



MEMBERSHIP SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

OLDMAN RIVER REGIONAL SERVICES COMMISSION, a commission established under
the Municipal Government Act,

with offices at 3105 – 16 Avenue North, Lethbridge, Alberta

("the Commission")

AND

VILLAGE OF GLENWOOD, a municipal authority in the Province of Alberta

("the Member Municipality")

1. DEFINITIONS

1.1 In this Agreement:

Appeal Boards means Subdivision and Development Appeal Boards (SDAB) and Assessment Review Boards (ARB) established in accordance with the governing legislation, including the Municipal Government Act.

ARB means an Assessment Review Board established and operating in accordance with the Governing Legislation, including the Municipal Government Act.

ARB Board Member means a person appointed by a member municipality to the Regional Assessment Review Board, who is responsible for hearing and deciding assessment complaints in accordance with applicable legislation and who acts in an impartial, quasi-judicial capacity.

ARB Clerk means the individual designated by the Commission to provide administrative, procedural, and advisory support to the Regional Assessment Review Board, including coordinating hearings, maintaining records, issuing notices and decisions, and ensuring compliance with applicable legislation, while remaining independent of the Board's decision making function.

Board means the Board of Directors of the Oldman River Regional Services Commission (ORRSC).

Board Member or **Director** means an elected official appointed by a Member Municipality to serve on the Board.

Bylaw means a bylaw adopted by the Board in accordance with the Governing Legislation, as amended from time to time.

Cause means a serious, persistent, or material breach of this Agreement by a party to this agreement, including failure to comply with duties, obligations, or restrictions set forth herein.

Ceiling means the maximum annual membership fee established by the Board, representing the highest amount that may be charged for annual membership under this Agreement, as may be amended from time to time by the Board.

CISDAB Board Member means a person appointed by a member municipality to the Chinook Intermunicipal Subdivision and Development Appeal Board, who is responsible for hearing and deciding subdivision and development appeals in accordance with applicable legislation and who acts in an impartial, quasi-judicial capacity.

CISDAB Clerk means the individual designated by the Commission to provide administrative, procedural, and advisory support to the Chinook Intermunicipal Subdivision and Development Appeal Board, including coordinating hearings, maintaining records, issuing notices and decisions, and ensuring compliance with applicable legislation, while remaining independent of the Board's decision making function.

Chinook SDAB means a Subdivision and Development Appeal Board established and operating in accordance with the Governing Legislation, including the Municipal Government Act.

Chair means the Chair of the Board and is elected annually in accordance with the Governing Legislation.

Chinook Board means the regional appeal board service administered through the Chinook Intermunicipal Subdivision and Development Appeal Board partnership and operating in accordance with the Governing Legislation and applicable intermunicipal agreements.

Commission means the Oldman River Regional Services Commission, a municipal planning and regional services commission established under the Municipal Government Act.

Commission CAO means the Chief Administrative Officer of the Commission, responsible for the administration and operation of the Commission, the management of its staff and services, and the implementation of policies and direction as established by the Board of Directors.

Employee(s) means any staff member employed by ORRSC, including but not limited to Planning, Subdivision, GIS, and administrative staff.

Fee-for-Service means services provided by ORRSC that are not included within the Membership Fee, as listed in Schedule 3.

Floor means the minimum annual membership fee established by the Board, representing the lowest amount that may be charged for annual membership under this Agreement, as may be amended from time to time by the Board.

GIS Services means Geographic Information System services delivered by ORRSC for an additional fee in accordance with separate GIS agreement Service Terms and Fees.

Governing Legislation means the applicable provincial statutes and regulations governing the establishment and operation of ORRSC and municipal boards in Alberta, including the Municipal Government Act, as amended or replaced.

Major means work that exceeds routine planning services and requires a significant allocation of Commission time, resources, coordination, or specialized analysis, as determined by ORRSC.

Member Municipality means a municipality that is party to this Agreement and participates as a member of ORRSC.

Member CAO means the Chief Administrative Officer of the Member Municipality.

Membership Fee means the fee payable annually by the Member Municipality in accordance with the formula approved by the Board and detailed in Schedule 3.

Mill Rate means the applicable rate used for the purposes of calculating a Member Municipality's Annual Member Contribution under this Agreement. The Mill Rate may differ between Urban and Rural Member Municipalities, as determined and approved by the Board from time to time.

Municipal Government Act or **MGA** means the Municipal Government Act (Alberta), R.S.A. 2000, c. M-26, as amended or replaced.

ORRSC means the Oldman River Regional Services Commission, a municipal planning and regional services commission established under the Municipal Government Act.

Total Equalized Assessment means the aggregate of the equalized assessed values of all taxable property within the municipality, as determined in accordance with the methodologies, regulations, and equalization factors prescribed by Alberta Municipal Affairs, as amended or replaced from time to time.

Work Plan means the annual planning and service delivery plan jointly developed and approved by the Member CAO and the Commission CAO in accordance with Section 6.

2. GENERAL

2.1 Nature of the Commission

- 2.1.1 The Oldman River Regional Services Commission ("the Commission") is a municipal, cooperative, not-for-profit regional services commission established under the Municipal Government Act for the benefit of its member municipalities.
- 2.1.2 The Commission exists to provide shared municipal planning, subdivision, appeal board, GIS, and related services in an efficient, cost-effective, and coordinated manner.
- 2.1.3 The Commission operates on a cooperative ownership model: each Member Municipality is a contributing member but does not hold equity, shares, or any financial entitlement to Commission assets, unless otherwise expressly provided for in this Agreement.
- 2.1.4 The Schedules to this Agreement are incorporated into and form part of this Agreement. The Commission may amend the Schedules from time to time in its discretion regarding any legislative changes, operational improvements, service delivery refinements, changes to fees or fee models, and any other changes where authority has been explicitly granted to the Board of Directors, and such

amendments shall not constitute an amendment to, or otherwise affect the interpretation, validity, or enforceability of, the main body of this Agreement.

- (a) Written notice to the Member Municipalities may be provided regarding any amendments as set out in 2.1.4.

