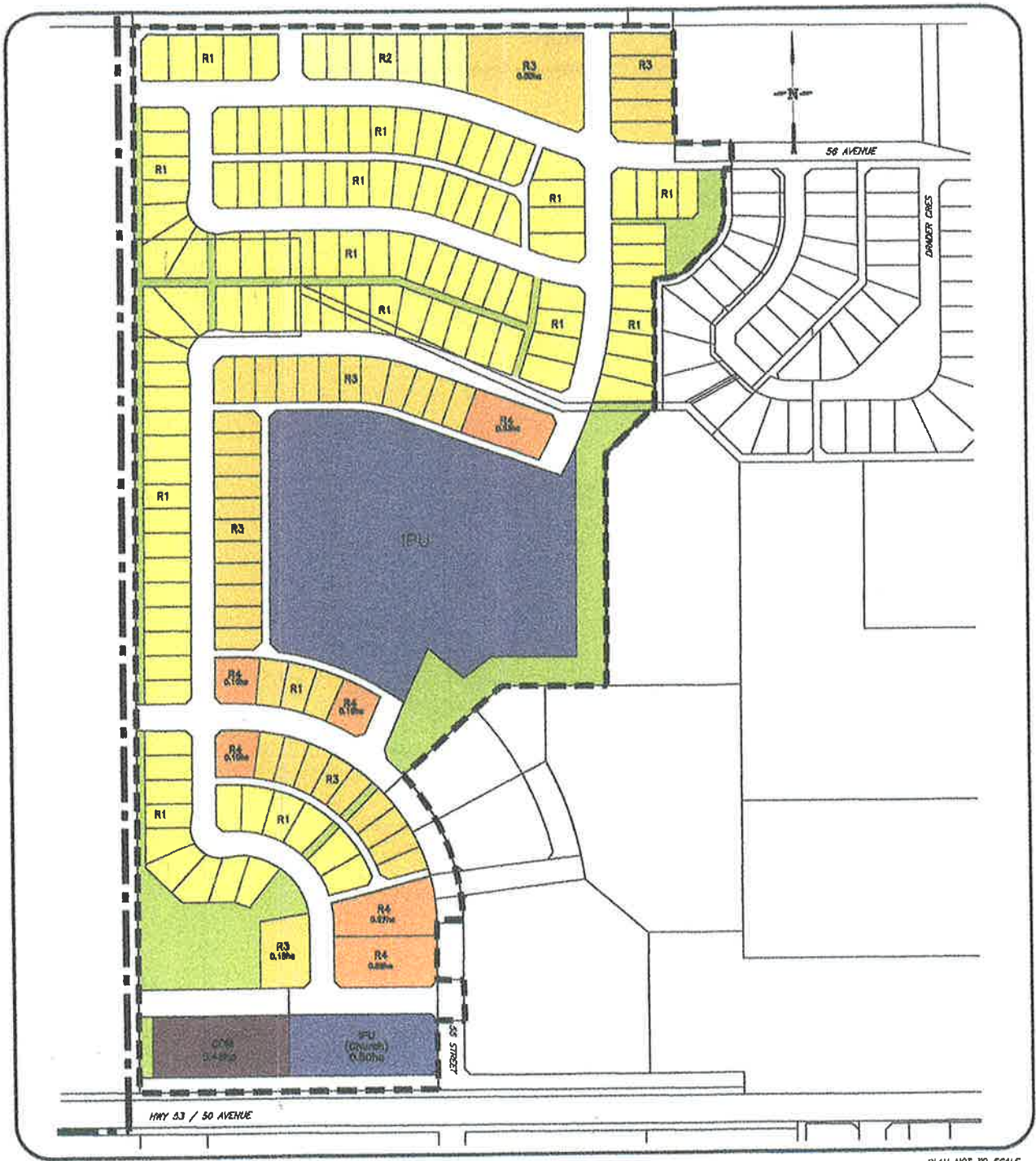
PLAN NOT TO SCALE

- PROPOSED STORM MAIN
- PIPE FLOW DIRECTION
- ➡ OVERLAND FLOW DIRECTION
- ◻ STORMWATER MANAGEMENT FACILITY

Prepared For:
JOHNSON ESTATES CORPORATION

Prepared By:
AL-CERRA ENGINEERING
 (RBD DIER) LTD.







REVISION 144R-2013



JOHNSON ESTATES, RIMBEY
FIGURE 3 - DEVELOPMENT CONCEPT PLAN

PLAN NOT TO SCALE

Plan Area 25.94ha

	LDRI (R1)	7.63ha		IPU	4.47ha
	LDR (R2)	0.42ha		C2	0.46ha
	MDR (R3)	3.07ha		PUL/SWM	2.66ha
	HDR (R4)	1.10ha		Circulation	5.88ha

Prepared For:
JOHNSON ESTATES CORPORATION

Prepared By:
AL-TERRA ENGINEERING (RED DEER) LTD.

--- TOWN OF RIMBEY CORPORATE LIMITS - - - - - PLAN AREA

REVISION MAR-2013



TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	5.2
Council Meeting Date	October 9, 2018
Subject	Delegation – Rebekah Seidel – Alberta’s Rural Health Professions Action Plan
For Public Agenda	Public Information
Background	Administration has invited Rebekah Seidel to present to Council information regarding the Rural Health Professions Action Plan.
Recommendation	Administration recommends Council accept the presentation from Rebekah Seidel regarding the Rural Health Professions Action Plan, as information.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 1/18

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 1/18

Date



Alberta's Rural Health
Professions Action Plan

Rural Community Attraction and Retention

Rimbey Town Council
Tues Oct 9, 2018

Our Mission

For RhPAP to transition from a rural physician support program to a rural allied health professionals and community development agency.



Who is RhPAP?

AMA SECTION OF RURAL MEDICINE (ASRM)

PUBLIC MEMBER

COLLEGE OF PHYSICIANS AND SURGEONS OF ALBERTA (CPSA)

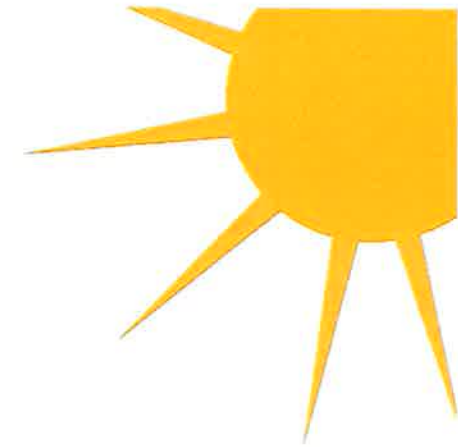
*HEALTH QUALITY COUNCIL OF ALBERTA (HQCA)

*COLLEGE AND ASSOCIATION OF REGISTERED NURSES OF ALBERTA (CARNA)

ALBERTA MEDICAL ASSOCIATION (AMA)

*RURAL MUNICIPALITIES of ALBERTA (RMA)

ALBERTA HEALTH SERVICES (AHS)



Did you know?

Including our Board of Directors, over half of the RhPAP team lives in rural Alberta.

What Does RhPAP Do?

1. Strategies to attract and retain health professionals.
2. Provide accommodations.
3. Continuing medical education and locum support.
4. Serve as your voice.

Did you know?
RhPAP is fully funded by the
Alberta Ministry of Health.



Rural Community Development & Engagement



RhPAP Consultant Team:

Supports rural community attraction and retention committees

Provides tools and resources for new and existing A&R committees

Plans and coordinates the Annual Attraction and Retention Conference

Did you know?

RhPAP adheres to a community development philosophy, fostering the building of stronger and more vibrant rural Alberta communities.

we ALL need to come to The Table



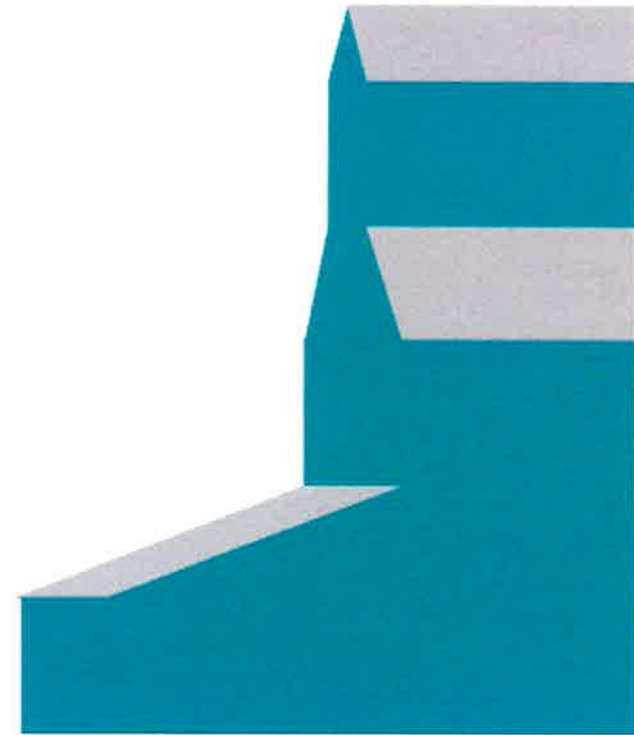
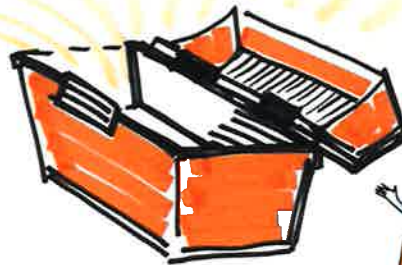
Alberta's Rural Health Professions Action Plan
Attraction & Retention
Committee Toolkit



