



Taza Development Approval Process Law, 2019 L.TDAP.1903

Under the guidance of Almighty God, Our Creator, and as a sovereign Nation; We, the peoples of Tsuut'ina Nation, in preservation and continuation of the Tsuut'ina Nation's unique culture, identity, traditions, language and institutions, and with respect to the special relationship to the land and resources, in continued relationship with all First Nations and Canada; Do ordain and establish this law in accordance with our inherent right to governance.

Nato ninist'iya dinachowi diyi nananitini k'asona diyi datl'ishi nanisaatluni niiha nihina?o-ha tlaat'a Tsuut'ina wusa dinaloku nihininisha, nihusno, misila yino?i, nihigunaha misila nihininana?o-hi. Nisk'a uwa mits'i-hi tlaat'a dina-tii uwa Canada isla najuna adadanazini diyi datlishi dik'asilo niiha nihina?o-ha gwasala.

A Document to Enact the Taza Development Approval Process Law Within the Tsuut'ina Nation Lands

**Enacted on March 14, 2019 in Tsuut'ina Nation
Coming Into Force: March 14, 2019**



Preamble

WHEREAS the Tsuut'ina Nation Chief and Council desire to make a law governing Taza Development Approval Process on the Tsuut'ina Nation Reserve;

AND WHEREAS the Government of Canada recognizes the inherent right of self-government as an existing aboriginal right under section 35 of the Constitution Act, 1982;

AND WHEREAS it is recognized that the inherent right of governance includes the right to govern in relation to matters that are internal to the community, and integral to the unique culture, identity, traditions, languages and institutions of the Nation;

AND WHEREAS it is considered to be necessary to enact this Law for the benefit, security and preservation of the Tsuut'ina Nation and culture;

AND WHEREAS Chief and Council have authority to enact this Law pursuant to the Legislative Process Act;

NOW THEREFORE: Chief and Council hereby enact this Law pursuant to the Tsuut'ina Legislative Process:

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Name, Purpose and Definitions

Name

1. The Law may be cited as the Taza Development Approval Law, 2019.

Purpose

2. The purpose of this Law is to set out a process to enable the orderly Development of the Lands.

Applicability

3. This Law applies only to certain lands within the Tsuut'ina Indian Reserve No. 145, which are legally described as follows:

Lot 37, CLSR Plan 103721

Lot 38, CLSR Plan 103678

Lot 39, CLSR Plan 103679

Lot 40, CLSR Plan 103718

Lot 41, CLSR Plan 103718

Lot 65, CLSR Plan 107404

Lot 66, CLSR Plan 107404.

Objectives

4. The Tsuut'ina Nation wishes to achieve certain objectives in respect of the Development of the Lands, including:
 - (a) promoting orderly and high-quality development on the Lands, whether occupied by the Tsuut'ina Nation, Tsuut'ina Nation Citizens or others;
 - (b) protecting and enhancing the short-term and long-term interests of the Tsuut'ina Nation, including economic, financial, legal, social, environmental, employment and cultural interests;
 - (c) facilitating a co-operative and efficient working relationship between the Tsuut'ina Nation, Tsuut'ina Nation Citizens, the Partnership, Lease Holders, and Applicants; and
 - (d) establishing a framework under which the Partnership, Lease Holders, and Applicants adequately address relevant development issues.

Definitions

5. "Acceptance of Certification Report" means the document issued or caused to be issued by the Development Authority in respect of any completed Services and Facilities upon the satisfaction of the requirements under this Law for an Acceptance of Certification Report.
6. "Action" means any demand, claim, cause of action, action, suit or proceeding of any kind or nature whatsoever, whether brought or made in a court proceeding, arbitration proceeding or otherwise.

7. "Acceptance of Warranty Certification Report" means the document issued or caused to be issued by the Development Authority in respect of any completed Services and Facilities upon the completion of the Warranty Period and satisfaction of requirements under this Law for Acceptance of a Warranty Certificate Report.
8. "Adjacent Land" means land continuous or contiguous, if not for a Street, Lane, river or stream; and "Adjacent Lot" means a Lot continuous or contiguous, if not for a Street, Lane, river or stream.
9. "Applicant" means the Person, or the authorized agent thereof, who makes an application for a Development Permit.
10. "Approval Conditions" means any conditions attached to any Development Permit.
11. "Architect" means a person who is registered or licensed in good standing to practice as an Architect under the *Architects Act*.
12. "Architects Act" means the *Architect Act (Alberta)*, as amended from time to time.
13. "Area Development Plan" means a comprehensive statement of the objectives, policies and guidelines for development within a defined geographical area of the Lands, including details as to the future pattern of land use, the form and character of development, amenity areas, and servicing infrastructure.
14. "Building" means any Structure used or intended for supporting or sheltering any Use or Occupancy.
15. "Building Code" means the National Building Code at the time of construction, unless a Provincial or Tsuut'ina Nation code or law or part thereof provides a more stringent standard, in which case, that code or law or part thereof shall apply.
16. "Building Permit" means an acceptance or approval made under a Nation Building Law, authorizing the construction of a Building or structure.
17. "Business Day" means a day which is not a Saturday, a Sunday, a statutory holiday approved by Chief and Council or another day on which the Tsuut'ina Nation offices are not open during regular business hours.
18. "*Canada Lands Survey Act*" means the *Canada Lands Survey Act (Canada)*, as amended from time to time.
19. "Certification Report" has the meaning given to this phrase in Section 193(d) of this Law.
20. "Chief and Council" means the duly enacted Chief and Councilors of the Tsuut'ina Nation.
21. "Cost Estimate" means an estimate of costs prepared based on site investigations and studies have been completed and the major systems defined, and generally used for obtaining financial commitments, budgetary control or design cost control, and may include a contingency allowance and estimated fees for other professional services, including but not limited to engineering review and inspection.

22. "Damage" means any loss, cost, expense or liability of any kind or nature whatsoever, including injury to property, personal injury, death, contract damages or debt, economic loss, consequential damage and any reasonable legal or other professional fee or disbursement and any tax on any of the above.
23. "Development" means:
- (a) an excavation or stockpile or the creation of either of them;
 - (b) a Building or addition to or replacement or repair of a Building, or the construction or placing of any of them on, in, over, or under land;
 - (c) a change in the Use of any land or a Building or an act done in relation to land or a Building that results in or is likely to result in a change in the Use of the land or Building; or
 - (d) a change in the intensity of Use of land or a Building or an act done in relation to land or a Building that results in or is likely to result in a change in the intensity of Use of the land or Building.
24. "Development Appeal Board" means the board established under Section 228.
25. "Development Authority" means the board established under Section 113.
26. "Development Completion Certificate" means an approval issued by the Development Authority that the requirements of a Development Permit have been satisfactorily completed in accordance with this Law.
27. "Development Officer" means a Person who has been designated to administer and issue Development Permits, and is a member in good standing of the Alberta Development Officer's Association or similar professional organization.
28. "Development Permit" means a document authorizing a Development, issued by the Development Authority, pursuant to the Zoning Law and this Law, and includes the plans and Approval Conditions.
29. "Director, Public Works" means the Person holding that position for the Tsuut'ina Nation from time to time.
30. "Easement" means an easement, right-of-way, or permit issued pursuant to the *Indian Act* or other interest in or right to use land, as may be issued for any access, utility or other purposes.
31. "Engineer" means a Person registered or licensed in good standing to practice as a professional engineer under the Association of Professional Engineers and Geoscientists of Alberta (APEGA);
32. "Environmental Requirements" includes the requirements, recommendations, terms and conditions of or under one or more of the following:
- (a) any environmental assessment decision prepared or issued by Indigenous Services Canada, including all further reports, plans, or other information required or recommended in or under the environmental assessment decision;