2.2 Governance

- 2.2.1 The Commission is governed by a Board of Directors comprised of elected officials appointed by each Member Municipality in accordance with the Municipal Government Act .
- 2.2.2 The Board is responsible for establishing policy, approving budgets, adopting bylaws, and ensuring compliance with legislation and the Municipal Government Act .
- 2.2.3 The Executive Committee, elected annually by the Board, exercises authority as delegated in the Commission bylaws.
- 2.2.4 The Commission CAO is responsible for administration, employee supervision, implementation of Board direction, and delivery of services to Member Municipalities.

2.3 Relationship with Member Municipalities

- 2.3.1 The Member Municipality acknowledges the Commission as its regional provider of planning, subdivision, SDAB, ARB, and related municipal services.
- 2.3.2 The Member Municipality shall cooperate with the Commission and provide timely access to information, staff, records, facilities, and other resources reasonably required for the Commission to fulfill its duties.
- 2.3.3 The Member Municipality shall ensure its staff and elected officials follow appropriate communication channels, including that operational matters are directed through the Commission CAO, and that formal instructions, requests, and approvals are provided through authorized administrative contacts or by resolution of Council, as applicable;

2.4 Staff Direction and Conduct

- 2.4.1 All Commission employees, including Planning, GIS, Subdivision, and administrative personnel, are under the sole direction and supervision of the Commission CAO.

- 2.4.2 Individual elected officials, employees, or representatives of the Member Municipality shall not provide operational direction to Commission staff or alter their current work priorities, except through approved governance and administrative channels.
- 2.4.3 Routine coordination between Member Municipalities and Commission staff is appropriate; however, with the exception of such routine coordination, matters of concern regarding services, staff conduct, or performance shall be referred through the CAO-to-CAO process.
- 2.4.4 The Member Municipality shall engage with Commission employees in a respectful and professional manner at all times.
- 2.4.5 Incidents of interference, inappropriate conduct, or disrespect will be referred to the Commission CAO for resolution.

2.5 Responsibilities of the Commission

- 2.5.1 The Commission shall provide the services set out in this Agreement with reasonable skill, care, and diligence expected of a professional municipal services provider.
- 2.5.2 The Commission shall maintain adequate staffing, records, policies, and administrative systems to meet service obligations.
- 2.5.3 The Commission shall comply with all applicable provincial legislation, regulations, and its governing bylaws .
- 2.5.4 The Commission shall maintain and safeguard all documents created for the Member Municipality subject to applicable privacy and records legislation.
- 2.5.5 The Commission shall ensure its employees engage with Member Municipality representatives in a respectful and professional manner at all times.

2.6 Responsibilities of the Member Municipality

- 2.6.1 The Member Municipality shall provide accurate, timely, and complete information required for the Commission to perform its duties.
- 2.6.2 The Member Municipality is responsible for statutory notices, meeting logistics, public hearing requirements, and other matters normally within municipal jurisdiction unless otherwise agreed in writing.

2.6.3 The Member Municipality acknowledges responsibility for all decisions made by its Council, Municipal Planning Commission, Subdivision Authority, Development Authority, Subdivision and Development Appeal Board, Assessment Review Board, or other municipal bodies.

2.6.4 The Member Municipality will provide the Commission with Power of Attorney for the purpose of expediting the administrative process of subdivision application approvals.

2.7 Conditions of Membership

2.7.1 Membership enables access to services listed in this Agreement at the established membership rates.

2.7.2 The Member Municipality acknowledges that its participation in the Commission is solely for the purpose of receiving and supporting services, and does not create a partnership, joint venture, corporate share, profit entitlement, or any broader ownership or fiduciary relationship.

3. TERM

3.1 Commencement and Duration

3.1.1 This Agreement comes into effect on the date it is fully executed by both the Commission and the Member Municipality ("the Effective Date").

3.2 Indefinite Term

3.2.1 The Agreement shall continue indefinitely unless terminated in accordance with Section 13 of this Agreement.

3.3 Continuity of Services

3.3.1 The Commission shall continue to provide all membership services to the Member Municipality throughout the term of this Agreement, subject only to:

- (a) payment of fees in accordance with Schedule 3;
- (b) adherence to the obligations set out in this Agreement; and
- (c) compliance with any applicable legislation, Commission Bylaws, or Board resolutions.

3.4 Survival of Obligations

- 3.4.1 Any obligations that by their nature are intended to survive termination, including, but not limited to, confidentiality, indemnification, records access, and payment obligations, shall remain in effect following the termination or withdrawal of the Member Municipality.

4. SERVICES INCLUDED IN MEMBERSHIP

The Membership Fee entitles the Member Municipality to the following services delivered by the Commission. These services form the core responsibilities of the Commission and are provided without additional charge unless expressly stated.

4.1 Professional Planning Services

- 4.1.1 The Commission shall provide professional planning support and advisory services to the Member Municipality, including but not limited to:
- (a) Access to day-to-day advice on the interpretation and application of statutory plans, land use bylaws, development regulations, and other matters pertaining to planning and development;
 - (b) Interpretation of applicable provincial legislation including the Municipal Government Act, Alberta Land Stewardship Act, and related statutory instruments;
 - (c) Attendance by Commission staff at Council meetings, Council Committee meetings, Development Authority and Subdivision Authority meetings, and other meetings as requested and mutually agreed upon;
 - (d) Participation in municipal strategic planning and policy sessions as they relate to land use planning, growth management, and development matters;
 - (e) Consultation with Provincial Government departments, agencies, regional stakeholders, and other bodies on matters affecting the Member Municipality;
 - (f) Attendance at hearings before the Land and Property Rights Tribunal and other administrative tribunals where such attendance relates to matters before the Commission or affecting the Member Municipality;
 - (g) Provision of orientation, workshops, and educational sessions for Council members, municipal staff, and appointed boards; and
 - (h) Review and comment on subdivision design proposals and development concepts,

- (i) Attendance at subdivision or development appeal hearings where the Commission processed the application or were requested by the Member Municipality.