Module One
The Rural Alberta Context



GROWING OUR OWN



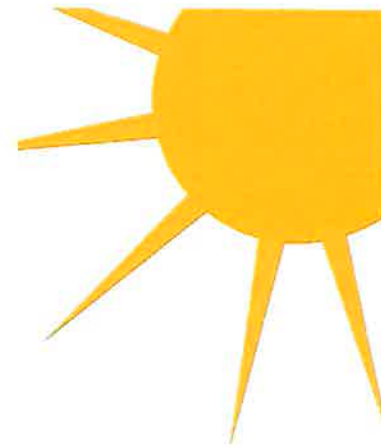


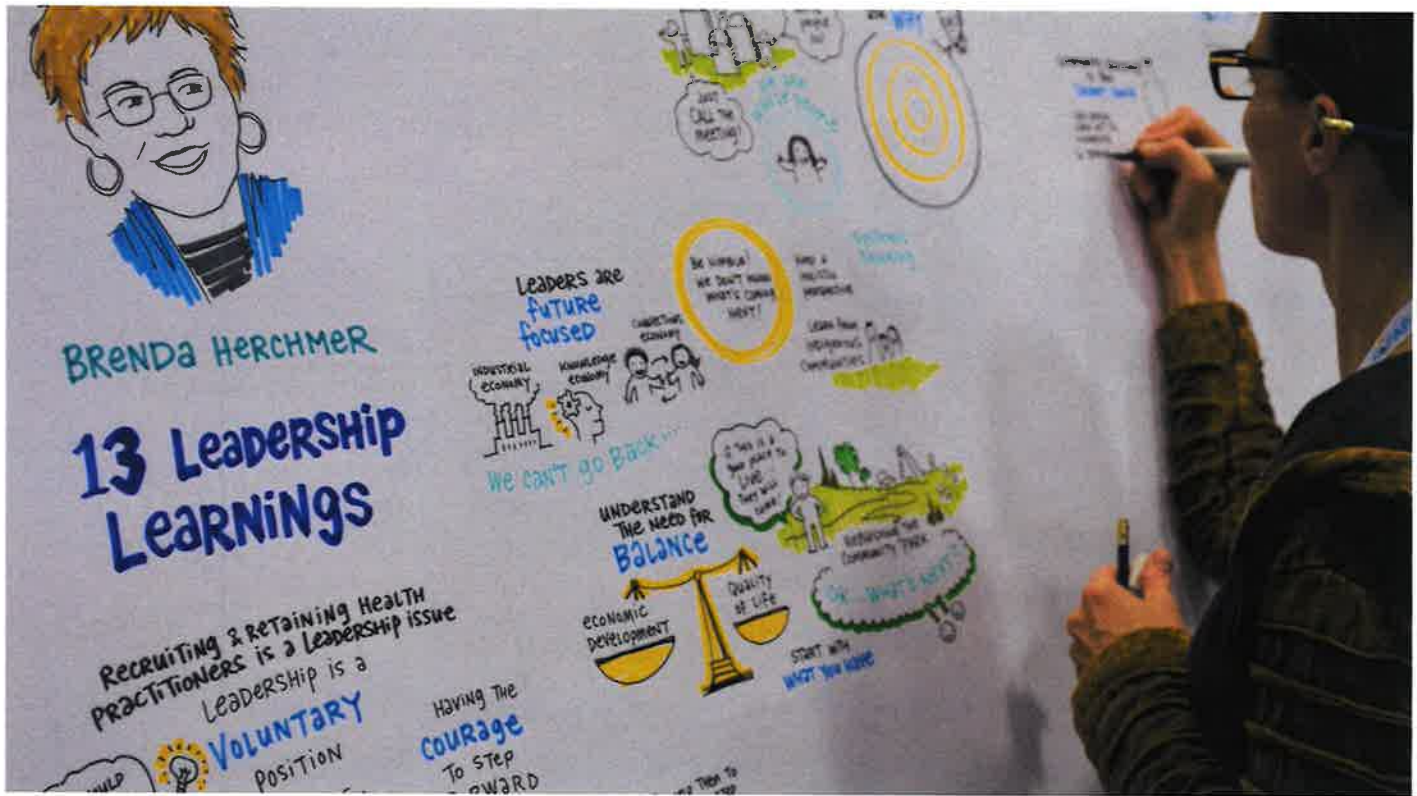
Brooks, Alberta
April 10-12, 2018

2018
CONFERENCE

Stepping it

UP





Rural Educational Outreach

High school skills days

Post secondary student skills weekends

Since 2004 we have hosted over 40 events in 34 rural communities.



Amplifying the “Rural Voice”



RhPAP Communications Team:

Policy Advisory
Role

Promotes RhPAP
sponsored programs,
activities, and
events.

Highlights
community best
practices in A&R

Covers events and
issues impacting the
evolution of rural
health care.

Brings the
“**Rural Voice**” to
Senior AHS /
Ministry officials



Did you know?
RhPAP has five social media channels?

Find us at @AlbertaRhPAP

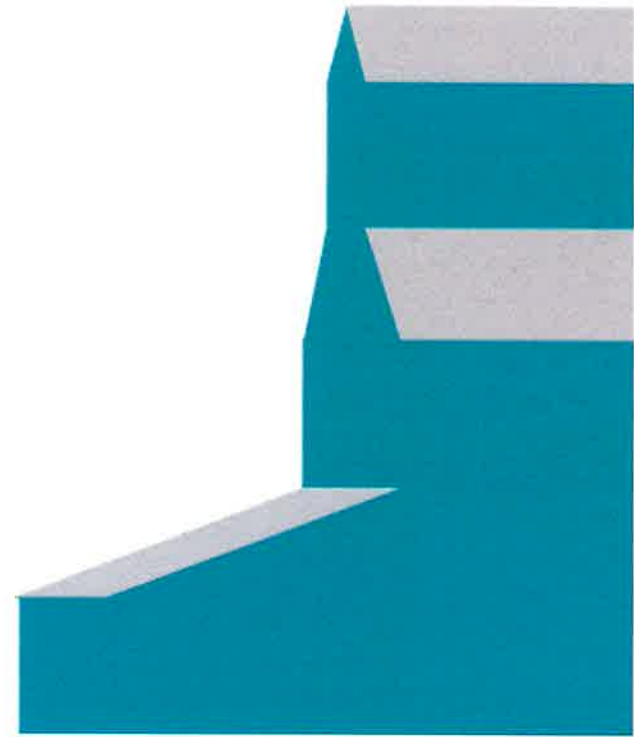


What does this look like for Rimbey?

- Health Professions A&R committee started last fall
- Held appreciation event for HCPs at Pas Ka Poo Park
- Attended the conference in Brooks
- Hosted Post-Secondary skills weekend



Questions/Discussion?





TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	5.3
Council Meeting Date	October 9, 2018
Subject	Delegation – Brix Construction
For Public Agenda	Public Information
Background	Stephen Olsen of Brix Construction has requested a delegation of Council to discuss installation of water and sewer services in Simpson Road.
Recommendation	Administration recommends Council accept the presentation from Stephen Olsen of Brix Construction regarding water and sewer services in Simpson road, as information.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

Date

04-10-2018

ATT: COUNCIL

I WOULD LIKE TO TALK ABOUT
DEEP SERVICES ON SIMPSON ROAD

FOR BRIX CONSTRUCTION INC
STEFFEN OLSEN.



TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	5.4
Council Meeting Date	October 9, 2018
Subject	Delegation – Steffen Olsen
For Public Agenda	Public Information
Background	Stephen Olsen of the Rimbey Lions Club would like to discuss sidewalks.
Recommendation	Administration recommends Council accept the presentation from Stephen Olsen from the Rimbey Lions Club regarding sidewalks, as information.

Prepared By:

for K. Blakeley Oct 4/18
Lori Hillis, CPA, CA Date
Chief Administrative Officer

Endorsed By:

for K. Blakeley Oct 4/18
Lori Hillis, CPA, CA Date
Chief Administrative Officer

04-10-2018.

ATT. COUNCIL.

I WOULD LIKE TO TALK ABOUT
RIMBY LIONS SIDEWALK
FROM LEGACY FORD SOUTH TO 45 AVE.

STEFFEN OLSEN.

Council Agenda Item	6.1																										
Council Meeting Date	October 9, 2018																										
Subject	Committee of the Whole																										
For Public Agenda	Public Information																										
Background	<p>At the Regular Meeting of Council held August 28, 2018, Council discussed Committee of the Whole and passed the following motion:</p> <p style="text-align: center;"><u>Motion 266/18</u></p> <p style="text-align: center;"><i>Moved by Councillor Rondeel for Administration to prepare a Committee of the Whole Bylaw with terms of reference and bring back to the September 25, 2018 Regular Council Meeting.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>In Favor</u></td> <td style="text-align: right;"><u>Opposed</u></td> </tr> <tr> <td>Mayor Pankiw</td> <td></td> </tr> <tr> <td>Councillor Coulthard</td> <td></td> </tr> <tr> <td>Councillor Curle</td> <td></td> </tr> <tr> <td>Councillor Payson</td> <td></td> </tr> <tr> <td>Councillor Rondeel</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">CARRIED</td> </tr> </table> <p>At the Regular Meeting of Council held September 25, 2018, Council discussed Committee of the Whole and passed the following motion:</p> <p style="text-align: center;"><u>Motion 297/18</u></p> <p style="text-align: center;">Moved by Councillor Rondeel to give first reading to 948/18 Committee of the Whole Bylaw.</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>In Favor</u></td> <td style="text-align: right;"><u>Opposed</u></td> </tr> <tr> <td>Mayor Pankiw</td> <td></td> </tr> <tr> <td>Councillor Curle</td> <td></td> </tr> <tr> <td>Councillor Payson</td> <td></td> </tr> <tr> <td>Councillor Rondeel</td> <td></td> </tr> <tr> <td></td> <td style="text-align: right;">CARRIED</td> </tr> </table>	<u>In Favor</u>	<u>Opposed</u>	Mayor Pankiw		Councillor Coulthard		Councillor Curle		Councillor Payson		Councillor Rondeel			CARRIED	<u>In Favor</u>	<u>Opposed</u>	Mayor Pankiw		Councillor Curle		Councillor Payson		Councillor Rondeel			CARRIED
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Mayor Pankiw																											
Councillor Curle																											
Councillor Payson																											
Councillor Rondeel																											
	CARRIED																										
Discussion	<p>In 2015 Council eliminated Committee of the Whole meetings as there was no bylaw and terms of reference in place to establish the committee and hold the Committee of the Whole meetings. At that time it was determined that any motions made at committee meeting had to be ratified at a regular or special council meeting and therefore the Committee of the Whole meetings were not necessary when all items would be discussed at a regular council meeting anyway.</p>																										



TOWN OF RIMBEY REQUEST FOR DECISION

In subsequent discussions with Municipal Affairs it has been determined that most municipalities are going away from the Committee of the Whole meetings but if Council wishes to hold them a bylaw must be passed authorizing the committee and the terms of reference. If there is no bylaw passed all meetings of Council, including the Committee of the Whole meetings, becomes a Regular Council Meeting.

Proposed Bylaw 947/18 authorizes the Committee of the Whole and establishes the terms of reference. As with all Council meetings, the Committee of the Whole meetings are public meetings and all agendas will be published on the Town website. All recommendations must be brought to a Regular Council Meeting for ratification. Minutes will be taken and brought forward for approval at the next Committee of the Whole meeting. After approved by the Committee, the minutes will be put on the next Regular Council Meeting agenda under section 8.0 and approved by Council along with all committee and board minutes.

If Council wishes to pass the Committee of the Whole bylaw, dates and times of the additional meetings must be determined.

