JOINT SUBDIVISION AND DEVELOPMENT APPEAL BOARD AGREEMENT

WHEREAS Section 627 of the Municipal Government Act, RSA 2000 requires each Municipality to provide for a Subdivision and Development Appeal Board; and

WHEREAS Section 627 (b) of the Municipal Government Act, RSA 2000 allows each Municipality to enter into an agreement with one or more Municipalities to establish an Inter-Municipal Subdivision and Development Appeal Board;

NOW THEREFORE, the Councils for the Summer Villages listed in Schedule "A", which is attached to and forms part of this agreement, and which may be amended from time to time, do agree as follows:

Part I:

1. That a board known as the Joint Subdivision and Development Appeal Board, hereinafter called "The Board" is hereby established;

2. The Board shall be comprised of members of the Joint Appeal pool established through this agreement with Summer Villages within Lac Ste. Anne County;

    a) The Summer Villages may each appoint, by resolution of Council, to the Joint Appeal pool;
    b) There shall be no less than four (4) members in the Joint Appeal pool;
    c) No person who is a Development Officer or a member of a Municipal Planning Commission shall be appointed to act as a member of the Joint Appeal Board;
    d) Each member shall be appointed for a term not exceeding three (3) years and may be re-appointed upon the expiry of its members;
    e) Any vacancy caused by the death, retirement or resignation of a member shall be filled by an appointment made by one Council that is party to this agreement;
    f) A member shall not be disbanded or discharged without cause.

3. Three (3) members of the Pool shall constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by The Board, provided that a majority of the members are not representatives for the municipality in which the appeal has been made;

4. A decision of The Board shall be made only by those members present at a meeting duly convened;

5. The decision of the majority of the members present at a meeting duly convened shall be deemed to be the decision of The Board;

6. The Board shall hold such meetings as are necessary to fulfill The Board's responsibility;

7. The Secretary of the Board, being the Municipal Administrator for the municipality in which the appeal is being made, shall prepare and maintain a record of written minutes of the business transacted at all meetings of The Board, copies of which shall be regularly filed with the Council;

8. The remuneration, travelling and other expenses of the Joint Appeal Pool members shall be as established by agreement, and is attached to and forms part of this agreement as Schedule "B";

9. The setting of fees for any matter coming before The Board shall be established by resolution of each municipal Council as it considers necessary;

10. a) The Board shall elect a Chairman from among those pool members in attendance at any required meeting;
    b) The election of Chairman shall occur at the beginning of each meeting;

11. a) The administration of subdivision appeals shall be performed by the Secretary of the Board as appointed by the Development Authority in accordance with an agreement established with the Development Authority;
    b) The administration of development appeals shall be performed by the Secretary of the Board as appointed by the Development Authority in accordance with an agreement established with the Development Authority;

Part II:

12. The Board shall hear appeals where a Development Officer or Municipal Planning Commission;
    a) refuses or fails to issue a Development Permit to a person within 40 days of receipt of the application;
    b) issues a Development Permit subject to conditions;
    c) issues an Order under Section 645 of the Municipal Government Act, RSA 2000.

13. The Board shall hear appeals from any other person affected by an order, decision or development permit of a Development Officer or Council;

14. The Board shall give at least five (5) days notice, in writing, of the public hearing to:
    a) the appellant;
    b) The Development Officer from whose order, decision or development permit the appeal is made;
    c) Council of the municipality if it is not the Development Officer;
    d) Those owners required to be notified under the Land Use Bylaw and any other person that the Development Appeal Board considers to be affected by the appeal and should be notified.

15. In determining an appeal, The Board;
    a) shall comply with any regional plan, statutory plan, and subject to clause 15 (c), any Land Use Bylaw or land use regulations in effect;
    b) may confirm, revoke or vary the order, decision or development permit or any condition attached to any of them or make or substitute an order, decision of its own;
    c) development permit notwithstanding, that the proposed development does not comply with the Land Use Bylaw or land use regulation if, in its opinion:
        i) the proposed development would not;

a) unduly interfere with the amenities of the neighbourhood, or
b) materially interfere with or affect the use, enjoyment or value of neighbouring properties, and

ii) the proposed development does not conflict with the use prescribed for that land or building in the Land Use Bylaw or land use regulations, as the case may be.

16. The Board shall give its decision, in writing together with reasons for the decision, within fifteen (15) days of the conclusion of the hearing;

Part III:

17. This agreement shall come into effect on March 1, 2005 and shall remain in effect for a term of one (1) year, at which time it shall be reviewed by all Councils participating in the Joint Subdivision and Development Appeal Board. If no concerns or problems are raised, the agreement shall continue to be in effect and shall renew annually;

18. Notice of desire to withdraw from the agreement shall be given to all other participant municipalities in writing 60 days prior to withdrawal date.

This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject hereof.

IN WITNESS WHEREOF, the Summer Villages have hereunto affixed their signatures.

Birch Cove	Nakamun Park
Sandy Beach	Silver Sands
South View	~~Sunrise Beach~~ Val Quentin
Sunset Point	~~Val Quentin~~ Sunrise Beach
West Cove	Yellowstone
	Ross Haven

Dated this 15th day of April, 2005

Schedule "A"

PARTICIPATING MUNICIPALITIES:

Appointees

Summer Village of Birch Cove	Jeff Taylor
Summer Village of Nakamun Park	Dwayne Wilmar
Summer Village of Ross Haven	Rick Parrik
Summer Village of Sandy Beach	Robert Greschuk
Summer Village of Silver Sands	
Summer Village of South View	Roger Pratt
Summer Village of Sunrise Beach	
Summer Village of Sunset Point	Al Morrison
Summer Village of Val Quentin	Bob Lehman
Summer Village of West Cove	Doug Krasowski
Summer Village of Yellowstone	Reg Pointe

Schedule "B"

REMUNERATION

Honorarium:	$ 75.00 (1 to 4 hours) $150.00 (4 to 8 hours)
Mileage:	.45 per kilometer