- (b) any requirements in respect of the environment or the protection, preservation, restoration or enhancement of it, imposed under this Law or any Lease or other agreement relating to the Lands.
33. "Geotechnical Requirements" includes the requirements, recommendations, terms and conditions of or under one or more of the following:
- (a) any law with respect to geotechnical matters;
 - (b) any geotechnical report prepared and sealed by an Engineer, including all further reports or plans required or recommended in or under the geotechnical report;
 - (c) any requirements in respect of any geotechnical matter imposed under this Law or other agreement relating to the Lands.
34. "Heritage Requirements" means the requirements, recommendations, terms, and conditions of any requirements in respect of the heritage of the Nation or the protection, reservation or enhancement of it, imposed under this Law or any agreement relating to the Lands.
35. "Her Majesty" means Her Majesty the Queen in Right of Canada as represented by the Minister of Indigenous Services Canada.
36. "Indigenous Services Canada" means the Indigenous Services ministry of the Government of Canada or any designated successor ministries.
37. "Indian Act" means the Indian Act (Canada), as amended from time to time.
38. "Indian Lands Registry" means the Indian Lands Registry or the successor of such registry insofar as it relates to the Nation.
39. "Land Use" or "Use" means the purpose for which any Lot, Building or Structure is designed, arranged or intended or for which it is occupied or maintained.
40. "Lands" means the Tsuut'ina Nation lands, including surface water and air space, which are legally described as follows:
- Lot 37, CLSR Plan 103721
 - Lot 38, CLSR Plan 103678
 - Lot 39, CLSR Plan 103679
 - Lot 40, CLSR Plan 103718
 - Lot 41, CLSR Plan 103718
 - Lot 65, CLSR Plan 107404
 - Lot 66, CLSR Plan 107404.
41. "Lane" means a roadway that is primarily intended to give access to the rear of Buildings and Lots.
42. "Law" means this Taza Development Approval Process Law, 2019.
43. "Lawful Authority" means Her Majesty, the Minister, the Nation, the Chief and Council, the Development Authority and any other federal or other government or governmental authority, office or official having jurisdiction, and includes any authorized delegate, appointee, board, bureau, commission, department, administrative agency or regulatory body of any of them.

44. "Lease" means a lease, sublease, sub-sublease or lesser interest in respect of any of the Lands.
45. "Lease Holder" means the Person to whom a Lease has been executed.
46. "Letter of Credit" means a clean, unconditional and irrevocable letter of credit or similar financial instrument, acceptable to the Development Authority, drawn on a Canadian chartered bank or other financial institution, approved by the Development Authority, in a form approved or specified by the Development Authority.
47. "Lot" means a portion of the Lands which is described as a separate and distinct parcel, on a legally recorded Survey Plan or description filed in the Indian Lands Registry.
48. "Manager, Civic Services" means the Person holding that position for the Tsuut'ina Nation from time to time.
49. "Minister" means the Minister of Indigenous Services and his or her authorized representatives, or any successor thereto.
50. "Occupancy" means the use or intended use of a Building or part of a Building for the shelter or support of Persons, animals or property.
51. "Occupancy Certificate" means an acceptance or approval made under the Nation Building Law, authorizing the Occupancy of a Building or Structure or part of a Building or Structure.
52. "Officer" has the same meaning as a Peace Officer within the Tsuut'ina Nation Offences Procedures Bylaw, 1998.
53. "Partnership" means the Tsuut'ina Land Development Limited Partnership or its General Partner, Tsuut'ina Land Development GP Inc. (or their successors and assigns).
54. "Permission to Construct" means an approval made by the Development Authority authorizing an Applicant to construct on land any Services and Facilities.
55. "Person" means an individual, corporation, body corporate, partnership, joint venture, association, society or unincorporated organization or any trustee, executor, administrator or other legal representative.
56. "Plan Area" means the area of land covered by and subject to an Area Development Plan.
57. "Planner" means a Person who is a member in good standing of the Canadian Institute of Planners and the Alberta Professional Planners Institute.
58. "Recording Secretary" means the Person assigned to that position from time to time by the Manager, Civic Services.
59. "Security" means security in the form of cash, Letter of Credit, or bond in the form and in the amount specified or otherwise provided for in this Law.
60. "Services and Facilities" means all on-site and off-site services, utilities, amenities and facilities in respect of or for the use of a Development.
61. "Standards" means the Taza Development Guidelines and Nation Infrastructure Guidelines and Specifications.

62. "Street" means any public road, including the boulevards, sidewalks, and improvements, but excludes a Lane, private roadway, bridge, or walkway.
63. "Structure" means any construction fixed to, supported by, or sunk into land or water, including a manufactured home or mobile home, but shall not include concrete, asphalt, brick, or tile surfaced areas.
64. "Substantial Completion" with respect to any Services and Facilities, means the completion of such Services and Facilities, such that they have been fully tested, are functional and can be used for their intended purpose, all as certified in writing under seal by the Applicant and as acknowledged by an Acceptance of Certification Report issued or caused to be issued by the Nation.
65. "Survey Plan" means a Survey Plan that has been plotted under the direction of the Surveyor General under the Canada Lands Surveys Act, for approval by the Registrar of Indian Lands and by the Minister and then for confirmation by the Surveyor General pursuant to Section 29 of the *Canada Lands Surveys Act* and approved in accordance with this Law.
66. "Taza Development Guidelines" means the Taza Development Guidelines, 2018, as may be amended from time to time.
67. "Tsuut'ina Nation" or "Nation" means the Tsuut'ina Nation.
68. "Tsuut'ina Nation Building Law" or "Nation Building Law" means a Tsuut'ina Nation Building Law, as may be enacted, and as may be amended from time to time.
69. "Tsuut'ina Nation Infrastructure Guidelines and Specifications" or "Nation Infrastructure Guidelines and Specifications" means Tsuut'ina Nation Infrastructure Guidelines, as may be enacted, and as may be amended from time to time.
70. "Tsuut'ina Nation Development Approval Requirements" or "Nation Development Approval Requirements" includes this Law, other applicable laws, guidelines, policies, Leases and other agreements relating to the Lands.
71. "Tsuut'ina Nation Citizen" or "Nation Citizen" means an individual who is registered on the Tsuut'ina Nation Citizenship Registry.
72. "Tsuut'ina Nation Offences Procedures Bylaw" means the Tsuut'ina Nation Offences Procedures Bylaw, 1998, as may be amended from time to time.
73. "Tsuut'ina Nation Official" or "Nation Official" includes Chief and Council, the Development Authority, and other officials, officers and employees of the Tsuut'ina Nation.
74. "Warranty Certification Report" has the meaning given to that phrase in Section 198(d).
75. "Warranty Period", with respect to any Services and Facilities, means the period of two years after the date of the issuance of an Acceptance of Certification Report in respect of such Services and Facilities.
76. "Zoning Law" means the Taza Development Zoning Law, 2019, as may be amended from time to time.

Interpretation

Headlines and References

77. The headings used in and the organization of this Law are solely for convenience of reference and do not in any way affect, limit, amplify or modify any of the terms or conditions and must not be used in any way in the interpretation of this Law. Any reference in this Law to a part, article, section, appendix or other subdivision means a part, article, section, appendix or other subdivision of this Law unless otherwise expressly provided.