Relevant Policy/Legislation

MGA 145

Attachments

947/18 Committee of the Whole Bylaw

Recommendation

Administration recommends Council give second reading to 947/18 Committee of the Whole Bylaw.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 1/18

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 1/18

Date



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF CREATING A COMMITTEE OF THE WHOLE

WHEREAS Under the authority of and subject to the provisions of the Municipal Government Act, Statutes of Alberta, Chapter M-26 and amendments thereto (hereinafter referred to as the "MGA") a Municipal Council is authorized to do something by resolution or to do something without specifying that it be done by bylaw or resolution, it may be done by resolution or bylaw.

WHEREAS It is deemed expedient by Council that a Bylaw provide for the establishment and processes of a Town of Rimbey Committee of the Whole.

NOW THEREFORE The Municipal Council of the Town of Rimbey, duly assembled, hereby enacts as follows:

SECTION 1 - Title

- 1. This Bylaw may be cited as the Committee of the Whole Bylaw.

SECTION 2 – Name and Composition

- 1. The Committee of the Whole is the formal name of the Committee of the Whole and is comprised of each member of the Town of Rimbey Council.

SECTION 3 – Support Staff

- 1. The Chief Administrative Officer (CAO), or his/her designate, is the principal advisor to the Committee of the Whole. Attendance of specific municipal staff is at the discretion of the CAO.

SECTION 4 - Authority

- 1. The Committee of the Whole is advisory in nature, making recommendations to Council by way of resolution. No decisions will be made by Council at a Committee of the Whole Meeting. All recommendation resolutions must be brought forward to a Regular Meeting of Council for ratification. The Committee of the Whole meetings serve as an opportunity for Council to be provided with information on governance and policy matters. These meetings serve as an opportunity for Council to seek clarification on matters relating to Council Business.

SECTION 5 - Frequency of Meetings

- 1. The dates and times of the Committee of the Whole Meetings will be set at the Annual Organizational Meeting held each October.

SECTION 6 Chairman

- 1. The Committee of the Whole meeting will be chaired by the Mayor or the Deputy Mayor in the absence of the Mayor.

SECTION 7 – Quorum

- 1. MGA Quorum requirements will prevail for the Committee of the Whole.



**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF
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SECTION 8 - Regulations

1. The Committee of the Whole is intended principally as a forum for discussion rather than as a decision making venue.
2. The Committee of the Whole Meeting shall be open to the public.
3. Delegations may make presentations to the Committee of the Whole by appointment only, booked through the CAO.
4. The Committee of the Whole may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the Freedom of Information and Protection of Privacy Act.
5. The Committee of the Whole may refer an item to the CAO for additional information or clarification, but must move the issue forward to a Regular Council Meeting for consideration and decision upon receipt of the required information.
6. An agenda will be prepared by the CAO and supplied to each Committee Member and placed on the Town of Rimbey Website in accordance with the Town of Rimbey Council Procedural Bylaw.
7. Minutes of the Committee of the Whole Meeting will be forwarded to a Regular Meeting of Council for acceptance.

SECTION 9 – Mandate of the Committee of the Whole

1. The mandate of the Committee of the Whole is to:
 - a) Hear from delegations and/or refer delegations to Council
 - b) Review matters forwarded to it by the CAO
 - c) Consider matters placed on the agenda by other members of Council and/or refer such issues to the CAO for a report.
 - d) Issues facing the municipality
 - e) Special Projects

SECTION 10 – Term

1. The Committee of the Whole is a permanent standing committee of Council.

SECTION 11 – Effective Date

1. This Bylaw shall come into effect on the date of final passage thereof.

READ a First Time in Council this _____ day of _____ 2018.

Mayor Rick Pankiw

Chief Administrative Officer Lori Hillis



**A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF
ALBERTA, FOR THE PURPOSE OF CREATING A
COMMITTEE OF THE WHOLE**

READ a Second Time in Council this _____ day of _____, 2018.

Mayor Rick Pankiw

Chief Administrative Officer Lori Hillis

READ a Third Time and Finally Passed this _____ day of _____, 2018.

Mayor Rick Pankiw

Chief Administrative Officer Lori Hillis

Council Agenda Item	7.1
Council Meeting Date	October 9, 2018
Subject	Subdivision and Development Appeal Board
For Public Agenda	Public Information
Background	<p>At the Regular Council Meeting held September 25, 2018, Council passed the following motion:</p> <p style="text-align: center;"><i>Moved by Mayor Pankiw to table discussion regarding the Subdivision and Development Appeal Board to the Regular Meeting of Council scheduled for Tuesday, October 9, 2018.</i></p> <p style="text-align: center;"><u><i>In Favor</i></u> <u><i>Opposed</i></u></p> <p style="text-align: center;"><i>Mayor Pankiw</i> <i>Councillor Curle</i> <i>Councillor Payson</i> <i>Councillor Rondeel</i></p> <p style="text-align: right;">CARRIED</p> <p>The Town of Rimbey currently has a Subdivision and Development Appeal Board consisting of five members. As per the Town of Rimbey Subdivision and Development Appeal Board Bylaw 823/16 all members of the board must qualify to be an elector of the Town of Rimbey. The Board Members are appointed by Council for a determined period of time and can be reappointed when their term expires.</p>
Discussion	<p>Section 627 of the MGA states:</p> <p>Appeal board established</p> <p>627(1) A council must by bylaw</p> <p style="padding-left: 40px;">(a) establish a subdivision and development appeal board, or</p> <p style="padding-left: 40px;">(b) authorize the municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board,</p> <p>or both.</p> <p>(2) An intermunicipal subdivision and development appeal board is a subdivision and development appeal board for the purposes of this Part.</p> <p>(3) Unless an order of the Minister authorizes otherwise, a panel of a subdivision and development appeal board hearing an appeal must not have more than one councillor as a member.</p> <p>(4) The following persons may not be appointed as members of a subdivision and development appeal board:</p> <p style="padding-left: 40px;">(a) an employee of the municipality;</p> <p style="padding-left: 40px;">(b) a person who carries out subdivision or development powers, duties and functions on behalf of the</p>

	<p>municipality; (c) a member of a municipal planning commission. RSA 2000 cM-26 s627;2016 c24 s94</p> <p>Although the Town currently has a full regiment of five board members, these positions are very difficult to fill when they become vacant. Certain conflicts with either the subject of the appeal or outside work commitments cause members to reclude themselves from the appeal and resulting in fewer members hearing the appeal. In each of the two appeals held this year only four of the five members were able to hear the case.</p> <p>Training requirements for the board members have increased with the new MGA requirements. Members must attend a full day training course, including a test, every three years. All current members of the Board must be trained by April 1, 2019. We have secured training in Red Deer on October 30 for Clerk training and in Sylvan Lake on November 1st for our board members. Although the registration is free, the Town will be required to pay the per diem for each member as well as travel costs. In the event that one or more members resign from the Board, any new members will be required to take the training before they can sit on any appeals.</p> <p>Training requirements for the clerks of the Subdivision and Development Appeal Board follow the training regime for the Board members. Clerks must be trained every three years and cannot clerk at a hearing until they have taken and training and passed the test.</p> <p>We estimate that clerk time for each appeal we had this year was about 7 to 10 hours for fairly straight forward appeals. Time is spent contacting the board members and scheduling a suitable time to hold the hearing. Information from the appellant and the Development Officer is gathered and assembled for the agenda. The agenda and complete information is then sent to all affected parties, including any affected neighbours. The clerk is responsible to take minutes at the hearing and draft the decision. The decision is then sent to the board members for approval, finalized and sent to the affected parties. This is in addition to regular day to day duties.</p> <p>An Intermunicipal Regional Subdivision and Development Appeal Board will ensure there is always a complete compliment of Board Members and clerks to hear appeals and deal with agendas, correspondence and decisions. Participating in a Intermunicipal Regional Subdivision and Development Appeal Board also provides for an arms-length board who would not know the appellant as their friend or neighbour, which can put a board member in an uncomfortable position.</p>
<p>Relevant Policy/Legislation</p>	<p>MGA 627 Appeal Board Establishment Bylaw 923/16 Town of Rimbey Subdivision and Development Appeal Board</p>
<p>Financial Implications</p>	<ul style="list-style-type: none"> - Service Package A (Shared Board) goes to \$410 per year if there are 12 participating municipalities for this option; and - Service Package B (Shared Clerks) goes to \$250 per year if there are 12



TOWN OF RIMBEY REQUEST FOR DECISION

participating municipalities for this option.

These figures may go back up depending on training related costs in Year 4. They could also remain the same or go down depending on whether or not more than 12 municipalities participate in each option.

Hearing costs and board member expenses are born by the affected municipality. It would be recommended to budget for two SDAB Hearings a year.

Attachments

Sample Agreement with Parkland Community Planning Services for the Establishment of an Intermunicipal Regional Subdivision and Development Appeal Board with Schedule A – Sample Bylaw.

Recommendation

Administration recommends Council participate in the Intermunicipal Regional Subdivision and Development Appeal Board by signing an Intermunicipal Regional Subdivision and Development Appeal Board Agreement for Members and Clerks, and preparing a Regional Intermunicipal Subdivision and Development Appeal Board Bylaw.

Administration recommends the disbandment of the Town of Rimby Subdivision and Development Appeal Board and repeal of Bylaw 923/16 Town of Rimby Subdivision and Development Appeal Board.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 11/18

Date

This Agreement dated this _____ day of _____, 20____

BETWEEN:

[Set out the names of all the Participating Municipalities]

Being municipal corporations pursuant to the *Municipal Government Act*, R.S.A. 2000
Chapter M-26

(collectively the "Participating Municipalities")

-and-

PARKLAND COMMUNITY PLANNING SERVICES

Being an intermunicipal service agency created pursuant to the *Municipal Government Act*,
R.S.A. 1980, Chapter M-26

("PCPS" or the "Coordinator")

**AN AGREEMENT TO ESTABLISH THE REGIONAL INTERMUNICIPAL SUBDIVISION
AND DEVELOPMENT APPEAL BOARD AND TO PROVIDE FOR INTERMUNICIPAL
REGIONAL SUBDIVISION AND DEVELOPMENT BOARD SERVICES**

BACKGROUND

- A. Each Participating Municipality has passed a bylaw authorizing the Participating Municipality to enter into an agreement with the other Participating Municipalities establishing a Regional Intermunicipal Subdivision and Development Appeal Board (the "Regional Board") having jurisdiction within their respective boundaries in accordance with the *Municipal Government Act*, R.S.A. 2000 Chapter M-26.
- B. The Participating Municipalities want to establish the function and role of the Regional Board as well as the rights and obligations of the Participating Municipalities in accordance with the terms and conditions of this Agreement.
- C. The Participating Municipalities want to retain PCPS and PCPS agrees to be retained as the Coordinator for the Regional Board and provide services and support for the Regional Board in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree each with the other as follows:

1) **AGREEMENT TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

1.1 The Participating Municipalities hereby agree amongst themselves to establish the Intermunicipal Subdivision and Development Appeal Board for the purpose of carrying out the functions of a Subdivision and Development Appeal Board in accordance with the Act, Bylaw and this Agreement.

