

AN AGREEMENT DATED THIS 1<sup>st</sup> DAY of JUNE 2019

BETWEEN

THE COUNTY OF ST. PAUL NO. 19

(the "County")

And

THE TOWN OF ST. PAUL

(the "Town")

And

THE TOWN OF ELK POINT

("Elk Point")

And

THE SUMMER VILLAGE OF HORSESHOE BAY

(the "Summer Village")

(hereinafter collectively referred to as the "Municipalities")

**ST. PAUL – ELK POINT REGIONAL INTER-MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD  
JOINT AGREEMENT**

**WHEREAS** Section 627 (1)(a) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, requires that municipalities establish a subdivision and development appeal board by bylaw; and

**WHEREAS** Section 627(1)(b) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, authorizes municipalities to enter into an agreement to establish an inter-municipal subdivision and development appeal board; and

**WHEREAS** the Municipalities have determined that it is desirable to establish an intermunicipal subdivision and development appeal board for the purposes of hearing appeals in the St. Paul – Elk Point Region.

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

**1.0 DEFINITIONS**

- 1.1 a) "Act" means the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended from time to time;
- b) "Appellant" means a person who, pursuant to the Act, has served a notice of appeal to a municipality that is a member of the ISDAB;

c) "Clerk" means the person(s) appointed to act as the clerk for the ISDAB as per Section 4.2 of this Agreement;

d) "Council" means a Council, elected pursuant to the Act, of any of the Municipalities;

e) "Development Application" means an application made to the Development Authority in accordance with a municipality's Municipal Development Plan and Land Use Bylaw to obtain a development permit;

f) "Development Authority" means the person(s) established under each municipality's respective Land Use Bylaw to perform the functions of a development authority under the Act;

g) "Inter-municipal Subdivision and Development Appeal Board (ISDAB)" means the appeal board established by the Municipalities by this Agreement pursuant to Section 627(1)(b) of the Act;

h) "Land Use Bylaw" means a Bylaw adopted as a Land Use Bylaw pursuant to the Act. Each municipality under this Agreement shall have their own unique Land Use Bylaw;

i) "Member" means an appointed member of the ISDAB;

j) "Municipalities" means the County of St. Paul, Summer Village of Horseshoe Bay, Town of Elk Point, and Town of St. Paul, individually or collectively, as the context requires;

k) "Subdivision Application" means an application established under the Subdivision and Development Regulation in accordance with the Municipality's Land Use Bylaw to obtain a subdivision approval; and

l) "Subdivision Authority" means the persons established under each municipality's respective Subdivision Authority Bylaws to perform the functions of a Subdivision Authority under the Act.

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

## **2.0 ISDAB ESTABLISHMENT**

2.1 Upon the execution of this Agreement, the ISDAB is hereby established.

2.2 The ISDAB shall hear all appeals from all decisions made by the Municipalities' Development and Subdivision Authorities.

2.3 The ISDAB has all the powers, duties, and responsibilities of a Subdivision and Development Appeal Board under the Act and the *Subdivision and Development Regulations* passed pursuant to the Act.

### **3.0 ISDAB MEMBERSHIP**

- 3.1 The ISDAB shall consist of four (4) Municipalities. The County and Town shall each appoint two (2) elected officials and five (5) at-large Members. Elk Point shall appoint one (1) elected official and three (3) at-large Members. The Summer Village shall appoint one (1) at-large Member. Hearings shall take place with five (5) Members.
- 3.2 Where a Member of Council is appointed to the ISDAB, their appointment shall terminate upon their ceasing to be a member of Council.
- 3.3 All appointed Members to the ISDAB must be fully trained in accordance with the Act prior to sitting for a hearing.
- 3.4 Each hearing of the ISDAB shall have a quorum of five (5) eligible Members required to attend. As each hearing is only allowed one elected official, that elected official shall not be from the Municipality where the appeal is generated.
- 3.5 Any Member appointed by the Municipalities is eligible to attend a hearing.
- 3.6 Each appointed Member of the ISDAB shall be appointed for a term of three (3) years and may be re-appointed upon the expiry of their term.
- 3.7 Members may be appointed or removed by resolution as required by the respective municipalities.
- 3.8 A Member appointed by the Municipality where the subdivision and development appeal is generated, shall not chair the hearing.
- 3.9 If applicable, each municipality's Code of Conduct will apply to their respective Members.
- 3.10 Under extraordinary circumstances, such as when a large number of Members of the ISDAB may have a potential conflict of interest or are unable to attend a hearing, Councils may appoint additional Members for a specific, short period of time to ensure the ISDAB will have a quorum, provided the additional Member is fully trained.