4.2 Statutory Plans and Bylaws (Routine Amendments)

4.2.1 The Commission shall prepare and process amendments to the following statutory documents where such amendments are initiated by the Member Municipality, including by resolution of Council or direction of the Chief Administrative Officer:

- (a) Municipal Development Plans (MDP);
- (b) Intermunicipal Development Plans (IDP);
- (c) Area Structure Plans (ASP);
- (d) Area Redevelopment Plans (ARP); and
- (e) Land Use Bylaws (LUB).

4.2.2 The Commission shall also provide:

- (a) Assistance and advice related to road closures;
- (b) Updates to bylaws to correct minor errors, omissions, or inconsistencies; and
- (c) Updates required to maintain legislative compliance.

4.2.3 The Commission shall determine, acting reasonably and in good faith, whether any amendment constitutes routine work included within the Membership Fee or a Major Project subject to Fee-for-Service billing in accordance with Schedule 3.

4.3 Subdivision Services

4.3.1 The Commission shall provide complete subdivision processing services, including:

- (a) General advice to residents, landowners, and developers regarding subdivision procedures and requirements;
- (b) Pre-application consultation to review proposed subdivisions;
- (c) Circulation of subdivision applications to relevant agencies and stakeholders;
- (d) Technical review and evaluation of subdivision proposals;
- (e) Preparation of staff reports, recommendations, and draft conditions;
- (f) Issuance and documentation of subdivision decisions;
- (g) Coordinate finalization, including endorsements; and
- (h) Attendance at subdivision-related appeals or hearings where the Commission processed the application.

4.4 Communications and Advisory Services

4.4.1 The Commission may provide the Member Municipality with:

- (a) Access to educational publications, planning research, and technical materials prepared by the Commission;
- (b) Regular updates and advisory bulletins regarding legislative changes, regulatory initiatives, and planning trends;
- (c) Notifications of regional or intermunicipal initiatives relevant to the Member Municipality;
- (d) Information, analysis, and advisory updates regarding emerging development trends, planning practices, and new or evolving planning initiatives; and
- (e) Population analysis and projections, including demographic trends and growth considerations, to support municipal planning, policy development, and decision-making.

4.5 Mapping and Technical Services That Support Identified Member Products

4.5.1 The Commission shall provide the following mapping services as part of membership, excluding the Fee-For-Service services listed in Section 4.11:

- (a) Maintenance and updating of cadastral base maps;
- (b) Access to Commission archives, registered plan inventories, and historical mapping;
- (c) Preparation of subdivision sketches for Council or public presentations;
- (d) Mapping required for statutory plans, bylaws, reports, and municipal planning processes;
- (e) Preparation of visual aids and display materials for public meetings, open houses, and hearings; and
- (f) Development and maintenance of internal GIS systems for Commission use, including use by planning and subdivision staff in carrying out planning functions and land use review on behalf of Member Municipalities.

4.5.2 GIS services beyond the above scope may be provided under a separate agreement.

4.6 Chinook Intermunicipal Subdivision and Development Appeal Board (CISDAB) Services

4.6.1 The Commission shall provide Chinook Intermunicipal SDAB services, including:

- (a) Administration, coordination, scheduling, and notification of hearings;
- (b) Clerking, minute taking, and preparation of decision documents;

- (c) File management and record retention in accordance with applicable legislation;
- (d) Training and orientation for board members; and
- (e) Attendance by Commission staff at hearings where required.

4.6.2 CISDAB services form part of the Membership Services and are further governed by Schedule 1.

4.6.3 The Commission may provide Clerk only services to other Subdivision and Development Appeal Boards that a Member Municipality is a member of through a separate agreement.

4.6.4 The renaming of the CISDAB at any time shall not constitute the creation of a new entity, nor shall it affect the Board's legal identity, continuity, rights, obligations, or prior decisions, all of which shall continue in full force and effect under the new name.

4.7 Regional Assessment Review Board (RARB) Services

4.7.1 The Commission shall provide RARB services, including:

- (a) Administration and scheduling of Local Assessment Review Board (LARB) and Composite Assessment Review Board (CARB) hearings;
- (b) Clerking, file management, and preparation of decisions;
- (c) Compliance with provincial requirements for assessment complaint processing;
- (d) Training coordination for board members and clerks; and
- (e) Attendance by Commission staff at ARB hearings where required.

4.7.2 ARB services form part of the Membership Services and are further governed by Schedule 2.

4.7.3 The Commission may provide Assessment Review Board services to other municipalities through a separate agreement from time to time.

4.7.4 The renaming of the RARB at any time shall not constitute the creation of a new entity, nor shall it affect the Board's legal identity, continuity, rights, obligations, or prior decisions, all of which shall continue in full force and effect under the new name.

4.8 Development Support and Implementation Assistance

4.8.1 The Commission may provide application-specific planning support to the Member Municipality and its Development Authority, including:

- (a) Preparation of discretionary-use reports or planning justifications;
- (b) Review of complex or precedent-setting development permit applications;
- (c) Preparation of internal planning opinions or briefing notes; and
- (d) Application-specific support related to development approvals and public processes.

4.9 Integrated Planning Support

4.9.1 The Commission may provide strategic, intermunicipal, and long-range planning support to the Member Municipality, including:

- (a) IDP reviews and updates;
- (b) Regional planning initiatives;
- (c) Intermunicipal coordination on planning matters; and
- (d) Long-range growth management analysis.

4.10 Limitations on Membership Services

4.10.1 The following are not included in the Membership Fee:

- (a) Preparation of new statutory plans and bylaws or complete rewrites (MDP, LUB, IDP, ASP, ARP);
- (b) Major special studies or planning research projects;
- (c) Engineering, environmental, financial, or legal analyses;
- (d) Custom GIS products beyond mapping listed in Section 4.5; and
- (e) Work requiring extensive fieldwork, travel, public engagement, or technical reports.