2) **DEFINITIONS AND SCHEDULES**

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

- 2.1 **"Act"** means the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended from time to time, together with all Regulations passed thereunder;
- 2.2 **"Administrator"** means the individual appointed as Administrator for the purpose of this Agreement by the Coordinator;
- 2.3 **"Administrative Committee"** means the Administrative Committee created by the Bylaw;
- 2.4 **"Agreement"** means this Agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this Agreement refer to this Agreement including the Schedules attached hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- 2.5 **"Board Member"** means an individual appointed as a member to the Regional Board and **"Board Members"** means all the individuals appointed as members to the Regional Board;
- 2.6 **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- 2.7 **"Bylaw"** means a Bylaw in the form as set out in **Schedule "A"**;
- 2.8 **"Chief Administrative Officer"** means the individual appointed as Chief Administrative Officer by Council of each Participating Municipality in accordance with the Act or his/her designate;
- 2.9 **"Clerk"** means a person qualified and appointed as clerk to the Regional Board in accordance with the Act;
- 2.10 **"Coordinator"** means Parkland Community Planning Services;
- 2.11 **"Council"** means the duly elected body of a Participating Municipality;
- 2.12 **"Designated Officer"** has the same meaning as in the Act;
- 2.13 **"Director"** means the individual appointed as Director for the Coordinator;
- 2.14 **"Force Majeure"** means acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of this Agreement, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the

exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term "Force Majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a Party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event;

- 2.15 **"Participating Municipality"** means a municipality which is a party to this Agreement and **"Participating Municipalities"** means all of the municipalities which are parties to this Agreement;
- 2.16 **"Party"** means a party this Agreement and **"Parties"** means two or more parties to this Agreement;
- 2.17 **"Panel"** means a panel of the Regional Board consisting of three (3) or five (5) Members;
- 2.18 **"Regional Board"** means the Intermunicipal Subdivision and Development Appeal Board created pursuant to this Agreement and the Bylaw;
- 2.19 **"Services"** means the Board coordination and support services provided by the Coordinator pursuant to **Schedule "B"**;
- 2.20 **"Service Fee"** means the annual Service fee and additional fees set out in **Schedule "C"**; and
- 2.21 **"Subject Participating Municipality"** means that Participating Municipality which has had an appeal filed to the Regional Board from a decision of its Development Authority or Subdivision Authority, an order issued by its Development Authority or a deemed refusal.
- 2.22 The following schedules form part of this Agreement:
 - Schedule A – Form of Bylaw**
 - Schedule B – Service Options**
 - Schedule C – Annual Service Fees and Additional Fees**
 - Schedule D - Participating Municipalities Contact Information**

3) TERM

- 3.1 The term of the Agreement commences on , 201 and shall continue until terminated by one or more Parties as follows (the "Term"):
 - a) Any Participating Municipality may terminate its participation in this Agreement at any time by providing not less than sixty (60) days' prior written notice to the Coordinator. The terminating Participating Municipality shall forfeit the full amount of that Participating Municipality's annual Service Fee paid or owing for that calendar year in which the notice of termination is effective.
 - b) The Coordinator may terminate this Agreement at any time by providing not less than six (6) months' prior written notice to the Participating Municipalities effective January 1 of the subsequent year.
 - c) This Agreement may be terminated at any time by the mutual written agreement of the Participating Municipalities and the Coordinator.

- 3.2 Notwithstanding Clause 3.1, neither the Participating Municipalities nor the Coordinator may terminate this Agreement during the first three years of the Term.
- 3.3 All amounts owing by one Party to another Party as at the effective date of termination shall be paid in accordance with the terms of this Agreement. The Coordinator shall issue a final invoice to any Participating Municipality affected by a notice of termination within thirty (30) of the effective date of termination.

4) PARTICIPATING MUNICIPALITY RESPONSIBILITIES

Pre-Conditions to Receiving Service

- 4.1 A Participating Municipality is entitled to receive Services pursuant to this Agreement upon completion of the following:
 - a) the Participating Municipality's Council has passed a Bylaw and the Participating Municipality has provided a copy of the Bylaw to the Coordinator;
 - b) the Participating Municipality has provided payment in full to the Coordinator of the Service Fee for the first year of the Term; and
 - c) the Participating Municipality has provided written notification to the Coordinator of which Services the Participating Municipality wants to receive.

Payment of Service Fees

- 4.2 During each calendar year of the Term, each Participating Municipality shall pay the annual Service Fee to the Coordinator on or before January 31.
- 4.3 A Participating Municipality may change the level of Service it receives from the Coordinator at any time by providing written notice to the Coordinator and paying any resulting increase in Service Fee. There shall be no refund of annual Service Fee amount paid by the Participating Municipality where the Participating Municipality opts to reduce the level of Service it receives during a calendar year.
- 4.4 Upon receipt of an appeal to the Regional Board, the Subject Participating Municipality is responsible to pay all administration and other fees identified in **Schedule "C"** in addition to the annual Service Fee.
- 4.5 In the event of that a decision of the Regional Board is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Subject Participating Municipality shall be responsible to pay all actual costs incurred by the Coordinator in preparing and coordinating the filing of the Regional Board's record with the Court of Appeal and such other matters that may be requested or required to support the Regional Board's response to the application or merit hearing including the administration and other fees identified in **Schedule "C"** in addition to the annual Service Fee.
- 4.6 Participating Municipalities shall pay all Service Fees in addition to the annual Service Fees to the Coordinator within Thirty (30) days after receipt of an invoice from the Coordinator.

Legal Fees

- 4.7 If the Subject Participating Municipality or the Coordinator is of the opinion that legal services are required for the purpose of a specific appeal hearing to be conducted by the Regional Board, the Chief Administrative Officer and the Administrator shall consult and jointly coordinate the retention of appropriate legal counsel for the Regional Board. Legal counsel shall only be retained to assist the Regional Board with the approval of the Chief Administrative Officer of the Subject Participating Municipality. The Subject Participating Municipality is responsible to pay all legal fees within thirty (30) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.
- 4.8 If a Regional Board decision is subject to a leave to appeal application or appeal to the Alberta Court of Appeal, the Subject Participating Municipality's Chief Administrative Officer and the Administrator shall consult and coordinate the retention of appropriate legal counsel for the Regional Board. The Subject Participating Municipality is responsible to pay all legal fees within Thirty (30) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.

Recording Fees

- 4.9 If the Coordinator determines that audio or digital recording and/or transcript services are required for the conduct of a specific appeal, the Chief Administrative Officer and the Administrator shall consult and jointly coordinate the arrangement of appropriate recording and/or transcript service for the Regional Board. Recording and/or transcript services shall only be requested to assist the Regional Board with the approval of the Chief Administrative Officer of the Subject Participating Municipality. The Subject Participating Municipality is responsible to pay all recording and/or transcript fees within thirty (30) days of receipt of the invoice from the Coordinator or the transcript firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.

Annual Information Provision

- 4.10 On or before January 31 of every calendar year during the Term, each Participating Municipality shall provide the following information to the Coordinator in writing:
- a) The applicable appeal fees in accordance with the applicable bylaw(s) of the Participating Municipality; and
 - b) Copies of Certificates evidencing the Insurance requirements referred to in Section 10 of this Agreement.

Clerk and Administrative Support for the Board

- 4.11 Where a Participating Municipality has opted to provide a Clerk for the Regional Board and administrative support for the processing of appeals using its own staff or personnel other than the staff of or Clerks provided by the Coordinator, that Participating Municipality shall:

- a) notify the Coordinator of the name of the Clerk appointed for the purpose of assisting the Regional Board with the appeal within two (2) Business Days of the Participating Municipality's receipt of the notice of appeal to the Regional Board, and
 - b) provide and book a suitable venue for the conduct of the appeal hearings by the Regional Board, taking into consideration the anticipated number of attendees to the particular appeal hearing, after coordinating the appeal hearing date(s) with the Coordinator.
- 4.12 Where the Participating Municipality has opted to utilize a Clerk provided by and other administrative staff of the Coordinator to assist the Regional Board with the appeal hearing, the Participating Municipality shall provide all documentation and information needed by the Clerk and Regional Board for the conduct of an appeal hearing to the Coordinator within two (2) Business Days of the Participating Municipality receiving the notice of appeal to the Regional Board. The information to be provided to the Coordinator includes, but is not limited to (as applicable):
- a) the notice of appeal where the appeal has been filed with the Participating Municipality not the Coordinator,
 - b) confirmation of receipt of the applicable appeal fee,
 - c) notice of decision being appealed,
 - d) copy of the Development Permit being appealed,
 - e) copy of the Stop Order being appealed,
 - f) copy of the original application together with all supporting documents, plans, studies, etc.,
 - g) current copies of all relevant statutory plans, conceptual schemes, non-statutory plans, Land Use Bylaw, policies and procedures relating to the matter that is the subject of the appeal,
 - h) copies of all relevant meeting minutes, staff reports, correspondence, circulation comments and other communications,
 - i) copy of advertisement of the decision being appealed,
 - j) any other record or information relevant to the appeal, and
 - k) the location of the venue for the appeal hearing.
- 4.13 Where the Coordinator is providing the Clerk and administrative services for a Regional Board hearing, the Coordinator shall be responsible to book a suitable venue for the conduct of the appeal hearing, taking into consideration the anticipated number of attendees to the appeal hearing. The Subject Municipality shall be responsible to pay for all booking and rental fees and other costs associated with the hearing venue.
- 4.14 From time to time, the Coordinator and a Participating Municipality's may agree that the Participating Municipality will authorize a Designated Officer to perform the role of pool Clerk for the Regional Board. In that instance, the Coordinator shall arrange for all appropriate training for the Designated Officer as required for a Clerk pursuant to the Act. The Participating Municipality shall be compensated for the Designated Officer's time acting as pool Clerk for the Regional Board as the Coordinator and Participating Municipality may agree in writing.

Filing of Appeals to the Regional Board

- 4.15 Each Participating Municipality shall publish on its website and advise on all written decisions issued by its Development Authority or Subdivision Authority and Stop Orders issued by its Development Authority that the decision or Stop Order may be appealed in accordance with the Act by filing a notice of appeal together with the applicable appeal fee either with a) the Participating Municipality or b) the Coordinator at the addresses as referenced in Section 12.2 to the attention of the Clerk of the Regional Intermunicipal Appeal Board. A notice of appeal filed with either the Participating Municipality or the Coordinator shall be deemed to be filed with the Clerk in accordance with the Bylaw.
- 4.16 The Subject Participating Municipality is solely responsible for ensuring compliance with any decision rendered by the Regional Appeal Board.