Non-limiting

78. The word 'including', when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as 'without limitation' or 'without limiting the generality of the foregoing') is used with reference to it.

Number and Gender

79. In this Law, the singular includes the plural and the plural the singular, as the context permits or requires, and gender specific terms include both genders and corporations.

Reference to Law

80. Any reference to any law including any development approval requirements includes and is a reference to the same as amended, superseded or replaced from time to time.

Reference to Title

81. Where the title of a position within the Nation's administration is used in this Law, the title refers to the Person holding that position.

Reference to Government Body

82. Any reference in the Law to a government body, representative or department includes and is a reference to its successors from time to time.

Provisions Severable

83. If any section or portion of this Law is declared or held to be invalid for any reason, the invalidity must not affect the validity of the remainder of that section or this Law, and the terms and provisions of this Law are to continue to be in force and in effect and to be construed as if it had been enacted without the invalid portion.

Must

84. The word 'must' is to be construed as an imperative obligation.

Shall

85. The word 'shall' is to be construed as a mandatory obligation.

May

86. The word 'may' is to be construed as permissive and empowering.

Prohibitions and Enforcement

General Prohibitions

No Development within Lands without Approval

87. The Lands must not be developed except in compliance with this Law and the applicable Zoning Law.

No Development without clearance by Indigenous Services Canada

88. Without limiting Section 87, a Person must not carry out any work or any Development which would, directly or indirectly, disturb or alter any land until the Person has complied with all Environmental Requirements as administered by Indigenous Services Canada.

Contravention of Law

89. A Person must not use or occupy any land, Building, Structure or other improvement in contravention of the provisions of this Law.

Development Permit condition compliance

90. A Person must comply with the terms and conditions of an issued Development Permit.

No Failure to Comply with Time Limits

91. A Person must not fail to comply, within the time prescribed, with any order or direction given under Section 93 and 94 of this Law.

Inspection and Enforcement

Entry/Inspection

92. The Development Authority may give written notice of no less than forty-eight (48) hours and thereafter shall have the right of entry during normal business hours and may enter onto any lands or into any Building, Structure or other improvement in a reasonable manner in order to inspect the same and to ascertain whether the provisions of this Law are being or have been complied with. In cases of emergency, no prior notice shall be required.

Stop Orders

93. Where the Development Authority finds that a Development, Land Use, Building or Structure is not in accordance with the provisions of this Law, the Zoning Law, the Taza Development Guidelines, or any Standards, the Development Authority may act under Section 94.
94. The Development Authority may, by written notice, order the responsible Lease Holder, the Person responsible for the Development, Person in possession of the Building or Structure, or the Person responsible for the contravention, or any or all of them to:
- (a) stop the Development or Use of the land or Building in whole or in part as directed by the notice;
 - (b) demolish, remove or replace the Development; or

- (c) carry out any other actions required by the notice so that the Development or Use of the land or Building complies with this Law, the Zoning Law or a Development Permit approval.

- 95. A notice referred to in Section 94 must specify the date on which the order was made, and must be given or sent to the Person or Persons referred to in Section 94 within one (1) business day of the decision being made.
- 96. A Person who receives a notice referred to in Section 94 may appeal to the Development Appeal Board in accordance with Sections 232, 233 and 234.

Enforcement of stop order

- 97. If a Person fails or refuses to comply with an order directed to the Person under Section 94, the Development Authority may enter on the land or Building and take any action necessary to carry out the order.

Work may be done and added to taxes

- 98. In the event of default, neglect, refusal or failure to comply with an order or direction given under Section 94 according to the terms of it, the Manager, Civic Services may cause such work to be done at the cost of the Person in default. If the Person in default does not pay such cost to the Nation within thirty (30) days after receipt of the Nation's invoice for same, the cost of such work shall be recoverable from the responsible Lease Holder by the Nation.
- 99. If the Person in default appears on the Nation's Tax Roll, then the cost of such work shall also be a charge upon the land, and shall be considered to be taxes in arrears and collected in the same manner as taxes shown on the Tax Roll.
- 100. An order, direction or invoice under this section which is to be given to a Person who is a Lease Holder of land shall be sufficiently served if delivered in person or sent by registered mail to their address as it appears on the relevant Lease.

Offence and Penalties

General Offences

- 101. Any Person who contravenes any provision of this Law by doing any act or thing which the Person is prohibited from doing or by failing to do any act or thing the Person is required to do is guilty of an offence.
- 102. A Person is guilty of an offence where they make use of Lands or a Development:
 - (a) in a manner that is not in accordance with an approved Development Permit including any conditions forming part of that Development Permit; or
 - (b) without a Development Permit where a Development Permit is required.
- 103. Any Person who is convicted of an offence pursuant to this Law is liable on summary conviction to a fine not exceeding ten thousand (\$10,000.00) dollars per day of the offence and in default of payment of any fine imposed, to a period of imprisonment not exceeding six months.

Violation Tickets

104. Where the Development Authority believes that a Person has contravened any provision of this Law, an Officer may commence proceedings against the Person by issuing a violation ticket pursuant to the Tsuut'ina Nation Offences Procedures Bylaw, or any other applicable law.
105. Minimum and specified penalties are set forth in Schedule "A" of this Law, and may be revised from time to time by the Development Authority.
106. Where there is a specified penalty for an offence listed in Schedule "A" to this Law, that amount is the specified penalty for the offence.
107. Where there is a minimum penalty listed for an offence in Schedule "A" to this Law, that amount is the minimum penalty amount for the offence.
108. If a Person is convicted twice of the same provision of this Law within a twenty-four (24) month period:
 - (a) the specified penalty for the second conviction is twice the amount of the specified penalty for a first offence as set out in Schedule "A" to this Law; and
 - (b) the minimum penalty for the second conviction is the amount of the specified penalty for a first offence as set out in Schedule "A" to this Law.
109. If a Person is convicted three or more times of the same provision of this Law within a twenty-four (24) month period:
 - (a) the specified penalty for the third and subsequent convictions is three times the amount of the specified penalty for a first offence as set out in Schedule "A" to this Law; and
 - (b) the minimum penalty for the third and subsequent convictions is three times the amount of the specified penalty for a first offence as set out in Schedule "A" to this Law.
110. This section does not prevent any Officer from issuing a violation ticket requiring an appearance of the defendant at a court of competent jurisdiction, pursuant to the provisions of the Tsuut'ina Nation Offences Procedures Bylaw, or from laying an information in lieu of issuing a violation ticket.

Role of Chief and Council

Role of Chief and Council

Representation of Tsuut'ina Nation

111. Subject to this Law and any other law, the Nation shall be represented by Chief and Council or their appointed designate.

Involvement in the Law

112. Chief and Council shall not be involved in the carrying out of this Law except as set out herein or in any other law.

Development Authority

Establishment of Development Authority

Development Authority Established

113. A board to be known as the Development Authority is by this Law established and appointed.

Development Authority Members

114. The Development Authority shall consist of the following members of the Nation's Administration:
- (a) Manager, Civic Services;
 - (b) Director, Public Works;
 - (c) Planner or Development Officer; and
 - (d) other staff members as assigned by the Development Authority from time to time.

Role and Function of the Development Authority

115. The role and function of the Development Authority is to:
- (a) carry out the functions and exercise the powers assigned to it under this Law, including receiving, reviewing and approving applications; and
 - (b) make decisions about Development matters that are assigned to it under this Law, taking into consideration relevant Nation Development Approval Requirements, sound professional judgment and any reasonable concerns of the Development Authority with respect to the Development.