4.11 Fee-for-Service Services

4.11.1 In addition to the limitations set out in Section 4.10, the Commission may provide the following services on a Fee-for-Service basis:

- (a) Preparation of new or comprehensive statutory plans and bylaw reviews;
- (b) Mapping required for statutory plans, bylaws, reports, and municipal planning processes;
- (c) Preparation of visual aids and display materials for public meetings, open houses, and hearings;
- (d) Review of third-party planning documents;
- (e) Urban design and site design services;
- (f) Assistance with submissions to, and attendance at, provincial boards, commissions, committees, and agencies;
- (g) Annexation reports;
- (h) Development Officer services; and

- (i) Special studies and projects, including but not limited to, growth strategies, housing needs assessments, addressing, and land use inventories.
- 4.11.2 Documents that are prepared outside of ORRSC that require correction or amendments may be charged an hourly rate for required Planning, Administration, and Map preparation time. These services may be provided on a Fee-for-Service basis, in accordance with the hourly rates set out in Schedule 3, upon written authorization.
- 4.11.3 These services may be provided on a Fee-for-Service basis under Schedule 3 upon written authorization.

5. FEES

- 5.1 The Member Municipality shall pay an annual membership fee calculated in accordance with the formula approved by the Board.
- 5.2 The annual membership fee will be automatically adjusted based on the most recently published Alberta Consumer Price Index (CPI).
- 5.3 The membership fee formula, annual rates, and applicable caps shall be set out in Schedule 3.
- 5.4 Subdivision fees collected for processing subdivision applications shall be retained by the Commission.
- 5.5 CISDAB and RARB annual services are included in the membership fee.
- 5.6 GIS membership services are provided under a separate fee as outlined in separate GIS agreement Service Terms and Fees.
- 5.7 Additional, non-routine work shall be billed as Fee-for-Service under Schedule 3.

6. WORK PLANS AND ESTIMATES

- 6.1 An annual Work Plan may be jointly established to guide planning and related services.
- 6.2 The Work Plan must be approved by both CAOs. In the absence of mutual approval, the proposed work shall not proceed unless otherwise directed by the Member Municipality Council and the Commission Board.

- 6.3 The Commission may provide estimates for specific projects when requested.
- 6.4 Scope of Work may be prepared for projects to confirm scope and estimated costs.
- 6.5 The Commission will provide an estimate in writing for agreed to Fee-For-Service projects prior to the commencement of the project.
- 6.6 Written authorization is required by both parties for any work outside the membership fee.
- 6.7 The Commission is not subject to municipal procurement obligations applicable to Member Municipalities.
- 6.8 The Member Municipality is encouraged to engage the Commission directly where appropriate.
- 6.9 The Member Municipality may seek competitive proposals; however, the Commission shall be granted a right of first refusal and provided the opportunity to submit a proposal prior to engaging an external service provider.

7. ADDITIONAL MEMBER EXPENSES

- 7.1 Additional travel costs may be billed at the Commission established mileage rate.
- 7.2 Public advertising, venue rentals, printing, materials, and meeting costs for Fee-for-Service work shall be billed to the Member Municipality.
- 7.3 Engagement of external consultants requires written approval, with all associated costs paid by the Member Municipality.
- 7.4 Materials, technical studies, or external services require written approval, with all associated costs paid by the Member Municipality.

8. EXPERT WITNESS

- 8.1 The Commission is not obligated to provide expert witness services unless authorized by the Commission CAO and agreed to in writing.
- 8.2 Such services will be billed according to Schedule 3.

9. CONFIDENTIALITY

- 9.1 Each party acknowledges that, during the course of performing its obligations, it may receive confidential or sensitive information from the other party.
- 9.2 Both parties agree:
- (a) to maintain the confidentiality of such information;
 - (b) not to disclose such information to third parties except as required by law;
 - (c) to use such information solely for purposes arising under this Agreement.
- 9.3 Confidentiality obligations survive termination or withdrawal.

10. ACCESS TO INFORMATION

- 10.1 The parties acknowledge that the Commission and the Member Municipality are subject to the Access to Information Act (ATIA) and Protection of Privacy Act (POPA), and nothing in this Agreement shall restrict obligations or rights under that legislation.
- 10.2 The Commission shall maintain records in accordance with its records retention policy and shall provide access to municipal records where required by law.
- 10.3 Where ATIA and POPA requests relate to records held by both parties, each party shall cooperate and provide all reasonable assistance necessary to ensure a timely response to such requests.

11. INDEMNIFICATION

- 11.1 The Member Municipality shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Commission, its Board, officers, employees, and agents from and against all claims, damages, losses, liabilities, and expenses (including legal costs) arising from or related to:
- (a) decisions made by the Member Municipality or its Council, boards, committees, or delegates, including but not limited to development, subdivision, appeal, or assessment matters;
 - (b) actions taken or not taken by the Member Municipality;
 - (c) reliance on information provided by or on behalf of the Member Municipality that is inaccurate, incomplete, or misleading; and

- (d) the administration, coordination, or outcomes of subdivision and development appeals, assessment review matters, or other quasi-judicial processes for which the Member Municipality is responsible.
- 11.2 The Member Municipality is solely responsible for its statutory decisions and for compliance with any resulting approvals, orders, or outcomes arising from such decisions.
- 11.3 The Commission shall not assume any decision-making authority, responsibility, or liability in respect of matters under the jurisdiction of the Member Municipality, its Council, or its boards.
- 11.4 The Commission shall indemnify and hold harmless the Member Municipality from and against claims arising solely from the Commission's negligence or willful misconduct.
- 11.5 This indemnification survives termination, withdrawal, or dissolution.

12. DISPUTE RESOLUTION

- 12.1 Should any dispute arise between the parties regarding the interpretation or application of this Agreement, the parties shall attempt to resolve the issue through negotiation between the Member CAO and the Commission CAO.
- 12.2 If the matter remains unresolved, the CAOs may, by mutual agreement, refer the matter to the Commission Board of Directors and the Member Municipality's Council for review and direction.
- 12.3 If the matter remains unresolved after thirty (30) days, either party may request mediation with a mutually acceptable mediator.
- 12.4 If mediation fails, the dispute shall be resolved by arbitration before a single arbitrator pursuant to the Arbitration Act.
- 12.5 The arbitrator's decision shall be final and binding.
- 12.6 Nothing prevents either party from seeking injunctive or interim relief from a court of competent jurisdiction where necessary.