Administrative Committee

- 4.17 In accordance with the Bylaw, the Chief Administrative Officer of each Participating Municipality is a member of the Administrative Committee. The Administrative Committee is responsible to ensure that there are not less than five (5) and not more than twelve (12) individuals appointed as Board Members at all times during the Term.
- 4.18 Each Participating Municipality will assist with the recruitment of Board Members by providing notices and postings on their respective websites as requested by the Coordinator from time to time.

5) COORDINATOR RESPONSIBILITIES

- 5.1 Subject to a Participating Municipality's satisfaction of the conditions set out in Section 4.1 and the Participating Municipality's payment of the Service Fees due and payable each year during the Term, the Coordinator shall provide Services to that Participating Municipality in accordance with the terms and conditions of this Agreement and the Bylaw.
- 5.2 The Coordinator shall review the Service Fees every three (3) years. If the Coordinator determines that a change is required to the Service Fees, the Coordinator will notify the Participating Municipalities in writing no later than June 30th of the proposed change to the Service Fee to be effective January 1 of the subsequent year.
- 5.3 Subject to the Administrative Committee fulfilling its obligations pursuant to Section 4.17, the Coordinator shall ensure that there is a pool of not less than five (5) and not more than twelve (12) Board Members who are available and who have received training in accordance with the Act at all times during the Term.
- 5.4 The Coordinator shall arrange for training of all individuals appointed as Board Members by the Administrative Committee up to a maximum of twelve (12) within six (6) months of the appointment.

- 5.5 The Coordinator shall ensure that there is a pool of not less than two (2) trained and qualified Clerks available to assist the Regional Board at all times during the Term.
- 5.6 The Coordinator shall keep a record of all appeals filed in accordance with the Act for a period of not less than ten (10) years from the date of receipt of the notice of appeal. The Coordinator shall provide the Subject Participating Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Subject Participating Municipality at the sole cost and expense of the Subject Participating Municipality.
- 5.7 The Coordinator shall retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for a period of not less than ten (10) years from the date of receipt of such paper records. The Coordinator shall provide the Subject Participating Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Subject Participating Municipality at the sole cost and expense of the Subject Participating Municipality.
- 5.8 The Coordinator shall keep a record of all Board Member and Clerk appointments and training and shall report this information to Municipal Affairs from time to time as required by the Act.
- 5.9 The Coordinator, where requested and agreed to by the Subject Participating Municipality, shall retain legal services on behalf of the Regional Board.
- 5.10 The Coordinator, where requested and agreed to by the Subject Participating Municipality, shall cause audio or digital recordings and transcripts of appeal hearings to be made.
- 5.11 The Coordinator shall notify the Subject Participating Municipality in writing of receipt of a notice of appeal and provide a copy of the notice of appeal to the Subject Participating Municipality within Two (2) Business Days of receipt of the notice of appeal. Where the Coordinator has received the appeal fees on behalf of the Subject Participating Municipality, the Coordinator shall remit these fees to the Subject Participating Municipality upon conclusion of the appeal.
- 5.12 The Coordinator, where providing Clerk Services to the Subject Participating Municipality, shall be responsible to coordinate all arrangements and perform all administrative functions related the holding of the Regional Board appeal hearing in accordance with the requirements of the Act including (as applicable):
 - a) Scheduling the appeal hearing,
 - b) Coordinating not less than three (3) Board Members to sit on the Panel. At the option of the Subject Participating Municipality, the Coordinator shall coordinate five (5) Board Members to sit on the Panel,
 - c) Arranging for a Clerk for the appeal hearing,
 - d) Providing notice in writing of the hearing,
 - e) Making all relevant documents and materials respecting the appeal available for public inspection electronically on the Coordinator's website and at the Coordinator's office,
 - f) Preparation of Regional Board appeal hearing minutes and summary of the evidence heard by the Regional Board,
 - g) Preparation of the Regional Board notice of decision, and
 - h) Providing a copy of the Regional Board's notice of decision to all relevant parties.

- 5.13 Where a Regional Board decision is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Coordinator shall coordinate the preparation and filing of the Regional Board hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the Regional Board's response to the leave to appeal application or merit hearing.

6) ALL PARTIES' RESPONSIBILITIES

- 6.1 Both the Coordinator and the Subject Participating Municipality shall make every reasonable effort to ensure that all information that will be or is intended to be used in a Regional Board appeal hearing is complete and accurate and provided to the other Party in a timely fashion.
- 6.2 All Parties acknowledge and agree that they are subject to the provisions of the Bylaw and where there is any conflict between the Bylaw and this Agreement, the provisions of the Bylaw shall prevail to the extent of the conflict.

7) PRIVACY

- 7.1 All Parties acknowledge and agree that they are subject to the ***Freedom of Information and Protections of Privacy Act (FOIPP)*** and that they will only collect and release information in accordance with the provisions of FOIPP.
- 7.2 Participating Municipalities shall ensure that any information of a confidential or protected nature which it provides to the Coordinator is clearly marked as such.
- 7.3 All Participating Municipalities shall ensure that their planning and development applications and forms of notice of appeal having the requisite acknowledgement and agreement pursuant to FOIPP that any party submitting an application or notice of appeal acknowledges and agrees that the information submitted by that party in support of its application or appeal shall be subject to release to the public.

8) DISPUTE RESOLUTION

- 8.1 If any dispute arises between any of the Participating Municipalities and the Coordinator with respect to the interpretation or application of the provisions of this Agreement, the Parties shall first attempt to resolve the dispute by direct negotiations between the Chief Administrative Officer of the Participating Municipality and the Director within thirty (30) days of receipt of notice of the matter in dispute. If the Chief Administrative Officer or the Director cannot resolve the dispute, then such dispute will be referred to two elected officials from the Participating Municipality and two elected officials from the PCPS Board of Directors, who will then meet to discuss and attempt to resolve the matter in dispute in a timely fashion.
- 8.2 In the event the dispute cannot be resolved by the elected officials of the Participating Municipality and the Coordinator within thirty (30) days of the dispute being referred to them, then, upon mutual consent of the Parties, the Parties may utilize the Alberta Municipal Affairs Mediation Services program to assist in resolving the dispute. The Parties shall bear their own costs of mediation.

- 8.3 In the event the dispute cannot be resolved through mediation, then the dispute will be determined by arbitration in accordance with the following:
- a) The Parties will agree upon a single arbitrator (the "**Arbitrator**") and in the event that the Parties are unable to agree upon the Arbitrator, the matter will be referred to the Court of Queen's Bench of Alberta for the appointment of the Arbitrator;
 - b) The decision of the Arbitrator will be binding upon the Parties;
 - c) The cost of arbitration will be borne by the Party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
 - d) The Arbitrator will not alter, amend or otherwise change the terms and conditions of this Agreement;
 - e) Except as modified herein, the provisions of the **Arbitration Act** will apply to any arbitration conducted pursuant to this Agreement; and
 - f) Notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within 45 days of receipt of the notice to arbitrate, either Party at any time thereafter, but prior to the determination being made by the Arbitrator, will have the right of recourse to the Court of Alberta having jurisdiction for determination of the dispute, and upon the commencement of any action for such purpose the jurisdiction of the Arbitrator with respect of such dispute will cease.

9) RELEASE AND HOLD HARMLESS

- 9.1 With the exception of gross negligence or willful breach of this Agreement, the Bylaw or the Act, the Participating Municipalities agree to release and hold harmless the Coordinator together with its Board of Directors, officers, employees, contractors, volunteers, and agents together with the Clerks and Board Members (collectively referred to as the "**Coordinator Parties**") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind that the Participating Municipalities may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of or in connection with the performance or intended performance of the Coordinator Parties' obligations pursuant to the Act, Bylaw and this Agreement.
- 9.2 The provisions set forth in Section 9.1 will survive the expiration of the Term or the termination of this Agreement.

10) INSURANCE

- 10.1 Throughout the Term, each of the Participating Municipalities shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as an additional insured.

10.2 Throughout the Term, the Coordinator shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability insurance policy of not less than \$2,000,000 per occurrence.

11) FORCE MAJEURE

11.1 If a Participating Municipality or the Coordinator fail to meet their respective obligations hereunder within the respective time prescribed, and such failure is directly caused or materially contributed to by Force Majeure, such failure will be deemed not to be a breach of the obligations, provided that, in such event, the Participating Municipality or the Coordinator will use their commercially reasonable efforts to put themselves in a position to carry out their obligations hereunder as soon as reasonably possible, to the extent that it is within their power.

12) NOTICES

12.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- (a) personally, by delivering it to the Party on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. - 4:30 p.m. on a Business Day. Personally delivered notice shall be deemed received when actually delivered as aforesaid;
- (b) by telecopier, e-mail or by any other like electronic method by which a written or recorded message may be sent, directed to the Party upon whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or
- (c) by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received.

12.2 Notices shall be sent to the following addresses:

To the Participating Municipalities at the addresses set out in **Schedule "D"**.

To the Coordinator at:

PCPS
Unit B 4730, Ross Street
Red Deer AB T4N 1X2
Phone: (403)-343-3394
E-Mail: PCPS@pcps.ab.ca

13) SUCCESSORS

13.1 This Agreement will enure to the benefit of and be binding upon the Parties and the successors and assigns thereof.

14) ENTIRE AGREEMENT

14.1 This Agreement is the whole agreement between the Parties and replaces any prior Agreement existing between the parties.

14.2 This Agreement may not be modified, changed, amended or waived except by signed written agreement of the Parties.

15) UNENFORCEABILITY

15.1 If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to be severed from the remainder of the Agreement, and the remainder of the Agreement will be enforceable.

16) ASSIGNMENT

16.1 This Agreement will not be assignable by any Participating Municipality or the Coordinator to any other person, agency, firm or corporation without the prior written consent of the other Parties.

17) COUNTERPART AND ELECTRONIC SIGNATURES

17.1 This Agreement may be executed in any number of counterparts by the Parties. All counterparts so executed will be the same effect as if all Parties actually had joined in executing one and the same document. Any faxed or electronic (pdf) copy of a signature will be deemed to be an original signature.

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

PARKLAND COMMUNITY PLANNING SERVICES

C/S

[PARTICIPATING MUNICIPALITIES' SIGNATORY LINES AS APPLICABLE]

SCHEDULE A – SAMPLE BYLAW

(municipality name)

(bylaw number)

Regional Intermunicipal Subdivision and Development Appeal Board Bylaw

Bylaw (number) of the (municipality), in the Province of Alberta, being a bylaw to authorize the (municipality) to enter into an agreement with one or more other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and to authorize the (municipality) entering into an agreement with Parkland Community Planning Services (PCPS) for the provision of intermunicipal subdivision and development appeal board services.