Development Authority not to unreasonably delay

116. Time shall be of the essence for the Development Authority to review and issue decisions on Development Permit applications.

Chair of the Development Authority

Chair of the Development Authority

117. The Manager, Civic Services shall act as the Chair of the Development Authority.

Alternate Chair

118. If the Chair is absent from any meeting of the Development Authority, the members of the Development Authority present at the meeting shall choose another member to preside as Chair.

Administration

Administration by Planner or Development Officer

119. The Planner or Development Officer shall administer the affairs of the Development Authority and oversee its operation and shall carry out the functions assigned to her or him under this Law or by the Development Authority in respect of this Law.

Conduct of Development Authority Meetings

Meetings

120. The Development Authority shall convene meetings on an irregular basis to consider and discuss the approval or refusal of Development Permit applications.

Quorum

121. The quorum for the Development Authority for the conduct of any business shall be a majority of all the members of the Development Authority.

Rules and Procedures

122. The Development Authority may determine its own rules and procedures.

Meetings not open to the public

123. Development Authority meetings shall not be open to the public.

Consultation and assistance

124. Despite Section 123, the Manager, Civic Services may invite technical advisors, consultants or individuals whose interest in land is directly affected by the application or matter before the Development Authority to attend all or a portion of a Development Authority meeting.

Decisions of the Development Authority

Development Authority May Refer Applications for Opinion or Advice

125. The Development Authority may refer for comment or advice any application or matter before it to any outside consultant or agency.

Submissions to Development Authority

126. Before deciding on any application or matter before it, the Development Authority shall, after receiving a request in writing from the Applicant, or a Person whose interest in land is directly affected by the application or other matter before the Development Authority, permit the Person making the request to make written submissions to the Development Authority.

Development Permit applications

127. Having considered the comments of Tsuut'ina Nation departments and outside agencies who have an interest in a Development Permit application, decisions of the Development Authority shall be implemented by the Development Officer.

Minutes

Minutes of Development Authority meetings

128. The Recording Secretary shall make a legible record of the decisions of the Development Authority and the business transacted at Development Authority meetings.

Minutes to be signed as correct

129. After the Development Authority has reviewed and approved the minutes of a meeting, and subject to any necessary corrections having been made, the minutes shall be signed as correct by the Chair.

Minutes to be retained and provided on request

130. After the minutes have been signed as correct under Section 129, the Recording Secretary shall:
- (a) provide a copy of the minutes to all members of the Development Authority;
 - (b) retain the minutes on file; and
 - (c) make a copy of the minutes available for inspection by any Person within two (2) business days following a request for the minutes to the Recording Secretary.

Copies of minutes

131. The Recording Secretary may provide a Person described in Section 130(c) with copies of any minutes. A fee may be established under this Law.

Planning Framework

Area Development Plan

Area Development Plan Required

132. Land within the Tsuut'ina Nation shall only be developed where an Area Development Plan has been provided to and approved by the Development Authority.

Provision of Parkland

133. Parkland shall be included as part of a submitted Area Development Plan.

Zoning Law

Zoning Law Required

134. All lands within the defined Plan Area of an Area Development Plan shall be subject to the regulations of a Zoning Law, in a form satisfactory to the Development Authority, and approved by Chief and Council.

Development Permits

Land Subject to Development Permit

Development Permit Application

135. The land to be included in a Development Permit application shall be captioned within a Sublease application with the Partnership.

Approval of a Development Permit Application

Powers of the Development Authority

136. The Development Authority may approve or refuse, with or without conditions, an application for:
- (a) Development Permit; or
 - (b) an amendment of a previously approved Development Permit.

Variances to Zoning Law

137. The Development Authority may consider variances to the Standards and the Zoning Law, where it finds that the variances meet the overall intent of the applicable Area Development Plan and the implementing provisions of the Zoning Law.

Reasons

138. Where the Development Authority refuses an application, it shall provide brief reasons for its decision.

Notice of Decision

139. The Development Authority shall issue a "Notice of Decision" to advise the Applicant in writing of the decision of the Development Authority.

Notice Period

140. The Development Authority shall advertise the decision in an approved manner with a fourteen (14) day notice period.

Reconsideration of Conditions of Approval

141. The Applicant, within the notice period set forth in Section 140, may request that the Development Authority reconsider a proposed condition of approval, provided that:
- (a) a written rationale justifying the reconsideration is provided; and
 - (b) a fee is paid in accordance with the Development and Building Permit Fee Schedule approved by the Development Authority.

Development Authority Decision is Final

142. Notwithstanding Section 141, decisions of the Development Authority are not subject to appeal by outside parties.

Prior to Release Conditions

143. Prior to the issuing of a Development Permit, the Applicant shall resolve any conditions listed as 'prior to release' on the Notice of Decision.

Development Completion Certificate

144. The Applicant shall obtain a Development Completion Certificate as listed within Sections 152 and 153.

Development Permit Application Submission Requirements

Applications by Lease Holder or agent

145. Any Person who is a Lease Holder or other Persons having an interest in the Lands, or their authorized agent, may apply to the Development Authority for a Development Permit.

Provision of supporting documentation

146. Despite any of the application submission requirements contained in this Law, the Applicant must provide all supporting documentation requested by the Development Authority for the purposes of reviewing and assessing an application.

Pre-Application Consultation with Development Authority

147. Prior to the filing of an application for a Development Permit or an application for amendment to a previously approved Development Permit, an Applicant must discuss the proposal with the Development Authority, and advisors or agencies as directed by the Development Authority, before carrying out detailed preparation of the application, so that significant planning, engineering, environmental and other issues and concerns can be raised at an early stage in the approval process.
148. Identification of issues at this stage shall not preclude the Development Authority from identifying additional issues or concerns at any later stage of the approvals process.

Requirements for Development Permit Application

149. An application for a Development Permit must be submitted to the Development Authority and must include:
- (a) the application form provided by the Development Authority, fully completed;
 - (b) all supporting information as required by the application form;
 - (c) information and details as specified by the appropriate proposed use checklist;
 - (d) written authorization by the Lease Holder if the applicant is acting as agent on behalf of the Lease Holder; and
 - (e) the applicable fee, as approved by the Development Authority.

Effect of Approval of Development Permit

Term of a Development Permit

150. A Development Permit shall remain in effect until:
- (a) the date of its expiry, if the Development Permit was issued for a limited time;
 - (b) it is suspended or cancelled; or
 - (c) it lapses upon the failure of the Applicant or Lease Holder to commence the Development approved by the Development Permit within two (2) years of the Development Permit.

Suspension or Cancellation

Suspension or Cancellation of a Development Permit

151. The Development Authority may suspend or cancel a Development Permit following its approval or issuance if:
- (a) the application contains a misrepresentation;
 - (b) facts have not been disclosed that should have been at the time of consideration of the application for Development Permit;
 - (c) the Development Permit was issued in error;
 - (d) the conditions of Development Permit have not been complied with; or
 - (e) requested by the Applicant, by way of written notice to the Development Authority, provided commencement of the use, Development, or Construction has not occurred.

Notice given

152. Where the Development Authority suspends or cancels a Development Permit, written notice to the Applicant shall be provided through regular mail.

Cease and desist

153. Upon written notice of suspension or cancellation, the Applicant must cease all Development and activities related to the suspended or cancelled Development Permit.

Development Completion Certificate

Application for Development Completion Certificate

154. The recipient of a Development Permit shall obtain a Development Completion Certificate before a Development can be occupied or a use commenced.
155. Where the Development Authority is satisfied that the Development has been completed in accordance with all of the requirements of the Development Permit, the Development Authority shall issue a Development Completion Certificate for the Development.