13. TERMINATION

13.1 This Agreement may be terminated:

- (a) for Cause, effective upon written notice issued by the CAO of the non-defaulting party, where the other party commits a material breach of this Agreement that substantially impairs service delivery or the ability to rely on this Agreement, including, but not limited to, failure to pay fees; persistent failure to provide or perform services in accordance with this Agreement; failure to comply with applicable legislation or required bylaws; or interference with governance or administrative authority. Except for non-curable breaches, termination for Cause requires prior written notice describing the breach and a minimum thirty (30) day opportunity to remedy, and shall not be used for minor, isolated, or good faith operational disagreements;
- (b) without cause, by either party providing not less than twelve (12) months' written notice; or
- (c) by mutual written consent of both parties.

13.2 For the purposes of termination of this Agreement, whether for cause, without cause, or by mutual consent as outlined in Section 13.1:

- (a) The effective date of notice shall be the date the written notice is received by the other party, and such notice must include a copy of the Resolution of Council of the Member Municipality or the Board of Directors for the Commission approving termination; and
- (b) Notice shall be deemed received seven (7) days after mailing by post, or on the same day if delivered by electronic or digital means.

13.3 Upon issuance of a notice of termination or withdrawal:

- (a) the Commission shall continue to provide membership services during the twelve (12) month notice period;
- (b) all projects underway for the Member Municipality shall be deemed complete at the end of the notice period, whether or not fully finalized;
- (c) any services requested after the notice period shall be provided on a Fee-for-Service basis at non-member rates, in accordance with Schedule 3; and
- (d) the Member Municipality shall not be entitled to any refund of Membership Fees.

13.4 A Member Municipality shall have no claim or entitlement to any Commission:

- (a) assets;
- (b) equipment, chattels, or supplies;
- (c) reserves or accumulated funds;

- (d) intellectual property; or
- (e) financial distributions.

13.5 All outstanding fees, charges, and invoices owing to the Commission shall be paid in full prior to or upon the effective date of termination.

14. DISSOLUTION

14.1 If the Commission is dissolved:

- (a) all liabilities, debts, and obligations of the Commission shall be satisfied first;
- (b) only Member Municipalities that hold active membership at the time of dissolution shall participate in the distribution of any remaining assets; and
- (c) former or withdrawn municipalities shall not be entitled to any share of assets.

14.2 Remaining assets shall be distributed among current Member Municipalities in accordance with a formula established by bylaw of the Board of Directors, which considers years of membership, total financial contributions, and an equal membership share, ensuring a fair and transparent allocation that reflects participation and support.

14.3 Dissolution shall be carried out in accordance with the Municipal Government Act and the Commission's bylaws, as amended or replaced from time to time.

15. GENERAL TERMS

15.1 Governing Law

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

15.2 Amendments

- (a) This Agreement is hereby ratified by the Board of Directors of the Commission and is binding on all Member Municipalities. No amendment shall be valid unless approved by resolution of the Board of Directors, and any such amendment shall apply uniformly to all Member Municipalities.

15.3 Notices

- (a) Any notice required or permitted under this Agreement shall be in writing and delivered personally, by courier, or by registered mail to the addresses of the parties, or to such other address as either party may designate in writing.

15.4 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties with respect to the services outlined herein and supersedes all prior or agreements, negotiations, understandings, and representations, whether written or oral, between the Member Municipality and the Commission relating to the same subject matter.

15.5 Interpretation

- (a) Words importing the singular include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Agreement.

15.6 No Partnership

- (a) Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Commission and the Member Municipality.

15.7 Severability

- (a) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

15.8 Force Majeure

- (a) Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement where such failure or delay is due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, pandemics, labour disruptions, governmental actions, or interruptions in utilities or services.
- (b) The affected party shall promptly notify the other party of the force majeure event and use reasonable efforts to resume performance as soon as practicable.

- (c) If a force majeure event continues for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice without further liability, except for obligations incurred prior to the event.

15.9 Insurance

- (a) The Commission shall maintain, at its own expense, appropriate insurance coverage consistent with its operations, including general liability insurance and such other coverage as may be reasonably required.
- (b) Upon request, the Commission shall provide evidence of such insurance to the Member Municipality.
- (c) Nothing in this Agreement shall be construed to extend the Commission's liability beyond the limits of its insurance coverage or applicable law.

DATED at the _____, in the Province of Alberta, this _____ day of _____, A.D. 2026.

**OLDMAN RIVER REGIONAL SERVICES
COMMISSION**

VILLAGE OF GLENWOOD

CHAIR

MAYOR

CAO

CAO

SCHEDULE 1

Chinook Intermunicipal Subdivision and Development Appeal Board (CISDAB) Services

1. PURPOSE AND SCOPE

- 1.1 The Oldman River Regional Services Commission ("Commission") provides coordinated Chinook Intermunicipal Subdivision and Development Appeal Board ("CISDAB") services to Member Municipalities. This fulfills the municipality's legislative obligations under the Municipal Government Act (MGA) by ensuring access to an impartial, properly trained, and procedurally consistent appeal board.
- 1.2 CISDAB services are provided in accordance with the Municipal Government Act, and all other applicable legislation, as amended from time to time.
- 1.3 The administration of the CISDAB service is included within the annual ORRSC Membership Fee.

2. ESTABLISHMENT OF THE BOARD

- 2.1 These services support the establishment, administration, and operation of an Intermunicipal Subdivision and Development Board
- 2.2 The Commission coordinates appeals, assigns Panels, ensures clerking services, maintains records, and oversees consistent procedures across the region.

3. SERVICE DELIVERY MODEL

- 3.1 The Commission delivers CISDAB services on an intermunicipal, shared-service basis to participating Member Municipalities.
- 3.2 The CISDAB is established as an intermunicipal board comprised of Board Members appointed by participating municipalities.

- 3.3 The Commission acts as the Coordinator and Clerk for the CISDAB and is responsible for administering all aspects of the appeal process, except where responsibilities are explicitly retained by the Member Municipality.
- 3.4 CISDAB services are integrated with, and form part of, the Commission's broader suite of member services, ensuring consistency, efficiency, and legislative compliance across municipalities.

