

BY-LAW NO. 698-95
OF THE
TOWN OF OYEN
IN THE PROVINCE OF ALBERTA

This is a By-law of the Town of Oyen to authorize the execution of a Master Agreement between the Town of Oyen and other municipalities for the establishment of an intermunicipal planning agency.

WHEREAS the Municipal Government Act allows a municipality to enter into an agreement with other municipalities for the performance of any matter or thing judged to be of benefit to them;

AND WHEREAS the Town of Oyen considers it beneficial to enter into an agreement with certain other municipalities for the provision of land use planning services.

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

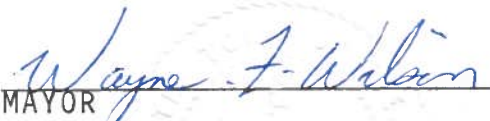
1. The Master Agreement establishing a joint municipal committee to be known as the Palliser Regional Municipal Services, a copy of which is attached hereto, is hereby ratified and approved; and the Mayor and the Municipal Administrator are hereby authorized to execute the said agreement for and on behalf of the Town of Oyen.
2. By-law No. 692-95 is hereby repealed.
3. This By-law shall come into full force and effect upon third reading.

Councillor Snell moved the first reading of By-law No. 698-95. CARRIED UNANIMOUSLY.

Councillor Berg moved the second reading of By-law No. 698-95. CARRIED UNANIMOUSLY.

It was moved by Councillor Lehman that By-law No. 698-95 be given third reading. CARRIED UNANIMOUSLY.

Councillor Van Otterloo moved the third and final reading of By-law No. 698-95 this 18th day of July 1995. CARRIED UNANIMOUSLY.


MAYOR


MUNICIPAL ADMINISTRATOR

**MASTER AGREEMENT TO ESTABLISH
PALLISER REGIONAL MUNICIPAL SERVICES
SUCCESSOR TO THE
PALLISER REGIONAL PLANNING COMMISSION**

MASTER AGREEMENT FOR THE ESTABLISHMENT OF THE PALLISER REGIONAL MUNICIPAL SERVICES ENTERED EFFECTIVE THE 1ST DAY OF MARCH, 1995.

B E T W E E N :

**EACH OF THE MUNICIPALITIES WHO
HAVE EXECUTED THIS AGREEMENT
IN COUNTERPART**

Authority

WHEREAS the *Municipal Government Amendment Act*, R.S.A., 1995 (Bill 32-Section 625) (the "Act") allows a municipality to enter into an agreement with other municipalities for the performance of any matter or thing judged to be of benefit to them:

AND WHEREAS the municipalities executing this agreement wish to set up an inter-municipal organization to provide them with land use planning, subdivision processing, and associated services previously provided by the Palliser Regional Planning Commission under the provisions of the *Planning Act*:

THEREFORE the municipalities (the "members") agree as follows:

PART 1

1. Establishment of Agency

- 1.1 There is hereby established a joint municipal committee to be known as the Palliser Regional Municipal Services (the "Agency");

PART 2

2. Relationship to the former Palliser Regional Planning Commission

- 2.1 Subject to all approvals under the Transitional Guidelines established by Alberta Municipal Affairs, the Agency will take over and absorb the net assets including tradename, trademark and real property of the Palliser Regional Planning Commission (the "Commission"), which is expected to be abolished by Ministerial Order, or changes to the *Planning Act* after April 1, 1995.
- 2.2 All outstanding liabilities of the Commission, including, but not limited to any claims by staff of the former Commission concerning pay and benefits, will be discharged in full or suitable arrangements made prior to its dissolution and the Agency will not be responsible for any of these liabilities.
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PART 3

3. Operations and Sources of Funds

- 3.1 The Agency will provide its members with planning services as a benefit of membership, the amount or the form of these services to be in accordance with the member and the Agency.
- 3.2 The Agency will be financed in part in 1995-96 by the member municipal payment to agency which is equivalent to the 1994/95 requisition to the Alberta Planning Fund. In subsequent years, funding of the agency will be in accordance with the a funding formula outlined in Appendix A which forms part of this agreement.
- 3.3 Where requested by a member, the Agency will process subdivision applications for the municipality and will finance this work through fees to be paid to the Agency by the applicant for subdivision.
- 3.4 The Agency may sell goods and services to municipalities which are not members of the Agency, other governments and the private sector, at fees or within a range of fees to be established by the Board from time to time.
- 3.5 The Agency may pursue other sources of income as authorized by the Board, but the Board may not levy any increased amount on members other than as provided in this agreement with such member.