Development Authority to address deficiencies

156. Where a Development Authority is not satisfied that a Development has been completed in accordance with all the requirements of the Development Permit, the Development Authority may:
- (a) issue a Development Completion Certificate upon receipt of any Letter of Credit or other Security in an amount and form acceptable to the Development Authority, to ensure fulfilment of any outstanding requirements of the Development Permit; or
 - (b) refuse to issue a Development Completion Certificate.

Development Permit Time Limits

Approval Void Unless Work Commenced

157. An approval of a Development Permit shall be void two (2) years after the date it was given, unless the Development authorized by it has been substantially commenced.

Substantial Completion

158. Subject to the terms of the approval, an approval of a Development Permit shall be void five (5) years after the date it was given, unless ninety (90%) percent of the Development authorized by it has been completed and work on the Development is continuing.

Extension to Development Permit Commencement Date

159. The Development Authority may grant a written request to extend the date before which Development must commence, provided:
- (a) no more than two extensions are granted for any Development Permit;
 - (b) the length for any extension is one (1) year; and
 - (c) the request is made prior to the Development Permit lapsing.

Stakeholder Consultation

Stakeholder Consultation

Stakeholder consultation

160. As part of reviewing an application for a Development Permit, the Development Authority may require stakeholder consultation under this Part if, after receiving a briefing in respect of the application, the Development Authority determines that:
- (a) the application or amendment is of contentious nature;
 - (b) the application or amendment involves a proposed use or density not reasonably contemplated by the applicable Area Development Plan; or
 - (c) the Applicant has requested that stakeholder consultation be carried out.

Stakeholder consultation procedure

161. Where the Development Authority requires stakeholder consultation in respect of an application for a Development Permit, the Development Authority shall notify adjacent Lease Holders as to the nature of the application.
162. Lease Holders, whose interest in land may be affected by the application, shall be given an opportunity to provide a written submission to the Development Authority, as long as the written submission is submitted to the Development Authority before the date specified in the notice.

Contents of Notice

163. The notice shall state:
- (a) the general nature and purpose of the application;
 - (b) the area of land that is subject of the application; and
 - (c) the place where, and the period during which, the application shall be available for inspection.

Notification of Decision

164. The Development Authority may notify a participating stakeholder by regular mail or by electronic means of communication, of its decision on the application for a Development Permit in question.

Subdivision of Lands

Subdivision of Lands

Notification

165. The Partnership or relevant Lease Holder shall notify the Development Authority of any further subdivision of land within an Area Development Plan.

Services and Facilities Requirements

Services and Facilities provided

Services and Facilities

166. Land must not be developed unless it is provided with the following Services and Facilities:
- (a) a storm drainage system;
 - (b) domestic water system;
 - (c) sanitary sewage collection system;
 - (d) solid waste collection;
 - (e) Roads, which may include curbs and gutters, sidewalks, street lighting;
 - (f) natural gas;
 - (g) telephone; and
 - (h) electricity,
- in compliance with this Law.
167. The Development Authority may require that any or all of the following Services and Facilities be provided:
- (a) irrigation water system;
 - (b) cablevision;
 - (c) boulevard treatment and landscaping;
 - (d) parking; and
 - (e) fibre optic communication infrastructure,
- taking into consideration factors including the cost of supplying the Services and Facilities, the nature, size and density of the Development, and the need for and availability in the area of the Services and Facilities.
168. The Services and Facilities to be provided must be designed and constructed so as to be fully adequate to service the Lands, each phase of Development constructed or to be constructed within the Lands.
169. The Services and Facilities must be tied-in and connected to their point of supply or discharge including tie-ins to driveways.
170. The requirements for Services and Facilities do not apply to land which is subdivided or developed for the sole purpose of supporting the installation of utilities and associated structures and equipment.

Construction of Services and Facilities

Construction

171. The Services and Facilities must be designed, constructed and completed:
- (a) in a good and workmanlike manner and strictly in compliance with the requirements of the Development Authority and Development Permit, including the Standards and this Part; and
 - (b) within the locations shown for them in the Area Development Plan or Development Permit, as applicable, except to the extent a revised location is set out in any Permission to Construct.

Environmental, Geotechnical and Heritage Requirements

172. Without limiting Section 171, the Services and Facilities must be designed, constructed and completed in compliance with Environmental Requirements, Geotechnical Requirements and Heritage Requirements.

Minimize Water Usage

173. In all Development on the Lands, measures designed to minimize water usage and sewage generated by the Development, including promoting the use of low flow plumbing fixtures and water metering must be instituted.

No Connection between Storm Sewers and Collection System

174. The Lease Holders must not connect or permit any connection between any portion of the storm drainage system and any portion of the sanitary sewage collection system or any portion of it.

No Connection between domestic and irrigation water systems

175. Lease Holders must not connect or permit any connection between any portion of the domestic water system and the irrigation water system or any non-potable water source.
176. Without limiting Section 174, Lease Holders must not connect or permit any connection between any portion of the domestic water system within any Building or Lot and any non-potable water source within any Building or Lot.

Obtaining consents

177. Lease Holders must obtain from all lawful authorities all consents and approvals necessary for the construction, completion, operation and use of the Services and Facilities.

Keep the Development Authority informed

178. Lease Holders must keep the Manager, Civic Services reasonably informed as to the progress of the construction of the Services and Facilities, including providing, as often as is necessary, a reasonably detailed and up to date schedule of work.

Changes to Services and Facilities at Lease Holder's or Applicant's Request

179. No change to the Services and Facilities covered by Permission to Construct is permitted unless the change has been reviewed and approved by the Development Authority.
180. All requests for changes to the Services and Facilities must be made in writing and include revisions to the previously accepted materials and information.

No Interference with Adjacent Land

181. Except as permitted by the Development Authority and the Lease Holder of any Adjacent Land, the construction, maintenance, operation or other work in respect of any Services and Facilities must not interfere with the drainage or use or occupation of any Adjacent Land.

No Construction of Services and Facilities without Permission to Construct

No Construction of Services and Facilities Without Approval

182. The construction of any Services and Facilities must not be commenced until after the Lease Holder has obtained from the Development Authority, Permission to Construct the Services and Facilities that are to be provided and, without limiting any other provision of this Law, the Lease Holder has complied with all Environmental Requirements.

Security for Services and Facilities

Amount and Type of Security.

183. The Security to be provided to the Nation under this Law must consist of a Letter of Credit, in the amount of one hundred (100%) percent of a Cost Estimate certified by the designing professional for the Services and Facilities to be provided.

Security to be Valid for a Minimum Term

184. Any Security deposited with the Nation under this Law must be valid for a term expiring not earlier than sixty (60) days after the date by which the Lease Holder is to have Substantially Completed the Services and Facilities in respect of which the Security was provided.

Renewal of Security

185. If any Services and Facilities secured are not Substantially Complete within the term of the Security that relates to such Services and Facilities, the Lease Holder must renew the Security for a further one (1) year, and thereafter from year to year until the Services and Facilities have been Substantially Completed.

Amount of Renewal Security

186. If any Services and Facilities are not Substantially Complete by the time of renewal of the applicable Security, the amount of the renewed Security for the Services and Facilities must be increased by multiplying the then current amount of the Security by an escalation factor established by the Development Authority.

187. If in any year the Security is not so renewed by at least thirty (30) days before its expiry, the Development Authority may draw down the full amount of the Security and hold the funds so drawn as the security.