4. REQUIRED MUNICIPAL BYLAW

- 4.1 To participate in the CISDAB service, the Municipality must adopt the standard Chinook SDAB Bylaw, which:
- (a) establishes the Chinook Intermunicipal Subdivision and Development Appeal Board,
 - (b) delegates the required administrative authorities,
 - (c) sets out mandated procedures,
 - (d) aligns fully with the MGA and Regulations.
- 4.2 The Bylaw must be adopted in its entirety, without modification, to ensure consistency, defensibility, and compliance across all participating municipalities.
- 4.3 Any municipal bylaw changes that alter mandated components of the CISDAB structure or procedures will result in ORRSC being unable to provide CISDAB services.

5. MUNICIPAL FLEXIBILITY

- 5.1 The Municipality may, through separate policies or bylaws, determine:
- (a) how its own Board Members are recruited or appointed,
 - (b) board member term lengths,
 - (c) internal remuneration policies for its appointees,
 - (d) local conflict-of-interest or conduct expectations,
 - (e) internal administrative processes (e.g., facility arrangements).
- 5.2 These local policies must not conflict with the standard ORRSC CISDAB Bylaw, the laws of Alberta, or alter the mandated functions or procedural rules of the CISDAB.

6. RESPONSIBILITIES OF ORRSC

- 6.1 As part of the Membership Fee, the Commission will:
- (a) Administer and coordinate all CISDAB functions;
 - (b) Maintain a roster of trained and certified Board Members;
 - (c) Assign Panels in accordance with legislation and procedural rules;
 - (d) Provide or assign a provincially certified SDAB Clerk;
 - (e) Manage required notices, timelines, and appeal file processing;
 - (f) Maintain standardized procedures, forms, and records;
 - (g) Ensure proceedings meet MGA requirements and principles of natural justice.
- 6.2 The membership fee covers administration only, additional fees are as outlined in Section 8.
- 6.3 The Commission may prepare CISDAB Procedural Guidelines for the management, administration, and function of the CISDAB.

7. RESPONSIBILITIES OF THE MUNICIPALITY

- 7.1 The Municipality:
- (a) Shall adopt the ORRSC-provided CISDAB Bylaw;
 - (b) May appoint Board Members in accordance with legislation;
 - (c) Shall provide suitable space and technology for hearings;
 - (d) Shall ensure any municipal Board Member appointees complete required provincial training;
 - (e) Shall pay all additional appeal-specific costs listed in Section 8;
 - (f) Shall follow all procedural, notice, and documentation requirements; and,
 - (g) Shall ensure timely provision of complete and accurate information required for appeals.
- 7.2 The Member Municipality retains responsibility for:
- (a) Property information preparation and accuracy;
 - (b) Decisions of the Development Authority; and,
 - (c) Compliance with Board decisions and outcomes.

8. FEES AND COST NOT INCLUDED IN THE MEMBERSHIP FEE

- 8.1 The Member Municipality requesting or requiring a hearing shall be responsible for all costs associated with that hearing and any appeal preparation, including but not limited to:
- (a) Board Member remuneration,
 - (b) Board Member mileage,
 - (c) Board Member meals and accommodations,
 - (d) Facility costs (room rental, technology, etc.),
 - (e) Posting/advertising required under legislation,
 - (f) Materials, postage, and supplies,
 - (g) Clerk hourly rates,
 - (h) Clerk meals and accommodations, and
 - (i) Any required legal or specialist services specific to the appeal.
- 8.2 Where hearings involve multiple municipalities, costs shall be apportioned accordingly.
- 8.3 The Commission will administer and pay costs on behalf of the CISDAB and invoice the applicable Member Municipality.
- 8.4 All fees associated with CISDAB services, including annual service fees, hearing-related costs, and remuneration rates, are set out in Schedule 3 – Fee Schedule.
- 8.5 Fees are reviewed periodically and may be amended by the Commission's Board of Directors, and are available upon request to any of the Member Municipalities.
- 8.6 The Member Municipality shall pay all applicable fees in accordance with the terms of the Agreement.

9. PROCEDURAL CONSISTENCY

- 9.1 All proceedings shall follow:
- (a) the MGA and Regulations;
 - (b) the CISDAB Procedural Guidelines;
 - (c) natural justice and administrative fairness principles.
- 9.2 Municipalities shall not adopt supplementary or alternative CISDAB procedures.

10. AMENDMENTS AND LEGISLATIVE CHANGES

10.1 This Schedule may be updated from time to time to reflect:

- (a) Legislative changes
- (b) Operational improvements
- (c) Service delivery refinements

10.2 If provincial legislation is amended, the Municipality agrees to adopt updated ORRSC bylaws or procedures required to maintain access to SDAB services.

11. INTEGRATION WITH AGREEMENT

11.1 This Schedule is intended to be read in conjunction with:

- (a) Schedule 2 – Regional Assessment Review Board Services (RARB)
- (b) Schedule 3 – Fee Schedule and Fee-for-Service Rates

11.2 CISDAB Services are one component of the Commission's overall member services framework, alongside RARB and other services provided under this Agreement.

11.3 In the event of any conflict between this Schedule and the main body of the Agreement, the terms of the Agreement shall prevail.

11.4 Updated versions will be provided to Member Municipalities in writing.

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SCHEDULE 2

REGIONAL ASSESSMENT REVIEW BOARD (RARB) SERVICES

1. PURPOSE AND SCOPE

- 1.1 The Oldman River Regional Services Commission ("Commission") provides coordinated Regional Assessment Review Board Services ("RARB") services to Member Municipalities. This fulfills the municipality's legislative obligations under the Municipal Government Act (MGA) by ensuring access to an impartial, properly trained, and procedurally consistent appeal board.
- 1.2 RARB services are provided in accordance with the Municipal Government Act, the Matters Relating to Assessment Complaints Regulation, and all other applicable legislation, as amended from time to time.
- 1.3 The administration of the RARB service is included within the annual ORRSC Membership Fee.