### **4.0 ISDAB CLERK**

- 4.1 The position of designated officer for the limited purpose of carrying out the function of the Clerk to the ISDAB is hereby established.
- 4.2 The four Municipalities shall each appoint one (1) employee as Clerk to handle the duties of the position for the Board.
- 4.3 At their discretion, the Municipalities may elect to jointly appoint and train a non-employee as Clerk to carry out duties as required. If the Municipalities opt to do so, a contract shall be executed with the appointed Clerk that will establish a list of duties, terms of reference, and remuneration rates for the provision of Clerk duties.
- 4.4 The responsibilities of the Clerk are as follows:
- a) Ensure that all statutory requirements of the ISDAB are met;



- b) Inform all affected parties of an appeal hearing in accordance with the *Act*;
- c) Compile all necessary documentation for distribution to the Members;
- d) Attend all ISDAB appeal hearings;
- e) Provide services for the recording of the proceedings of the ISDAB and for retention of exhibits including all written submissions to the ISDAB;
- f) Prepare the ISDAB hearing record of proceedings including the names and addresses of all parties making representations to the ISDAB;
- g) Communicate decisions of the ISDAB to the affected parties in accordance with the *Act*;
- h) Prepare orders, decisions, approvals, notices, and other items on behalf of the ISDAB; and
- i) Other duties as the ISDAB may require from time to time.

4.5 A Clerk appointed by the Municipality where the Subdivision and Development Appeal is generated, shall not perform Clerk service for the hearing, unless they are a non-employee contracted to perform Clerk services in accordance with section 4.3.

#### **5.0 MEMBER REMUNERATION**

5.1 The Municipalities shall annually, by resolution of their respective councils, establish uniform remuneration and expense rates for Members of the ISDAB.

#### **6.0 COMPLAINT FEES**

6.1 An appeal fee pursuant to section 481(1) of the *Act* shall be established individually by each municipality.

#### **7.0 COSTS**

7.1 All ISDAB costs and expenses, including the costs of Clerk services, holding the hearing, and any legal fees the ISDAB may incur, shall be paid by the Municipality where the appeal is generated.

#### **8.0 DECISIONS**

8.1 Only Members present for the entire ISDAB meeting shall participate in the making of the decision on any matter before it.

8.2 The majority decision of the Members present at the meeting shall be deemed to be the decision of the whole ISDAB.

8.3 The ISDAB may make its decision with or without conditions in accordance with the *Act*.

- 8.4 If an appeal is ~~adjourned~~ <sup>recessed</sup> for any reason following the submission of evidence, the appeal hearing may be rescheduled for another day. However, only those Members present at the original hearing shall render a decision on the matter.

## 9.0 APPEAL HEARINGS

- 9.1 ISDAB hearings will be held in the Municipality where the appeal is generated.
- 9.2 The ISDAB shall consider and decide all subdivision and development appeals that have been properly filed in accordance with the Act.
- 9.3 The ISDAB shall hold a public hearing respecting the appeal within thirty (30) days from the date of receipt of the written notice of appeal.
- 9.4 The ISDAB shall give notice of the hearing in accordance with the Act.
- 9.5 The ISDAB shall make available, for public inspection prior to the hearing, all relevant documents and materials respecting the appeal.
- 9.6 The ISDAB shall hear from affected parties in accordance with the Act.
- 9.7 Letters previously submitted to the Development Authority or Subdivision Authority shall not be considered by the ISDAB unless resubmitted for the appeal hearing. The author of the letter must be identified on the document.
- 9.8 The ISDAB shall hear appeals in public, but it may recess at any time to deliberate in private.
- 9.9 If the ISDAB desires at the hearing of the appeal to request further technical information, legal opinions, or other assistance, it may recess the hearing pending receipt of such information.
- 9.10 Electronic or similar recording devices shall not be used during the hearing by anyone in attendance except the Clerk.
- 9.11 The ISDAB shall make and keep a written record of its proceedings that will be in the form of a summary of the evidence presented at the hearing.
- 9.12 The ISDAB shall provide a written decision outlining its reasoning for the decision within fifteen (15) days after concluding the hearing.