WHEREAS the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended (the “Act”) allows a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the Council of the (municipality) considers it beneficial to enter into an agreement with certain other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and for the provision of subdivision and development appeal board services to be provided by Parkland Community Planning Services;

NOW THEREFORE the Council of the (municipality) duly assembled enacts as follows:

Short Title

- 1) The short title of this bylaw shall be the “Regional SDAB Bylaw.”

Definitions

- 2) Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in the *Municipal Government Act*.
- 3) In this Bylaw, the following terms shall have the meanings shown:

“**Act**” means *the Municipal Government Act*, RSA 2000, Chapter M-26 as amended from time to time, together with all Regulations passed thereunder;

“**Administrative Committee**” means that committee established pursuant to this Bylaw;

“**Administrator**” means the individual appointed as Administrator for the purpose of the Agreement by the Coordinator;

“**Agreement**” means the Agreement to Establish the Regional Intermunicipal Subdivision and Development Appeal Board and to Provide for Regional Intermunicipal Subdivision and Development Board Services to be entered into between the Participating Municipalities and the Coordinator;

"Board Member" means a person appointed to the Regional Board;

"Clerk" means the person(s) appointed and qualified to carry out the functions of the clerk of the Regional Board in accordance with this Bylaw and the Act;

"Common Law Bias" means a situation where a Board Member's personal or private interests may or may be perceived as influencing the Board Member on a matter before the Regional Board including but not limited to: direct or indirect Pecuniary Interest, pre-judgment, closed mindedness, undue influence, relationship with any of the parties involved in the matter including family members, close friends and business associates;

"Conflict of Interest" means both Common Law Bias and Pecuniary Interest;

"Coordinator" means the Parkland Community Planning Services;

"Designated Officer" has the same meaning as in the Act;

"Development Authority" has the same meaning as in the Act;

"Municipal Planning Commission" has the same meaning as in the Act;

"Municipality" means the municipal corporation of (insert name of municipality) together with its jurisdictional boundaries, as the context requires;

"Panel" means a panel of the Regional Board consisting of either three (3) or (five) Board Members;

"Participating Municipality(ies)" means the municipalities which are parties to the Agreement;

"Pecuniary Interest" has the same meaning as prescribed in Part 5, Division 9 of the Act;

"Presiding Officer" means that Board Member who is chairing a Regional Board or Panel meeting;

"Regional Board" means the Regional Intermunicipal Subdivision and Development Appeal Board established pursuant to the Agreement and this Bylaw;

"Resident" means an individual who lives in a Participating Municipality on a daily and permanent basis and whose primary residence is located within a Participating Municipality;

"Subdivision Authority" has the same meaning as in the Act; and

"Subdivision and Development Appeal Board" has the same meaning as in the Act.

Establishment of the Regional Board and Composition

- 4) The Municipality is hereby authorized to enter into the Agreement with the Participating Municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board for the purpose of exercising the functions of the Subdivision and Development Appeal Board in accordance with the Act and for the provision of Regional

Intermunicipal Subdivision and Development Appeal Board services by Parkland Community Planning Services.

- 5) The Regional Intermunicipal Subdivision and Development Appeal Board is hereby established and authorized to exercise the functions of the Subdivision and Development Appeal Board for the Municipality in accordance with the Act.
- 6) The Regional Board shall be composed of a minimum of five (5) Board Members and a maximum of twelve (12) Board Members.
- 7) It is preferred, but not required, that one Member who is a resident of the Participating Municipality be appointed from each Participating Municipality.

Powers and Duties of Board

- 8) The Regional Board shall hear and decide upon appeals made with respect to a decision made by the Subdivision Authority and the failure or refusal to make a decision by the Subdivision Authority in accordance with the Act.
- 9) The Regional Board shall hear and decide upon appeals made against a decision or order made by the Development Authority and the failure or refusal to make a decision by the Development Authority in accordance with the Act.

Administrative Committee

- 10) The Administrative Committee is hereby established.
- 11) The Administrative Committee shall consist of all the Participating Municipalities' Chief Administrative Officers or their respective designates.
- 12) The Administrator or his/her designate shall be a non-voting member of the Administrative Committee.
- 13) The Administrative Committee is hereby delegated the authorization and power to appoint Board Members in accordance with this Bylaw.
- 14) The Administrative Committee's functions, powers and duties are as follows:
 - a) subject to this Bylaw, establish qualifications and expectations for Board Members;
 - b) appoint Members to the Regional Board who meet the qualifications of a Board Member as specified in this Bylaw and as may be established by the Administrative Committee from time to time;
 - c) develop policies and procedures governing hearings, conduct of Board Members and other Regional Board matters;
 - d) evaluate Board Member performance to identify areas where additional training may be required and prepare reports regarding performance and re-appointment of Board Members, as may be required;
 - e) ensure Board Members are provided with adequate mentoring and training to effectively fulfil their role;

- f) establish rates of remuneration and expenses for Board Members;
 - g) remove and replace Board Members as deemed necessary by the Administrative Committee in accordance with this Bylaw; and
 - h) act as a liaison between Participating Municipalities and the Coordinator.
- 15) The Administrative Committee shall meet on at least an annual basis and as often as deemed necessary by the Administrative Committee or as may be reasonably requested by the Coordinator.
- 16) The Administrative Committee shall conduct its meetings in accordance with the Act and may develop its own meeting procedure rules as it deems appropriate from time to time.
- 17) Quorum for a meeting of the Administrative Committee shall be five (5) Chief Administrative Officers or their respective designates together with the Administrator or his/her designate.
- 18) Decisions of the Administrative Committee shall be determined by a simple majority vote of those Chief Administrative Officers or their designate present at the meeting.

Board Members

- 19) A Board Member shall not include:
- a) an employee of any Participating Municipality,
 - b) a member of any Municipal Planning Commission, or
 - c) any person who carries out Subdivision or Development Authority powers, duties or functions on behalf of any Participating Municipality.
- 20) Board Members shall be not less than 18 years of age and it is preferred, but not required, that Board Members be a Resident of a Participating Municipality.
- 21) At least 50% of the Board Members shall be Residents of a Participating Municipality

Terms of Board Member Appointment

- 22) All Board Members shall be appointed for a two (2) or three (3) year term, at the discretion of the Administrative Committee, for the purpose of establishing a staggered expiration of terms amongst the Board Members.
- 23) The Administrative Committee may re-appoint a Board Member at the expiration of his/her term.
- 24) A Board Member may resign from the Regional Board at any time by providing written notice to the Administrator to that effect.
- 25) The Administrative Committee may remove a Board Member at any time if:

- a) in the opinion of the Administrative Committee, a Board Member is not performing his/her duties in accordance with the Act, this Bylaw or the rules of natural justice,
 - b) a Board Member is absent for more than three (3) consecutive meetings of a Panel to which he/she has been assigned without reasonable cause, or
 - c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.
- 26) Notwithstanding any vacancy in the membership of the Regional Board, the remaining Board Members may exercise and perform the powers and duties of the Regional Board.
- 27) In the event that a vacancy occurs on the Regional Board with more than one (1) year left in the that Board Member's term, the Administrative Committee shall appoint a replacement Board Member within six (6) months of the notice of the vacancy and the person so appointed to fill such vacancy shall hold office for the balance of the period that his/her predecessor would have held the position of Board Member.
- 28) Upon being appointed as a Board Member, an individual must successfully complete the training as prescribed by the Act prior to participating in a Regional Board appeal hearing.

Appointment and Duties of Chair and Vice-Chair of the Regional Board

- 29) At its organizational meeting held in any calendar year, the Regional Board shall appoint a Chair and Vice-Chair from amongst the Board Members.
- 30) The Chair and Vice-Chair shall hold office for a period of two (2) years from the date of appointment.
- 31) The Chair, and in his/her absence, the Vice-Chair, shall:
- a) preside at meetings of the Regional Board; and
 - b) serve as the Presiding Officer for a Panel hearing an appeal if the Chair or Vice-Chair is assigned to hear the appeal.
- 32) In the absence of the Chair or Vice-Chair, the Board Members of every Panel hearing an appeal shall select a Presiding Officer from among themselves who shall:
- a) preside over and be responsible for the conduct of the hearing;
 - b) vote on matters submitted to the Panel unless disqualified to do so; and
 - c) sign orders, decisions and documents issued by the Regional Board.

Authorization of Appointment of the Clerk to the Regional Board

- 33) The position of Clerk of the Regional Board is hereby established to carry out the powers, duties and functions of a Designated Officer of the Municipality which shall be the powers, duties and functions of a Clerk prescribed by the Act.
- 34) The Administrator is hereby appointed into the position of Clerk to the Regional Board.
- 35) The Administrator is hereby authorized to appoint one or more Clerks of the Regional Board.

Clerk of the Regional Board

- 36) The Clerk of the Regional Board shall provide administrative and logistical support to the Regional Board in accordance with the Act and shall:
 - a) not have a vote in any proceedings of the Regional Board;
 - b) give at least five (5) days written notice of a hearing of an appeal to:
 - i) in the case of an appeal against an order, decision or a failure to make a decision by a development authority, the parties indicated in the Act; and
 - ii) in the case of an appeal against a decision or a failure to make a decision by the subdivision authority, the parties indicated in the Act;
 - c) notify Board Members of the meetings of the Regional Board, including hearings;
 - d) prepare and maintain a file of written minutes of the business transacted at all meetings, including hearings, of the Regional Board;
 - e) for each Regional Board appeal hearing, record and issue a decision of the Regional Board and its findings, with reasons, to all affected parties in accordance with the Act;
 - f) obtain legal counsel to advise the Regional Board when required;
 - g) be authorized to sign on behalf of the Regional Board any order, decision, approval, notice, or any other thing made, given or issued by the Regional Board; and
 - h) undertake such other duties as the Regional Board may require.

Filing an Appeal

- 37) A party may appeal to the Regional Board in accordance with the Act.
- 38) A notice of appeal is deemed to be filed with the Regional Board on the date that all information requirements related to a notice of appeal prescribed in the Act and the applicable appeal fee are received by the Clerk within the time period for filing a notice of appeal prescribed in the Act.

Establishment of Board Panels for Individual Hearings

- 39) Where a matter has been appealed to the Regional Board, the following Panels may be established at the discretion of the Administrator in consultation with the Chief Administrative Officer of the Participating Municipality in which the appeal was filed:
- a) a Panel consisting of three (3) Board Members; or
 - b) a Panel consisting of five (5) Board Members.
- 40) Board Members from one (1) municipality may not form the majority of any Panel hearing an appeal.
- 41) It is preferred, but not required, that a Board Member appointed from a Participating Municipality sit on the Panel hearing an appeal involving that Participating Municipality.
- 42) A Panel shall not have more than one Board Member who is a councillor.
- 43) A decision of a Panel is the decision of the entire Regional Board.