2. ESTABLISHMENT OF THE BOARD

- 2.1 RARB services support the establishment, administration, and operation of a Regional Assessment Review Board, including both:
 - (a) Local Assessment Review Board (LARB); and
 - (b) Composite Assessment Review Board (CARB).
- 2.2 The Commission coordinates appeals, assigns Panels, ensures clerking services, maintains records, and oversees consistent procedures across the region.

3. SERVICE DELIVERY MODEL

- 3.1 The Commission delivers RARB services on a regional, shared-service basis to participating Member Municipalities.

- 3.2 The RARB is established as a regional board comprised of Board Members appointed by participating municipalities.
- 3.3 The Commission acts as the Coordinator and Clerk for the RARB and is responsible for administering all aspects of the appeal process, except where responsibilities are explicitly retained by the Member Municipality.
- 3.4 ARB services are integrated with, and form part of, the Commission's broader suite of member services, ensuring consistency, efficiency, and legislative compliance across municipalities.

4. REQUIRED MUNICIPAL BYLAW

- 4.1 To participate in the RARB service, the Municipality must adopt the standard ORRSC RARB Bylaw, which:
 - (a) establishes the Regional Assessment Review Board,
 - (b) delegates the required administrative authorities,
 - (c) sets out mandated procedures,
 - (d) aligns fully with the MGA and Regulations.
- 4.2 The Bylaw must be adopted in its entirety, without modification, to ensure consistency, defensibility, and compliance across all participating municipalities.
- 4.3 Any municipal bylaw changes that alter mandated components of the RARB structure or procedures will result in ORRSC being unable to provide RARB services.

5. MUNICIPAL FLEXIBILITY

- 5.1 The Municipality may, through separate policies or bylaws, determine:
 - (a) how its own Board Members are recruited or appointed,
 - (b) internal remuneration policies for its appointees,
 - (c) local conflict-of-interest or conduct expectations,
 - (d) internal administrative processes (e.g., facility arrangements).
- 5.2 These local policies must not conflict with the standard ORRSC RARB Bylaw, the laws of Alberta, or alter the mandated functions or procedural rules of the RARB.

6. RESPONSIBILITIES OF ORRSC

6.1 As part of the Membership Fee, the Commission will:

- (a) Administer and coordinate all RARB functions;
- (b) Maintain a roster of trained and certified Board Members;
- (c) Assign Panels in accordance with legislation and procedural rules;
- (d) Provide or assign a provincially certified ARB Clerk;
- (e) Manage required notices, timelines, and appeal file processing;
- (f) Maintain standardized procedures, forms, and records;
- (g) Ensure proceedings meet MGA requirements and principles of natural justice.

6.2 The membership fee covers administration only, additional fees are as outlined in Section 8.

6.3 The Commission may prepare RARB Procedural Guidelines for the management, administration, and function of the RARB.

7. RESPONSIBILITIES OF MEMBER MUNICIPALITY

7.1 The Municipality:

- (a) Shall adopt the ORRSC-provided RARB Bylaw;
- (b) May appoint Board Members in accordance with legislation;
- (c) Shall provide suitable space and technology for hearings;
- (d) Shall ensure any municipal Board Member appointees complete required provincial training;
- (e) Shall pay all additional appeal-specific costs listed in Section 8;
- (f) Shall follow all procedural, notice, and documentation requirements; and,
- (g) Shall ensure timely provision of complete and accurate information required for appeals.

7.2 The Member Municipality retains responsibility for:

- (a) Property assessment preparation and accuracy
- (b) Decisions of the Assessor
- (c) Compliance with Board decisions and outcomes

8. FEES AND COST NOT INCLUDED IN THE MEMBERSHIP FEE

- 8.1 The Member Municipality requesting or requiring a hearing shall be responsible for all costs associated with that hearing and any appeal preparation, including but not limited to:
- (a) Board Member remuneration,
 - (b) Board Member mileage,
 - (c) Board Member meals and accommodations,
 - (d) Facility costs (room rental, technology, etc.),
 - (e) Posting/advertising required under legislation,
 - (f) Materials, postage, and supplies,
 - (g) Clerk hourly rates,
 - (h) Clerk meals and accommodations, and
 - (i) Any required legal or specialist services specific to the appeal.
- 8.2 Where hearings involve multiple municipalities, costs shall be apportioned accordingly.
- 8.3 The Commission will administer and pay costs on behalf of the ARB and invoice the applicable Member Municipality.
- 8.4 All fees associated with ARB services, including annual service fees, hearing-related costs, and remuneration rates, are set out in Schedule 3 – Fee Schedule.
- 8.5 Fees are reviewed periodically and may be amended by the Commission's Board of Directors and are available upon request to any of the Member Municipalities.
- 8.6 The Member Municipality shall pay all applicable fees in accordance with the terms of the Agreement.

9. PROCEDURAL CONSISTENCY

- 9.1 All proceedings shall follow:
- (a) the MGA and Regulations;
 - (b) the RARB Procedural Guidelines;
 - (c) natural justice and administrative fairness principles.
- 9.2 Municipalities shall not adopt supplementary or alternative RARB procedures.

10. AMENDMENTS AND LEGISLATIVE CHANGES

10.1 This Schedule may be updated from time to time to reflect:

- (a) Legislative changes
- (b) Operational improvements
- (c) Service delivery refinements

10.2 If provincial legislation is amended, the Municipality agrees to adopt updated ORRSC bylaws or procedures required to maintain access to RARB services.

11. INTEGRATION WITH AGREEMENT

11.1 This Schedule is intended to be read in conjunction with:

- (a) Schedule 1 – Chinook Intermunicipal Subdivision and Development Appeal Board (CISDAB) Services
- (b) Schedule 3 – Fee Schedule and Fee-for-Service Rates

11.2 RARB Services are one component of the Commission's overall member services framework, alongside CISDAB and other services provided under this Agreement.

11.3 In the event of any conflict between this Schedule and the main body of the Agreement, the terms of the Agreement shall prevail.