## 10.0 GENERAL MATTERS

- 10.1 This Agreement shall remain in effect in perpetuity until updates are required.
- 10.2 Should a Municipality wish to withdraw from participation in this Agreement, they may do so by serving notice prior to April 1<sup>st</sup> of any given year, with the withdrawal taking effect on January 1<sup>st</sup> of the following calendar year.
- 10.3 In the event that a dispute arises regarding any of the clauses in this Agreement, or over a financial matter regarding the operation of the ISDAB, the Chief Administrative Officers of the Municipalities shall meet to consider the matter. The decision of the CAOs shall be final.

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

COUNTY OF ST. PAUL NO. 19

Per: \_\_\_\_\_  
Reeve

Per: \_\_\_\_\_  
CAO

TOWN OF ELK POINT

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

TOWN OF ST. PAUL

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

SUMMER VILLAGE OF HORSESHOE BAY

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
CAO

## APPENDIX A

### HEARING PROCEDURE AND RULES OF CONDUCT

#### General Procedures

- 1.0 At appeal hearings, the following procedure will be followed:
- (a) The Chairperson will call for a motion to enter into a public hearing and ask if the appellant is present to speak to the appeal;
  - (b) The Clerk will confirm the notice of appeal has been provided to all parties in accordance with the *Act*;
  - (c) The Chairperson will ask if anyone objects to any Member hearing the appeal;
  - (d) A member of staff will introduce the appeal and present the administrative report outlining the background to the appeal;
  - (e) The Chairperson shall call upon the appellant to present their appeal submissions;
  - (f) After identifying themselves, the appellant shall present their appeal within a reasonable time period;
  - (g) The Chairperson shall then call upon any persons in attendance at the hearing that are entitled to be heard by the ISDAB under the *Act* and who wish to speak in favour of the appeal;
  - (h) After identifying themselves, persons or representatives of any group or persons in favour of the appeal may address the ISDAB in turn. The ISDAB reserves the right to abbreviate repetitious oral submissions. Individuals may speak for a maximum of ten (10) minutes. One spokesperson per petition or group may speak for a maximum of ten (10) minutes;
  - (i) The Chairperson shall then call upon any persons in attendance at the hearing that are entitled to be heard by the ISDAB under the *Act* and who wish to speak in opposition to the appeal;
  - (j) After identifying themselves, persons or representatives of any group or persons in opposition to the appeal may address the ISDAB in turn. The ISDAB reserves the right to abbreviate repetitious oral submissions. Individuals may speak for a maximum of ten (10) minutes. One spokesperson per petition or group may speak for a maximum of ten (10) minutes;
  - (k) The Chairperson shall call upon the appellant and those persons in attendance at the public hearing who spoke in favour of the appeal for any rebuttal to the points raised by those who spoke in opposition to the appeal. Rebuttal comments are restricted to addressing new points raised by those who spoke in opposition to the appeal;



- (l) After a presentation is concluded, any Member may ask the presenter relevant questions;
- (m) After all presentations from the public have been completed, any Member may ask the staff member present relevant questions; and
- (n) Following the public presentation and Member questions, the Chairperson shall close the hearing.

2.0 Following the close of the public hearing, the ISDAB shall deliberate and make its decision. The ISDAB may deliberate and make its decision in closed session.