Appeal Hearings

- 44) Within thirty (30) days of receiving written notice of an appeal that is filed in accordance with the provisions of the Act, the Regional Board shall hold a public hearing to hear an appeal from:
- a) a decision of a Subdivision Authority or Development Authority;
 - b) a Subdivision Authority or Development Authority's refusal or failure to make a decision within the time allowed for a decision established in the Act; or
 - c) an order issued by a Development Authority.
- 45) The hearings of the Regional Board shall be in public, but the Regional Board may at any time recess and deliberate and make its decisions in private.
- 46) The Regional Board shall hear all those persons from whom it is required to hear by the applicable provisions of the Act.
- 47) A request for adjournment of a hearing may be granted at the discretion of the Regional Board, but any adjournment must be to a specific time and date.
- 48) The Regional Board may adjourn an appeal hearing to a specific time and date upon its own volition to request technical information, legal opinions, or other information desired by the Regional Board.
- 49) Upon conclusion of a hearing, the Regional Board shall deliberate and reach its decision in private and in doing so shall determine an appeal in accordance with the provisions of the Act.

50) Audio and/or video recordings of hearings may be made by the Clerk. No other recordings of appeal hearings shall be permitted. Recordings of appeal hearings, if made, shall be retained for at least six (6) months following the adjournment of the hearing and after that time may be destroyed subject to legal and/or legislative requirements.

Quorum and Voting at Hearings

51) A quorum of the Regional Board shall be as follows:

- a. two (2) Board Members for a panel of the Regional Board consisting of three (3) Board Members; and
- b. three (3) Board Members for a panel of the Regional Board consisting of five (5) Board Members.

52) All Board Members must vote on all matters before the Regional Board unless a Board Member declares a Conflict of Interest.

53) Where a Board Member of a Panel hearing an appeal absents declares a Conflict of Interest, the Clerk may appoint a replacement Board Member to the Panel.

54) Only those Board Members present at the entire hearing of an appeal shall be able to vote on the appeal, provided those Board Members voting form a quorum.

55) The majority vote of those Board Members present and voting constitutes the decision of the Panel and Regional Board.

56) In the event of a tie vote, the appeal shall be deemed to be denied.

Rules of Order

57) The Regional Board shall conduct appeal hearings in accordance with:

- a) the provisions of the Act and related Regulations;
- b) the principles of natural justice and procedural fairness; and
- c) the policies and procedures established by the Administrative Committee.

Conflict of Interest

58) Where a Board Member is of the opinion that he/she may have a Conflict of Interest in respect of a matter before the Board, the Board Member shall absent him/herself from the Regional Board proceedings while that matter is being discussed. Prior to leaving the meeting, the Board Member shall:

- a) declare that he/she has a Conflict of Interest; and
- b) describe in general terms the nature of the Conflict of Interest.

59) All Board Members are bound to adhere to and comply with the Pecuniary Interest provisions of the Act.

60) The Clerk shall cause a record to be made in the hearing minutes of the Board Member's absence and reasons for it.

Notice of Decisions and Record of Hearing

61) After the conclusion of an appeal hearing, the Clerk shall:

- a) under the direction of the Presiding Officer, prepare the decision or order of the Regional Board and the reasons for the decision in compliance with the Act; and
- b) arrange for the order or decision of the Regional Board to be signed and distributed in accordance with the requirements of the Act.

62) The Regional Board shall issue its decision in writing, together with reasons for the decision, within fifteen (15) days of the conclusion of a hearing.

63) A decision of the Regional Board is not final until notification of the decision is issued in writing.

64) The Clerk shall maintain a record of the appeal hearing in accordance with the Act.

Subdivision Endorsement

65) If a Subdivision Authority fails or refuses to endorse a plan of subdivision or other instrument as approved by the Regional Board on appeal, the Presiding Officer of the Panel that heard the appeal, or in his/her absence any other Board Member of the Panel that heard the appeal is authorized to endorse the subdivision instrument.

Number and Gender References

66) All references in this Bylaw shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or a female person, or a corporation or a partnership.

Severability

67) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Transition and Effective Date

68) Bylaw (insert number of current SDAB bylaw) is hereby repealed.

69) This Bylaw shall come into force and effect when it has received third reading and has been duly signed.

Read a first time this ____ day of _____, ____.

Read a second time this ____ day of _____, ____.

Read a third time this ____ day of _____, ____.

Signed and passed this ____ day of _____, ____.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE B – SERVICE OPTIONS

In response to the varying needs and capabilities of Participating Municipalities, two different service packages/levels are available:

- **Service Package A** focuses on the organization and training of a qualified pool of Board Members that is shared by Participating Municipalities.
- **Service Package B** focuses on sharing the administrative arrangements for receiving notices of appeal, coordinating and holding appeals and issuing decisions through a qualified pool of Clerks that provide support to the Regional Board.

A. Service Package A – Shared Pool of Board Members

- The Participating Municipalities share in the recruiting and organizing of a pool of twelve (12) Board Members available to sit on Panels to hear appeals
- The Participating Municipalities share in the cost of training and certification of twelve (12) Board Members

Services include:

- Assistance with recruiting and selection of Board Members in accordance with the Agreement and the Bylaw
- Arranging for and providing training of Board Members in accordance with the Act
- Reporting Board Member training to Alberta Municipal Affairs in accordance with the Act
- Organizing the general orientation and organizational meetings of the Regional Board

Exclusions to Services:

- Municipalities participating in only **Service Package A** are required to provide and train their own Clerks and provide all administrative support required for the Regional Board hearing an appeal, in accordance with the Act, at the municipality's sole cost and expense.
- Municipalities participating in only **Service Package A** are required to pay Board Member per diems and expenses directly to the Board Members assigned to an appeal in accordance with the rates outlined in **Schedule C**.
- The provision of services directly related to holding an appeal on a particular matter is not included in **Service Package A** or **Service Package B**. These services are subject to additional fees in accordance with **Schedule C**.

B. Service Package B – Shared Administration and Clerks (Only as “Add- On” to Service Package A)

- **Service Package B** is only available as an “add-on” to **Service Package A**.
- All services included in **Service Package A**
- The Participating Municipalities share in the administrative costs to have a system in place to process all appeal hearings and making arrangements for hearing appeals in accordance with the Act.
- The Participating Municipalities share in the cost of training and certification of four (4) Clerks (2 planners and 2 non-planner) in accordance with the Act.

Services included:

- Arranging for and providing for training of Clerks in accordance with the Act
- Reporting Clerk training to Alberta Municipal Affairs in accordance with the Act
- General administration of policies, procedures and information brochures

Exclusions to Services:

- The provision of services directly related to holding an appeal on a particular matter is not included in **Service Package A** or **Service Package B**. These services are subject to additional fees in accordance with **Schedule C**.

C. Services Related to Holding an Appeal for Additional Fees (Rates set out in Schedule C)

The following will be offered by the Coordinator where the Coordinator provides the Clerk and administrative support for a specific hearing:

- Receive notice of appeal, collect and remit fee to the Participating Municipality and determine whether filing timelines have been met
- Notify Participating Municipality of appeal
- Coordinate a Panel of not less than three (3) Board members and, at the option of the Participating Municipality, five (5) Board Members
- Schedule hearing date with appellant(s), respondent(s), Participating Municipality and Board Members forming the Panel within 30 days from the date of receipt of the notice of appeal
- Coordinate the hearing venue with the Participating Municipality
- Prepare appeal agenda package and arrange for distribution
- Prepare and send out notice of appeal in accordance with the Act and arrange for posting with Participating Municipality
- Make all relevant documents and materials respecting the appeal available for public inspection electronically on the Coordinator's website and at the Coordinator's office
- Attend hearing and assist Presiding Officer with conduct of hearing
- Prepare record of proceedings
- Attend and assist Panel with deliberations and preparation of decision
- Distribution of decision to affected parties

D. Services Related to a Leave to Appeal Application to the Court of Appeal or a Court of Appeal Merit Hearing for Additional Fees (Rates set out in Schedule C)

The following services will be provided by the Coordinator where the Coordinator provided the Clerk and administrative support for a specific Regional Board appeal hearing and the Regional Board's decision on that appeal is the subject of a leave to appeal application to or merit hearing at the Court of Appeal:

- a) coordinate legal counsel to represent the Regional Board in consultation with the Chief Administrative Officer of the Subject Participating Municipality, and
- b) coordinate the preparation and filing of the Regional Board hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the Regional Board's response to the leave to appeal application or merit hearing.

E. Other Service Offerings

The Coordinator may provide other services at such rates as the Parties may mutually agree to from time to time.

SCHEDULE C – SERVICE FEES AND OTHER FEES

1. **ANNUAL SERVICE FEE:** (Participating Municipality must confirm in writing which Service Package is being chosen at time of Annual Service Fee payment)

SERVICE PACKAGE A: \$410.00 (Note: this fee amount requires at least 12 Participating Municipalities) or minimum of \$300.00 if there are 20 or more Participating Municipalities)

SERVICE PACKAGE B: \$250.00 (Note: this fee amount requires at least 12 Participating Municipalities) or minimum of \$180.00 if 20 or more Participating Municipalities)

2. **ADDITIONAL FEES:**

- a. Clerk services provided by a planner will be charged at a rate of \$150/hour and Clerk services provided by a non-planner will be charged at a rate of \$70/hour.
- b. Administrative support services to the Regional Board and Clerk will be charged at a rate of \$70/hour.
- c. Court of Appeal fees: where the Coordinator is providing services relating to a leave to appeal application to or merit hearing at the Court of Appeal, these services will be charged at the rate of \$150/hr where the service is performed by a planner and at a rate of \$70/hr where the service is performed by a non-planner.
- d. Withdrawn Appeals: in instances where an appeal is filed and then withdrawn; the Participating Municipality will be obligated to pay the hourly rates for the effort put into the file.
- e. Board Member Per Diems: in instances where an appeal proceeds to a hearing; the Participating Municipality will be obligated to pay Board Member Per Diems in accordance with the following:

Up to 4 hours	Over 4 Hours
\$150	\$300

- f. Meals and Expenses: will be charged to the Participating Municipality in accordance with policies and procedures prescribed by the Coordinator.
- g. Office/Print Supplies: will be charged to the Participating Municipality on a cost recovery basis.
- h. Legal Services: will be charged to the Participating Municipality on a cost recovery basis.
- i. Audio, Digital Recording and Transcript Services: will be charged to the Participating Municipality on a cost recovery basis.
- j. Venue booking fees, rates and charges will be charged to the Participating Municipality on a cost recovery basis.