Use of Security

188. If any of the Services and Facilities are not Substantially Complete within the time specified in this Law, the Development Authority may:

- (a) draw down or exercise the Nation's rights under the Security provided for such Services and Facilities and may, but shall not be obligated to, Substantially Complete or cause to be Substantially Completed such Services and Facilities at the cost of the Lease Holder, and deduct from the Security the actual cost of Substantial Completion, including engineering, legal and other consulting costs;
- (b) the balance of the Security, if any (and if applicable), without interest and less any administrative, supervisory, engineering and design costs levied by the Nation, acting reasonably, shall be returned to the Lease Holder within ten (10) Business Days after the Acceptance of Certification Report has been issued by the Development Authority; and
- (c) if the Security is insufficient to cover the actual cost of Substantially Completing the Services and Facilities then the Lease Holder must pay such deficiency to the Nation within ten (10) Business Days after receipt of the Nation's invoice for same.

189. If the Services and Facilities are Substantially Completed by the Lease Holder as required under this Law, then the Security provided for such Services and Facilities shall be returned to the Lease Holder within ten (10) Business Days after the Acceptance of Certification Report for such Services and Facilities has been issued.

Insolvency

190. Despite any other provision of this Law, the Nation shall be entitled to draw on the Security and may, but is under no obligation to, Substantially Complete the Services and Facilities or remedy any defects or deficiencies in the Services and Facilities, if:

- (a) the Lease Holder commits an act of bankruptcy or makes a proposal or general assignment for the benefit of its creditors;
- (b) an order is made or a resolution passed or petition filed for the liquidation or winding-up of the Lease Holder; or
- (c) a receiver or receiver-manager of the Lease Holder, or the Lands or part thereof, is appointed or any encumbrance-holder takes possession of the Lands or any part thereof.

191. The Security is not assets of the Lease Holder and are not subject to any trust or other right or claim of the Lease Holder other than a contract claim expressly contemplated by this Law.

Warranty of Services and Facilities

Warranty

192. The Lease Holder must:
- (a) maintain the Services and Facilities in complete repair for the Warranty Period;
 - (b) remedy any defects or deficiencies appearing in the Services and Facilities within the Warranty Period; and
 - (c) pay for any Damage to other Works or property resulting from the defects or deficiencies, save and except for defects and deficiencies caused by reasonable wear and tear, a wrongful act by or negligence of the Nation, or Acts of God.

Requirements for Acceptance of Certification Report

Inspection and Testing by designing professional

193. No later than ten (10) Business Days before Substantial Completion of any Services and Facilities, the Applicant must cause the relevant designing professional to:
- (a) provide at least ten (10) Business Days prior written notice to the Development Authority of the date and time of the proposed inspections, examinations or tests, so that representatives of the Development Authority may attend at such inspections, examinations or tests;
 - (b) permit representatives of the Development Authority to attend at such inspections, examinations or tests; and
 - (c) inspect such Services and Facilities and carry out or cause to be carried out any inspections, examinations or tests set out in the Standards or recommended by good engineering practice to determine whether the Services and Facilities are Substantially Complete (except for the Acceptance of Certification Report) and substantially comply in all material respects with the Nation Development Approval Requirements; and
 - (d) prepare and certify a system certification report (the "Certification Report") for each of the Services and Facilities, including the matters contained in Section 193,(c), certifying that the Services and Facilities have been Substantially Completed (except for the Acceptance of Certification Report) and substantially comply in all material respects with the Nation Development Approval Requirements.

Certification Report

194. The Applicant must submit to the Development Authority, within four (4) weeks after any of the Services and Facilities have been Substantially Completed (except for the Acceptance of Certification Report), three (3) bound copies of each Certification Report.

Contents of Certification Report

195. Each Certification Report must be signed and sealed in its entirety by the relevant registered professional and must include:
- (a) the final Survey Plans, if applicable, and supporting materials and information prepared by the relevant designing professional;
 - (b) a complete set of as-Constructed drawings of the Services and Facilities at the same scale and in the same format as the construction drawings, prepared in accordance with good engineering practice;
 - (c) as-Constructed CAD files of the Services and Facilities; and
 - (d) copies of all test reports and results.

Records

196. The Lease Holder must collect, maintain, archive and make available to the Nation on request by the Nation or on a default by the Lease Holder under any Lease and reversion of the Services and Facilities to the Nation or on any takeover by the Nation of the Services and Facilities all geotechnical, traffic and other technical studies and reports, landscaping plans and other materials and information relevant to the Services and Facilities.

Acceptance of Certification Report

197. Within ten (10) Business Days after receiving the Certification Report, the Development Authority may accept the Certification Report and shall issue to the Lease Holder an Acceptance of Certification Report.

Requirements for Acceptance of Warranty Certification Report

Warranty Inspection Requirements

198. No later than ten (10) Business Days before the expiry of the Warranty Period and the completion of the remedying of any defects or deficiencies in the Services and Facilities, the Applicant must cause the relevant registered professional to:
- (a) provide at least ten (10) Business Days prior written notice to the Manager, Civic Services of the date and time of the proposed inspections, examinations or tests, so that representatives of the Development Authority may attend at such inspections, examinations or tests;
 - (b) permit representatives of the Development Authority to attend at such inspections, examinations or tests;
 - (c) inspect the Services and Facilities and carry out or cause to be carried out any examinations or tests set out in the Standards or recommended by good engineering practice to determine whether:
 - i) the Services and Facilities are complete (except for the Acceptance of Warranty Certification Report);

- ii) the Services and Facilities have been maintained in complete repair for the Warranty Period;
 - iii) any defects or deficiencies appearing in the Services and Facilities during the Warranty Period have been remedied;
 - iv) the Services and Facilities have been fully tested, are functional and can be used for their intended purpose; and
 - v) the Services and Facilities substantially comply in all material respects with the Nation Development Approval Requirements; and
- (d) prepare and certify a Warranty Certification Report (the “Warranty Certification Report”) for each of the Services and Facilities, certifying that:
- i) the Services and Facilities are complete (except for the Acceptance of Warranty Certification Report);
 - ii) the Services and Facilities have been maintained in complete repair for the Warranty Period;
 - iii) any defects or deficiencies appearing in the Services and Facilities within the Warranty Period have been remedied;
 - iv) the Services and Facilities have been fully tested, are functional and can be used for their intended purpose; and
 - v) the Services and Facilities substantially comply in all material respects with the Nation Development Approval Requirements.

Warranty Certification Report

199. The Applicant must submit to the Development Authority, within four (4) weeks after the expiry of the Warranty Period and the completion of the remedying of any defects or deficiencies in the Services and Facilities, three (3) bound copies of each Warranty Certification Report.

Contents of Warranty Certification Report

200. Each Warranty Certification Report must be signed and sealed in its entirety by the relevant registered professional, and must include the materials and information described in Section 198, for any changes that have been made to the Services and Facilities in respect of their maintenance during the Warranty Period and the remedying of any defects or deficiencies.

Acceptance of Warranty Certification Report

201. Within ten (10) Business Days after receiving the Warranty Certification Report, the Development Authority may accept the Warranty Certification Report and if the Development Authority does, the Development Authority shall issue to the Lease Holder an Acceptance of Warranty Certification Report.