#### Petitions and Letters

- 3.0 Persons signing such petitions are deemed to have had their position advanced by the petition and accordingly they may not speak unless they remove their names from the petition.
- 4.0 Individuals who have submitted a letter may only address the ISDAB on new non-repetitious information not contained in the letter.
- 5.0 With the ISDAB's approval, an individual or group may submit the written submissions as part of their presentation at the public hearing by providing copies of the same to the ISDAB at the start of their presentation.

#### Presentation Materials

- 6.0 The use of slides, maps, videos, and PowerPoint presentations are permitted. These materials, along with the various written submissions, become the property of the ISDAB as exhibits to the public hearing.

#### Introduction of Speakers

- 7.0 Persons addressing the ISDAB shall give their name, location of residence, and indicate as to whether they will be speaking on their own behalf or for another person or for a group and address the Chairperson when responding to questions or providing information.
- 8.0 A person who does not identify themselves will not be given the opportunity to address the ISDAB.

#### Conduct at Hearings

- 9.0 Members of the public in attendance at a hearing shall:
  - (a) Address the ISDAB through the Chairperson;



- (b) Maintain order and quiet;
  - (c) Not applaud or otherwise interrupt any speech or action of the Members or any other person addressing the ISDAB.
- 10.0 The Chairperson may order a member of the public who disturbs or acts improperly at a hearing by words or actions to be expelled.
- 11.0 A Member wishing to speak at a hearing shall obtain the approval of the Chairperson before speaking.
- 12.0 When a Member or member of the public is addressing the Chairperson, every other Member shall:
- (a) Remain quiet and seated;
  - (b) Not interrupt the speaker except on a point of order querying whether proper procedure is being followed;
  - (c) Not carry on a private conversation;
  - (d) Not cross between the speaker and the Chairperson.

#### Pecuniary Interest

- 13.0 For the purpose of this Agreement, the term "Member's Family" shall have the same meaning as the term "Councillor's Family" under Section 169 of the Act.
- 14.0 No Member shall participate in the hearing of any matter before the ISDAB in which the Member has a pecuniary interest.
- 15.0 A Member has a pecuniary interest in a matter if:
- (a) The matter could monetarily affect the Member or an employer of the Member; or
  - (b) The Member knows or ought to know the matter could monetarily affect the Member's Family.
- 16.0 For the purposes of determining whether a Member has a pecuniary interest in the matter before the ISDAB, the provisions of Section 170(3) of the Act shall apply, substituting the term "Member" for "Councillor."
- 17.0 Where a Member has a pecuniary interest in the matter before the ISDAB, the Member shall:
- (a) Disclose the nature of the pecuniary interest to the Chairperson and Clerk of the ISDAB;
  - (b) Abstain from participating in the appeal hearing;
  - (c) Abstain from any discussion of voting on the matter;
  - (d) Be absent from the room in which the appeal is heard, except to the extent that the Member is entitled to be heard before the ISDAB as an appellant or person affected by the matter before the ISDAB.

- 18.0 Where Council becomes aware of a breach of these provisions by a Member of the ISDAB, the Council shall review the facts of the case and decide as to whether the Member, in the opinion of Council, has breached pecuniary interest provisions of this Appendix.
- 19.0 Where, after its review pursuant to Section 18.0, the appointing Council determines that a breach of the pecuniary interest provisions has occurred, Council may rescind the Member's appointment to the ISDAB.

Confidentiality and Commitment

- 20.0 A Member of the ISDAB shall:
- (a) Not discuss any matter under appeal with any party to that appeal, outside of the formal hearing process;
  - (b) Keep closed sessions discussions as well as any legal advice discussed within the ISDAB confidential, except where required to disclose the information by law;
  - (c) Attend all ISDAB hearings to which they have been assigned unless prior written consent has been received from the Chairperson;
  - (d) Participate in the deliberation and decision-making process on all matters to which he or she has been assigned and has attended the public hearing for.
- 21.0 Where, after its review pursuant to Section 20.0, the appointing Council determines that a breach has occurred, Council may rescind the Member's appointment from the ISDAB.