PART 4

4. Administration

- 4.1 In order to provide the services contemplated under this agreement, the Agency may:
 - a) enter into agreements with the Local Authorities Pension Plan and other staff insurance and benefit packages as authorized by the Board;
 - b) enter into leases for office space and equipment; and
 - c) purchase and dispose of assets such as office equipment, maps, plans, survey equipment, computer hardware and software and other things necessary to undertake planning work for the members.

PART 5

5. Fiscal Year and Inspection of Books and Records

- 5.1 The Agency's Fiscal Year shall be April 1st to March 31st.
- 5.2 The financial books and records shall be maintained in such manner as may be designated by the Board from time to time.
- 5.3 The books and records of the Agency shall be open to the inspection of the authorized representatives of the parties hereto at all times.

PART 6

6. Annual Meetings

- 6.1 The Annual meeting of the Agency shall be held in November of each year.
 - 6.2 Each member has the opportunity to be represented by a person appointed by resolution of its Council.
 - 6.3 Each member is entitled to attend the Annual Meeting and to vote on all matters.
 - 6.4 At the Annual Meeting, the Director shall present the audited financial statements and shall report on the activities of the past year.
 - 6.5 At the Annual Meeting, the Chairman shall present the budget for the Fiscal Year for adoption by the members.
 - 6.6 At the Annual Meeting, the members shall elect the Board of Directors.
 - 6.7 Representatives of members attending the Annual Meeting or other full membership meetings shall not be paid any honorarium or travel expenses by the Agency.
 - 6.8 In addition to the Annual Meeting, the Agency will hold a minimum of two other general meetings for the membership to discuss issues and items of mutual benefit and concern.
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PART 7

7. Initial Organizational Meeting

- 7.1 As soon as possible, after sufficient municipalities have by bylaw and ministerial order agreed to join the Agency, the Agency shall hold an Initial Organizational Meeting at which an interim Chairman and Board of Directors shall be elected with all powers set out below, to hold office until the first Annual Meeting in November of 1995.

PART 8

8. Board of Directors

- 8.1.1 The Agency shall be governed by a Board (the "Board"), which shall consist of:
- a) three representatives of rural municipalities, one of which shall be from the Special Areas, elected from such members at the Annual General Meeting;
 - b) three representatives of urban municipalities, one of which shall be from the City of Drumheller, elected from such members at the Annual General Meeting.
- 8.1.2 Where there are insufficient numbers of members of each form of municipality to form the Board of Directors as set out in 8.1.1, a lesser number of representatives from each form of municipality, in accordance with their representation, shall form the Board of Directors.
- 8.2 Unless the Board decides otherwise, it shall meet at the call of the Chair.
- 8.3 A quorum for members of the Board shall be three.
- 8.4 The Board's duties shall be to oversee the operations of the Agency, including, but not necessarily limited to, the following:
- a) to employ the Director/Sr. Planner to act as the Chief Executive of the organization and, if necessary, to dismiss any such Director;
 - b) to set a budget for the forthcoming year;
 - c) to appoint signing authorities for cheques, contracts, and other documents;
 - d) to appoint an auditor;
 - e) to negotiate and set standards of employment for staff;
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- f) to ensure that the Agency is fully insured against claims that may be made for negligence or other liability;
 - g) to ensure that any surplus funds are returned to members in a fair manner;
 - h) if a vacancy occurs in the membership of the Board, to appoint a representative to fill the vacancy from the same group of municipalities that elected the previous representative to serve until the next Annual Meeting of the Agency;
 - i) to establish the rate of travel expenses for staff.
- 8.5 Members of the Board may receive an honorarium for their attendance and travel expenses at the same rate as staff, provided that this is approved by a majority vote at the Annual Meeting.