Default in Remedying Warranty Deficiencies

202. In the event of default, neglect, refusal, or failure to comply with the requirements of Section 198, the Nation may give notice in writing to the Applicant advising them of a sixty (60) day notice period to complete the requirements of Section 198.
203. If the Applicant is still in, default, neglect, refusal, or failure to comply with the requirements of Section 198, the Nation may cause such work to be done at the cost of the Person in default.
204. If the Person in default does not pay such cost to the Nation within thirty (30) days after receipt of the Nation's invoice for same, the cost of such work shall be recoverable from the Lease Holder by the Nation.
205. If the Person in default appears by the Nation's Tax Roll, then the cost of such work shall also be a charge upon the land, and shall be considered to be taxes in arrears and collected in the same manner as taxes shown on the Tax Roll.
206. An order, direction or invoice under this section which is to be given to a Person who is a Lease Holder of land shall be sufficiently served if sent by registered mail to their address as it appears on the executed Lease document.

Ownership of Services and Facilities

Services and Facilities

207. Unless and until the Services and Facilities are transferred to or to the order of the Nation, the Services and Facilities shall remain the property of the Lease Holder and shall be and remain at their sole risk, despite any degree of annexation or affixation to the Lands or any rules of Law or equity to the contrary.

Abandonment

208. Except as otherwise provided in any Lease or other agreement applicable to the Lands, if the Lease Holder abandons any portion of the Services and Facilities, the Nation, acting reasonably, may require the Lease Holder to remove all or a portion of such Services and Facilities from the lands and to return the lands to their previous condition and if the Lease Holder does not do so within a reasonable period of time, the Development Authority may draw down or exercise its rights under any Security held by the Nation in respect of any of the Services and Facilities, and may, but shall not be obligated to, remove or cause to be removed such portion of the Services and Facilities at the cost of the Lease Holder and deduct from the Security the actual cost of such removal, including engineering, legal and other consulting costs. If the Security is insufficient to cover the actual cost incurred by the Nation, then the Lease Holder must pay such deficiency to the Nation within ten (10) Business Days after receipt of the Nation's invoice for same.

Insurance

Insurance

Insurance

209. The Lease Holder must take out and maintain or cause to be taken out and maintained, at the expense of the Lease Holder, the following insurance in respect of the Development of the lands, including construction of the Services and Facilities:
- (a) **Liability Insurance.** Comprehensive General Liability insurance (the “Liability Insurance”) against claims for personal injury, death or property Damage or loss occurring at or about the Insured Area (defined below) for such amounts as are required by the Nation from time to time, acting reasonably. Such insurance must include premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The Nation may require endorsements for broad form property Damage and broad form completed operations, depending on the work involved.
 - (b) **Builder’s Risk Insurance.** Insurance (the “Builder’s Risk Insurance”) against Damage to any improvements and Building materials on or about the Insured Area from time to time during Construction by an “all risks” form including resultant Damage from error in design and faulty workmanship, to their full replacement cost;
 - (c) **Automobile Insurance.** A standard automobile policy (the “Automobile Insurance”) including standard contractual liability endorsement against claims for bodily injury, death and Damage to property, for not less than \$2,000,000 for any one occurrence or for such higher amount as the Nation may require from time to time, acting reasonably;
 - (d) **Property Insurance.** “All risks” property insurance (the “Property Insurance”) upon any improvements, including the Services and Facilities, to their full insurable value, calculated on a replacement cost basis against loss or Damage by fire and other perils under customary supplementary coverage;
 - (e) **Boiler Insurance.** “Broad form” boiler and pressure vessel insurance (the “Boiler Insurance”) upon any boilers, pressure vessels or mechanical equipment located on the Lands in such amount as the Nation may require from time to time, acting reasonably;
 - (f) **Environmental Insurance.** Insurance against any such environmental risk as is required by the Nation, with limits the Nation considers appropriate, acting reasonably; and
 - (g) **Other Insurance.** Such other insurance as the Nation may reasonably require from time to time in amounts and for perils against which a prudent Lease Holder would protect itself in similar circumstances.

Insured Area

210. For the purposes of Section 209, the “Insured Area” includes the lands and any area outside the lands where Services and Facilities are being constructed or work in relation to any of them is being carried out.

Term for Insurance

211. The Lease Holder must obtain and maintain in force the insurance required under Section 209:
- (a) in respect of any Services and Facilities, to cover any claims in respect of any occurrence up to and including the date of issuance of the Acceptance of Warranty Certification Report; and
 - (b) in respect of any other improvements, to cover any claims in respect of any occurrence arising up to and including the date of issuance of an Occupancy Certificate.

Terms and Conditions of Insurance.

212. Subject to Section 209, each insurance policy must be written on an occurrence basis, on the following terms and on such other terms and conditions and with such insurers as are from time to time approved by the Nation:
- (a) the policy must be written to the extent legally possible in the name of the Lease Holder; Her Majesty, the Nation and any other Person designated by the Nation or having an interest in the Insured Area, shall be additional insureds as their respective interests may appear, to the extent that such additional insureds have an interest in such insurance as set out in Section 209;
 - (b) the policy must contain an agreement by the insurer that it shall not cancel or alter the policy without first giving to all of the insureds at least thirty (30) days’ prior written notice by registered mail;
 - (c) the Liability Insurance, Automobile Insurance and Boiler Insurance must each contain a provision for cross liability among the insureds such that each Person insured under such policies shall be insured in the same manner and to the same extent as if separate policies had been issued to each;
 - (d) the Property Insurance and Builder’s Risk Insurance must each contain a waiver of any subrogation rights which the insurer or insurers may have against any of the insureds and those for whom the insureds are responsible in Law, whether any insured loss or Damage is caused by the act, omission, or negligence of any of the insureds, or by those for whose acts an insured is responsible in law;
 - (e) if a policy of insurance contains a co-insurance provision then the Lease Holder must at all times maintain or cause to be maintained sufficient insurance to prevent the insureds under the policy from being co-insurers; and

- (f) the Liability Insurance and Boiler Insurance must each include protective liability for acts performed by contractors or their subcontractors, employer's liability (or contingent employer's liability where worker's compensation insurance applies), and unlicensed and specially licensed vehicle liability coverage.

Professional Liability Insurance

213. Where professional liability insurance is not available on an occurrence form, the insurance policy may be written on a claim made form; and in such case, the professional must maintain its claims made insurance in force for two (2) years unless the professional obtains and maintains in force a sunset policy or a discovery policy for a period that the Nation considers is reasonable to cover its exposure in these circumstances.

Not Invalidate Insurance

214. The Lease Holder must not do, permit or suffer anything to be done on or from or about the Insured Area which might cause any policy of insurance required by Section 209, to be invalidated or cancelled, and the Lease Holder must comply forthwith with every notice in writing from the Nation or any insurer requiring anything to be done or not done in order to avoid invalidation or cancellation of any insurance.

Evidence of Insurance

215. The Lease Holder must deliver certificates evidencing every policy of insurance that is required by Section 209, to the Development Authority immediately after the insurance is effected and must deliver a certificate of renewal or other evidence satisfactory to the Development Authority that the insurance has been renewed or replaced at least fifteen (15) days before the expiry of any policy of insurance in force.
216. The Lease Holder must, upon written request from the Development Authority, deliver a certified copy of every insurance policy requested by the Development Authority.

Automobile Licenses and Insurance

217. Unless otherwise agreed by the Development Authority in writing, the Lease Holder must ensure that the Lease Holder obtains for every automobile or other vehicle owned or operated by the Lease Holder on the Nation such licenses and insurance as are required under the laws of the Province of Alberta and the laws of the Nation, as may be applicable, for the ownership and operation of automobiles and other vehicles within the Province.