SCHEDULE "D"
PARTICIPATING MUNICIPALITIES CONTACT INFORMATION



TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	8.1
Council Meeting Date	October 9, 2018
Subject	Department Reports
For Public Agenda	Public Information
Background	Department managers supply a report to Council, bi-monthly advising Council of the work progress for the time period.
Attachments	8.1.1 Chief Financial Officer Report – Accounts Payable Listing
Recommendation	Motion by Council to accept the report from the Chief Financial Officer, as information.

Prepared By:

Wanda Stoddart
Wanda Stoddart
Chief Financial Officer

Oct 1/18
Date

Endorsed By:

Lori Hillis
Lori Hillis, CPA, CA
Chief Administrative Officer

Oct 1/18
Date


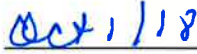


Town of Rimbey 2018
Accounts Payable Cheque List
From: 20-Sep-2018 To: 03-Oct-2018

Vendor Name	Purpose	Cheque	Date	Amount
Great West Life	GWL - Town - Oct. 2018	PAW4948	25-Sep-2018	10652.20
LAPP	LAPP - Sept. 2018 - monthly payroll - Library - J.	PAW4949	25-Sep-2018	806.62
LAPP	LAPP - Sept.26/18 - bi-weekly payroll - FCSS...	PAW4950	25-Sep-2018	1272.92
Jim Pattison Lease	Bylaw - lease	PAW4951	25-Sep-2018	1677.11
Telus Communications Inc.	Telus - Sept.10/18	PAW4952	25-Sep-2018	69.58
Telus Communications Inc.	internet	PAW4953	25-Sep-2018	101.85
Telus Communications Inc.	Beatty House	PAW4954	25-Sep-2018	69.86
Telus Communications Inc.	phone - Sept.10/18	PAW4955	25-Sep-2018	69.58
LAPP	LAPP payment for Oct.5/18 (Sept.16-29/18)	PAW4956	01-Oct-2018	7911.09
Alberta One-Call Corporation		43840	25-Sep-2018	113.40
AN Adventure Distribution &...		43841	25-Sep-2018	56.97
Anderson Service		43842	25-Sep-2018	81.90
City Of Red Deer		43843	25-Sep-2018	1470.00
Jet Ice Limited		43844	25-Sep-2018	1513.59
Municipal Property Consultants...		43845	25-Sep-2018	3590.29
New Can Truck Parts		43846	25-Sep-2018	1092.00
Outlaw Electric Ltd.		43847	25-Sep-2018	233.62
Parkland Regional Library		43848	25-Sep-2018	5471.56
PitneyWorks		43849	25-Sep-2018	3150.00
Rimbey Furnace Care & Gas...		43850	25-Sep-2018	89.25
Rimbey Implements Ltd.		43851	25-Sep-2018	51.98
RJ Plumbing and Heating		43852	25-Sep-2018	68.25
Rurka, Heather		43853	25-Sep-2018	452.00
United Farmers Of Alberta		43854	25-Sep-2018	409.41
ABC Tree Care		43855	01-Oct-2018	4725.00
Beagle Electric		43856	01-Oct-2018	3326.58
Canadian Pacific Railway...		43857	01-Oct-2018	248.00
Cimco Refrigeration		43858	01-Oct-2018	3165.75
City of Lacombe		43859	01-Oct-2018	450.00
Digitex Inc.		43860	01-Oct-2018	67.28
Evergreen Co-operative...		43861	01-Oct-2018	3430.77
Guardian Chemicals Inc.		43862	01-Oct-2018	496.37
HESCO		43863	01-Oct-2018	300.85
Hydrodig Canada Inc.		43864	01-Oct-2018	913.50
Longhurst Consulting		43865	01-Oct-2018	162.75
New Can Truck Parts		43866	01-Oct-2018	5021.62
Nikirk Bros. Contracting Ltd.		43867	01-Oct-2018	3654.00
Rimbey Chamber Of Commerce		43868	01-Oct-2018	200.00
Rimbey Fas Gas o/a 1662899...		43869	01-Oct-2018	35.70
Rimbey Implements Ltd.		43870	01-Oct-2018	86.25
Stationery Stories & Sounds...		43871	01-Oct-2018	82.69
Towle, Jeanette		43872	01-Oct-2018	159.92
Uni First Canada Ltd.		43873	01-Oct-2018	291.64
Vicinia Planning & Engagement...		43874	01-Oct-2018	4116.77
Wolseley Industrial Canada INC		43875	01-Oct-2018	1351.09

45 cheques for \$72,761.56



TOWN OF RIMBEY REQUEST FOR DECISION

Council Agenda Item	8.2
Council Meeting Date	October 9, 2018
Subject	Boards/Committee Reports
For Public Agenda	Public Information
Background	Various community groups supply minutes of their board meetings to Council for their information.
Options/Consequences	Accept the various community groups' board meeting minutes submitted to Council as information. Discuss items in question from the submitting community boards with Council members who sit as a member on the Board.
Attachments	8.2.1 Tagish Engineering Project Status Update to September 13, 2018
Recommendation	Motion by Council to accept the Tagish Engineering Project Status Updates to September 13, 2018, as information.
Prepared By:	<p> _____ Lori Hillis, CPA, CA Chief Administrative Officer</p> <p> _____ Date</p>
Endorsed By:	<p> _____ Lori Hillis, CPA, CA Chief Administrative Officer</p> <p> _____ Date</p>



PROJECT STATUS UPDATES

September 13, 2018

Town of Rimbey

Project: RBYM00000.18 RB00 - 2018 General Engineering

- August 2, 2018 Matichuk, Gerald 2018 Hydrant & Valve Replacement program was awarded Urban Dirtworks Inc. Service Agreement documents are being prepared and will be sent to the Contractor for endorsement. The Contractor is scheduled to start construction the week of August 27, 2018.
- August 16, 2018 Matichuk, Gerald Urban Dirtworks Inc. is scheduled to commence construction on the 2018 Hydrant & Valve Replacement program August 27, 2018.
- August 29, 2018 Matichuk, Gerald A meeting held August 28 with Alberta Health Services, Urban Dirtworks Inc., Director of Publicworks, Ponoka County Fire Department to discuss the installation of temporary water service to hospital during the installation of the valve on 50 Ave and 52 St. Urban Dirtworks Inc. is scheduled to commence construction on the 2018 Hydrant & Valve Replacement program Sept 6, 2018.
- September 13, 2018 Matichuk, Gerald Urban Dirtworks Inc. has provided a price for the Insertion Valve to be installed on 50 Ave and 52 St. A Insertion Valve allows for tapping into the water main while still under pressure, thus not requiring temporary water service to the Rimbey Hospital. Urban Dirtworks is scheduled to start construction on the 2018 - Hydrant & Valve Replacement program September 17, 2018.

Project: RBYM00126.00 RB126 - 2015 New Water Well Ph 1

- August 2, 2018 Matichuk, Gerald AMEC is working on preparing a draft report required by Alberta Environment to licensing Well PW17-15 as a ground water production well.
- August 16, 2018 Matichuk, Gerald AMEC has completed the "Water Act Licensing for Town of Rimbey PW17-15" report. AMEC is in the process of submitting the application to Alberta Environment to licensing Well PW17-15 as a ground water production well.
- August 29, 2018 Matichuk, Gerald AMEC has completed the "Water Act Licensing for Town of Rimbey PW17-15" report. AMEC has submitting the application to Alberta Environment to licensing Well PW17-15 as a ground water production well.
- September 13, 2018 Matichuk, Gerald AMEC has submitting the application to Alberta Environment to licensing Well PW17-15 as a ground water production well. Waiting for a response from Alberta Environment regarding licensing PW17-15 as a new well.

Project: RBYM00131.01 RB131.01 - SW Stormwater Management Plan

- August 2, 2018 Solberg, Lloyd Tagish met with Earl on July 31 to discuss the west pond. The Town has indicated that they are planning on submitting an offer to Earl for land purchase. Awaiting feedback from both the Town and Earl before we can proceed.
- August 16, 2018 Solberg, Lloyd (Aug 16) No change.
- August 29, 2018 Solberg, Lloyd Tagish will complete a design option(s) for the West Pond utilizing more area to the north. Once complete we will send it to the Town for their review.
- September 13, 2018 Solberg, Lloyd Project is on hold until the Town provides Tagish with more information regarding the west pond land acquisition.

Project: RBYM00133.00 RB133 - 2017 NE Lagoon Outlet Ditch Upg

- August 2, 2018 Matichuk, Gerald Tagish is working with Alberta Environment on the requirements related to cleaning out the Outlet Ditch. Tagish is working with Ponoka County to secure the ability to utilize the undeveloped County roadway adjacent to the Outlet Ditch in Section 15 -42 - 2 - W5M.
- August 16, 2018 Matichuk, Gerald Tagish is working on completing the engineering drawings and Tender Documents for the clean-out and construction of the Outlet Ditch - 2018 project. Tagish is working to have the Tender completed by August 31, 2018.
- August 29, 2018 Matichuk, Gerald Tagish and Director of Publicworks are meeting with land owners adjacent to the Outlet Ditch to provide information on the clean-out and construction. Tagish is working to have the Tender completed by August 31, 2018.
- September 13, 2018 Matichuk, Gerald A pre-tender meeting for the NE Lagoon Outlet Ditch Upgrades was held on September 13, 2018. Tenders close on September 20, 2018.

Project: RBYM00134.00 RB134 - 2018 Street Improvements

- August 2, 2018 Matichuk, Gerald Border Paving is completed the asphalt overlay on 47 and 48 St. J. Branco and Sons Concrete Services are scheduled to start work on 50 Ave concrete replacement the week of Aug 13, 2018.

August 16, 2018	Matichuk, Gerald	Due to the delay in receiving ACO drain channel material, J. Branco and Sons Concrete Services will be on site to complete concrete repairs on 50 Ave the week of Aug 27, 2018.
August 29, 2018	Matichuk, Gerald	J. Branco and Sons Concrete Services will be on site the week of September 3, to complete concrete repairs on 50 Ave.
September 13, 2018	Matichuk, Gerald	J. Branco and Sons Concrete Services are working on the removal and replacement of concrete curbs and sidewalks on 50 Ave.

Project: RBYM00135.00 RB135 - Standby Generator Comm Centre

August 2, 2018	Matichuk, Gerald	Tagish is working with Frontline Compression Services Inc.to provide a RFQ for the standby generator for the Community Center.
August 16, 2018	Matichuk, Gerald	Frontline Compression Services Inc.is working on completing a price quotation to provide a standby generator for the Community Center.
September 13, 2018	Matichuk, Gerald	Tagish is working with Frontline Compression Services Inc. to complete a price quotation for the supply and installation of a standby generator for the Community Center.