PART 9

9. The Director / Sr. Planner

9.1 The Director / Sr. Planner shall:

- a) be the chief executive and financial officer of the Agency;
- b) engage and dismiss staff accordingly to the budget and any policy directions received from the Board;
- c) oversee the work of the office and allocate responsibilities to employees;
- d) have subdivision approving authority in accordance with direction established by the Board.

PART 10

10. Membership

- 10.1 Membership in the Agency by a municipality is automatic when a municipality bylaw enters this agreement.
 - 10.2 Membership of the Agency is ongoing and does not require re-affirmation by members and continues for so long as a municipality is willing to utilize the agency's services.
 - 10.3 A member may terminate its membership in the Agency upon six months' notice being given and upon payment in full of any money owing to the Agency.
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- 10.4 Upon termination of membership, by a member municipality, that member:
- a) shall not be entitled to any distribution or share of any assets of the Agency;
 - b) shall be entitled to all files, records and documents respecting the planning services which have been provided by the Agency to such member;
 - c) shall continue to be liable to pay to the Agency any money payable.

PART 11

11. Committees

11.1 The Agency may establish:

- a) a subdivision committee to consider applications for subdivisions on behalf of municipalities which have delegated subdivision approving authority to the agency;
- b) such other committees, as may be required from time-to-time, to fulfill the roles and perform the duties of the Agency; and
- c) confer decision making authority on the committee, other than policy, finance and other matters otherwise specifically provided for elsewhere in this agreement.

PART 12

12. Date of Commencement

- 12.1 The Agency shall come into existence when at least three municipalities have enacted the necessary bylaw and signed this agreement. The Agency shall commence operations on the 1st day of April, 1995.

PART 13

13. Termination

- 13.1 This agreement may be terminated and the Agency may be wound up on resolution passed the Annual Meeting or at a Special Meeting called by not less than 5 members upon 30 days' prior written notice to all other members, by a two-thirds majority of the members present and voting.

- 13.2 If it is determined that the Agency be wound up, the net assets after payment of all liabilities, including all liabilities under any subsisting service agreements, shall be distributed to the members at that time in proportion to their equalized assessment as established by the previous year and published by Alberta Municipal Affairs.
- 13.3 Following the establishment of a funding formula and if it is determined that the Agency be wound up, the net assets shall be distributed to the members based on a determination which reflects the contributions by each of the member municipalities over the years.

PART 14

14. Amendment of Agreement

- 14.1 This agreement may be amended at the Annual Meeting or at a Special Meeting called by not less than 5 members upon 30 days' prior notice to all other members, by resolution passed by a two-thirds majority of the members present and voting.

PART 15

15. Execution in Counterpart

- 15.1 This agreement may be executed in counterpart and shall be binding upon and be enforceable by all of the municipalities so executing the same.

EXECUTED this 18th day of July, 1995.

Town of Oyen

Per: _____

Wayne F. Wilson
Mayor

Per: _____

Webbie Kevitch
Municipal Adm.

(c/s)

Appendix A
Funding Formula

The funding formula for Palliser Regional Municipal Services combines requisitions based on 50% of the requisition being derived from a percentage of the regional population and 50% of the requisition based on an equalized assessment calculation.

Population Requisition

50% of total Municipal Requisition x % Municipal Population of total Regional Population = Requisition

Equalized Assessment Requisition

Mill Rate* x Municipal Equalized Assessment = Requisition

* Mill Rate is calculated as follows:

- Urban Calculation

50% Municipal Requisition x % total Urban Requisition = V
 $V \times 1000 \div \text{total urban equalized} = \text{Mill Rate.}$

- Rural Calculation

50% Municipal Requisition x % total Urban Requisition = V
 $V \times 1000 \div \text{total rural equalized} = \text{Mill Rate.}$