11.4 Updated versions will be provided to Member Municipalities in writing.

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SCHEDULE 3

Fee Schedule and Fee-for-Service Rates

1. ANNUAL MEMBERSHIP FEES

- 1.1 The Board of Directors shall establish and may amend from time to time the annual membership contribution payable under this Agreement, which shall include a maximum fee (ceiling) and a minimum fee (floor). All annual membership fees shall be set within the limits of the established ceiling and floor.
- 1.2 The annual member contribution is requisitioned by applying the applicable Mill Rate to the Annual Total Equalized Assessment of the Member Municipality, as determined by the Board of Directors.
- (a) $\text{Yearly Provincial Total Equalized Assessment of Member Municipality} \times \text{Split Mill Rate (Urban and Rural)} = \text{Annual Member Contribution}$
- 1.3 This formula and the Mill Rate(s) may be reviewed annually as a part of the budget process and may be changed from time to time by the Board of Directors as required.

2. FEE FOR SERVICE

MEMBERS

- 2.1 The services listed in Section 4.11 of the Agreement, regarding Fee-For-Services for our Member Municipalities are currently calculated using the following hourly rate of \$85.00/Hour and are subject to changes.
- 2.2 All fees may be reviewed annually and are subject to changes by the Board of Directors as required.

NON-MEMBERS

- 2.3 From time to time the Commission may take on additional work outside the Member Municipalities and these services will be charged at an hourly rate of \$200.00/Hour and are subject to changes.

- 2.4 All fees may be reviewed annually and are subject to changes by the Board of Directors as required.

3. SUBDIVISION

- 3.1 All fees may be reviewed annually and are subject to changes by the Board of Directors as required.
- 3.2 The Commission will retain all subdivision fees for subdivision services provided.
- 3.3 Subdivision Fees will be available to the public.
- 3.4 The subdivision applicant shall be solely responsible for the payment of all subdivision fees, or related costs, incurred in connection with an application.

4. CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

REMUNERATION

- 4.1 Board Members will receive honorariums for adjudicating at scheduled hearings or taking appropriate training, on the following basis:

Position	Half Day (<4 Hours)	Full Day (>4 up to 8 Hours)	Extended (>8 Hours)
Member	\$150	\$250	\$55/Hour
Chair	\$175	\$275	\$60/Hour
Training	\$100	\$200	Not Applicable

Preparation (Per hearing)	\$50
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- 4.2 Board Members will receive compensation for travel based on the current ORRSC Mileage rate, which may be reviewed annually and adjusted by the Board of Directors as required.
- 4.3 Board Members and Clerk(s) will receive reimbursements for meals incurred while performing adjudicating duties or taking appropriate training.

- (a) A reasonable meal allowance may be offered and will be authorized and organized by the Clerk where applicable and based on established rates.

4.4 Board Members and Clerk(s) will receive reimbursement for lodging accommodations when required while performing adjudication duties or appropriate training.

OTHER SERVICE FEES

- 4.5 In lieu of mileage the Clerk will charge an hourly rate at the current organizational rate for their time for travel to and from the hearing.
- 4.6 If an appeal is withdrawn the Clerk may invoice for work and services completed up to that time.
- 4.7 If an appeal is withdrawn the Member Municipality may be required to pay a portion of the Panel Members remuneration.
- 4.8 Clerk service hourly rates may be reviewed annually and adjusted by the Board of Directors as required in accordance with the Fee-For-Service rates of the Oldman River Regional Services Commission.

APPEAL FILING FEES

- 4.9 The Member Municipality may charge an appeal filing fee at its discretion, and any such fee is the responsibility of the appellant.
- 4.10 Any appeal filing fee collected by the Member Municipality will be retained by the Member Municipality.

5. REGIONAL ASSESSMENT REVIEW BOARD

REMUNERATION

- 5.1 Board Members will receive honorariums for adjudicating at scheduled hearings or taking appropriate training, on the following basis:

Local Assessment Review Board			
Position	Half Day (<4 Hours)	Full Day (>4 up to 8 Hours)	Extended (>8 Hours)
Member	\$150	\$250	\$55/Hour
Chair	\$175	\$275	\$60/Hour

Composite Assessment Review Board			
Position	Half Day (<4 Hours)	Full Day (>4 up to 8 Hours)	Extended (>8 Hours)
Member	\$250	\$450	\$70/Hour

All Assessment Review Boards			
	Half Day (<4 Hours)	Full Day (>4 up to 8 Hours)	Extended (>8 Hours)
Training	\$50	\$100	Not Applicable

Preparation (Per hearing)	\$50
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5.2 Board Members and Clerk(s) will receive compensation for travel based on the current ORRSC Mileage rate, which may be reviewed annually and adjusted by the Board of Directors as required.

5.3 Board Members and Clerk(s) will receive reimbursements for meals incurred while performing adjudicating duties or taking appropriate training.

(a) A reasonable meal allowance may be offered and will be authorized and organized by the Clerk where applicable and based on established rates.

5.4 Board Members and Clerk(s) will receive reimbursement for lodging accommodations when required while performing adjudication duties or appropriate training.

OTHER SERVICE FEES

5.5 In lieu of mileage the Clerk will charge an hourly rate at the current organizational rate for their time for travel to and from the hearing.

5.6 If an appeal is withdrawn the Clerk may invoice for work and services completed up to that time.

5.7 If an appeal is withdrawn less than 24 hours before the time of the hearing, the Member Municipality may be required to pay a portion of the Panel Members remuneration.

- 5.8 The Commission is not responsible for the reimbursement of expenses incurred by the Provincial Members appointed by the Land and Property Rights Tribunal to Composite Assessment Review Board.
- 5.9 Clerk service hourly rates may be reviewed annually and adjusted by the Board of Directors as required in accordance with the Fee-For-Service rates of the Oldman River Regional Services Commission.

COMPLAINT FILING FEES

- 5.10 Complaint Filing Fees are determined and collected by the Member Municipality through either Bylaw or policy in accordance to fees outlined in Schedule 2 of the Matters Relating to Assessment Complaint Regulation (MRAC).
- 5.11 Requesting an appeal fee is at the discretion of the Member Municipality.
- 5.12 The Member Municipality will retain their complaint fees.