Worker's Compensation

218. Prior to commencing any construction or other work under this Law, which requires the consent or approval of any Lawful Authority, the Lease Holder must provide the Development Authority with evidence of compliance with the applicable governmental requirements relating to worker's compensation insurance, including payments due thereunder.

Release of Liability for Insured Damage

219. Upon request, the Lease Holder must provide to the Nation an agreement in a form satisfactory to the Development Authority in which the Lease Holder fully releases and discharges and agrees to fully indemnify and save harmless Her Majesty and the Nation from and against any and all Actions and Damages whatsoever caused by, resulting from or in respect of any of the perils or injury against which it is required under this Law to insure, even if the Action or Damage arises out of the negligence or omission of Her Majesty, Her Majesty's representatives, the Nation, the Nation Officials or the Nation's representatives and even if the Lease Holder has failed to so insure.

Allocation of Risk and Releases

Allocation of Risk

No Liability.

220. Neither the Nation nor any Nation Official shall have any liability whatsoever for any Damage to any Person for or in respect of any of the following:
- (a) the exercise of or failure to exercise any power, duty, authority or discretion under or in connection with this Law, including any inspection or any confirmation of compliance or conformity with any of the above;
 - (b) any advice, representations, comforts or assurance given in respect of the Lands or any development on the Lands, any condition or state of the Lands, including environmental conditions, taxes and charges, authorizations, zoning, development and rights or licensing; or
 - (c) the neglect or failure, for any reason, of the Nation's administration to discover any breach or default under, or to enforce any of its rights, under this Law.

No Personal Liability

221. Neither the Nation nor any Nation Official is liable for any Damage sustained by any Person as a result of any neglect or failure to discover or detect any contravention of any Nation Development Approval Requirements or from the neglect or failure, for any reason or in any manner, to enforce any Nation Development Approval Requirements or for any Damage from a failure to take any enforcement Action available to the Nation.
222. A Nation Official or a former Nation Official is in no case liable for any Damage and no Action for any Damage lies or may be instituted against a Nation Official or former Nation Official for or in respect of any of the following:
- (a) anything said or done or anything not said or done by a Nation Official or a former Nation Official in the performance, intended performance of or failure to perform any of that person's duties;
 - (b) the exercise of or failure to exercise that person's power, duty, authority or discretion, including the issuance of or failure to issue any authorization; and
 - (c) any default or neglect or alleged default or neglect in the performance, intended performance of or failure to perform any of that person's powers, duties, authority or discretion.

No Defense in Certain Circumstances

223. Section 221 and 222 do not provide a defence if:
- (a) the Nation Official or former Nation Official has, in relation to the conduct that is the subject matter of the Action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or
 - (b) the action or damage relates to libel or slander.

Nuisance Actions

224. The Nation, a Nation Official or former Nation Official is not liable in any Action for any Damage based on nuisance or the rule in Rylands v. Fletcher or in any claim or action for injurious affection, where the damage giving rise to the action arises directly or indirectly out of any failure, breakdown, malfunction, insufficiency or inadequacy of any of the Services and Facilities, for any reason whatsoever.

Lease Holder Obligation to Comply

225. Without limiting any other provision of this Law, neither anything contained in this Law, nor the acceptance by the Nation of any materials and information, nor the issuance of a Development Permit shall:
- (a) relieve the Lease Holder, the Applicant and its consultants from their obligations of compliance with the Nation Development Approval Requirements; or
 - (b) be construed as an assumption of responsibility in any way by the Tsuut'ina Nation or any Tsuut'ina Nation Official for any of these or any construction or other work carried out in accordance with this Law or the Tsuut'ina Nation Development Approval Requirements.

No Reliance on the Nation/Applicant Responsible

226. Without limiting anything contained in this Law:
- (a) all authorizations made under this Law are for the sole benefit of the Nation and shall in no way relieve or excuse the Lease Holder from designing, constructing, operating and maintaining the Development and all Buildings, Structures and Services and Facilities in strict compliance with the terms and conditions of this Law and the other Nation Development Approval Requirements;
 - (b) the Applicant shall rely exclusively on itself and its own consultants and advisors in respect of any Development of land, construction and other work carried out by or on behalf of the Lease Holder, including the construction of any Services and Facilities; and
 - (c) neither the Nation nor any Nation Official warrant or represent by any authorization, that the Development or any Buildings, Structures or Services and Facilities comply with any Nation Development Approval Requirements, or are without fault or defect or fit for their intended purpose.

No Limitation on Other Exemptions

227. Nothing contained in this section shall in any way limit or modify any exemption from or limitation on any liability which is available to the Nation or any Nation Official under any law or any agreement.

Appeal Board

Establishment of Development Appeal Board

Development Appeal Board established

228. A board to be known as the Development Appeal Board is by this Law established and appointed.

Development Appeal Board Members

229. The Development Appeal Board shall consist of the following members:
- (a) Portfolio Liaison Officer, Lands; and
 - (b) Two members of Chief and Council as appointed by Chief and Council.

Appeals

Grounds for appeal

230. If the Development Authority issues an order under Section 93 and 94, the Person affected by the order may appeal to the Development Appeal Board.
231. Notwithstanding Section 230, no appeal lies in respect of the approval (or a condition thereof) of a Development Permit approved in accordance with Section 136.

Appeals

232. An appeal to the Development Appeal Board is commenced by filing a notice of the appeal, containing reasons, with the Development Appeal Board within twenty one (21) days of the date on which the order was made.
233. The Development Appeal Board must hold a hearing within thirty (30) days after receipt of a notice of appeal.
234. The Development Appeal Board must give at least five (5) days' notice in writing to the appellant, and the Lease Holder of the land on which the order was issued.

Hearing and Decision

235. At a hearing, the Development Appeal Board must hear:
- (a) the appellant or any Person acting on behalf of the appellant;
 - (b) the Development Authority from whose order the appeal is made, or a Person acting on behalf of the Development Authority;
 - (c) any other Person who was given notice of the hearing and who wishes to be heard, or a Person acting on behalf of that Person.
236. The Development Appeal Board must give its decision in writing together with reasons for the decision within fifteen (15) days after concluding the hearing.

237. The decision of the Development Appeal Board shall be binding and final, upon both the appellant, and the Development Authority.

Schedule 'A' – Minimum and Specified Penalties

| General Offences | | | |
|-------------------------|--|--------------------------------------|--|
| Section | Offence | Minimum Penalty First Offence | Specified Penalty First Offence |
| 68 | Occupy or commence use prior to DCP | \$1500 | \$3000 |
| 68 | Fail to allow inspection / hinder Inspector | \$1500 | \$3000 |
| 15, 58 | Fail to obtain DP | \$1500 | \$3000 |
| | Fail to comply with DP / DP conditions | \$1500 | \$3000 |
| 105 | Fail to comply with Warranty Inspection Deficiencies | \$1500 | \$3000 |

Chief and Council Signatory Page

THIS LAW IS HEREBY made at this duly convened meeting of the Chief and Council of the Tsuut'ina Nation this 14th day of March, 2019.

Voting in favour of this Taza Development Approval Process Law, as evidenced by signatures, are the following members of the Chief and Council:


Chief Lee Crowchild


Councillor Leon Littlelight


Councillor Andy Onespot Sr.

Councillor Regena Crowchild


Councillor Brent Dodginghorse


Councillor LeeRoy Meguinis


Councillor Lyle Dodginghorse


Councillor Stanley Big Plume


Councillor Darryl Whitney


Councillor Kelsey Big Plume


Councillor Vincent Crowchild


Councillor Ellery Starlight


Councillor Darrell Crowchild