

**SUBDIVISION AND DEVELOPMENT APPEAL BOARD
PARKLAND COUNTY**

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HEARING DATE: February 11, 2019
FILE NO.: 12-S-030

Notice of Decision of Subdivision and Development Appeal Board

INTRODUCTION

[1] The Development Authority of Parkland County (the "County") issued a Stop Order on November 15, 2018 under section 645 of the *Municipal Government Act*, RSA 2000, c M-26 ("MGA"). The Stop Order was issued to the Developer, Acheson Commercial Corner Inc. (the "Appellant") for a failure to comply with the requirements of the:

- a) December 22, 2014 Development Agreement (the "Development Agreement"),
- b) March 22, 2015 Off-Site Levy Deferral Agreement ("Off-Site Levy Deferral Agreement"), and
- c) July 7, 2016 Security and Maintenance Agreement (the "Security and Maintenance Agreement"),

in respect of lands legally described as Plan 162 3517, Block 1, Lots 4, 5 and 6, Lot 7 PUL; Plan 162 3517, Block 2, Lots 1, 2, 3, 4, 5, and 6; and Plan 172 1756, Block 1, Lot 8¹ (the "Lands").

[2] The Appellant appeals the Stop Order.

PRELIMINARY MATTERS

A. Board Members

[3] At the start of the hearing, the Board asked if anyone had an objection to the panel hearing the appeal. There were no objections raised regarding the panel members.

B. Exhibits

[4] The Board marked the exhibits as set out at the end of this decision.

¹ The Stop Order of November 15, 2018 was issued to Lands legally described as Plan 6347KS, LOT (E) and Plan 3635MC, LOT (F). The Lands have since been subdivided to the legal land descriptions above.

C. Miscellaneous

[5] The appeal was filed in time, in accordance with section 686 of the MGA.

[6] The Board is satisfied that it has jurisdiction to deal with this matter. There were no objections to the proposed hearing process. There were no preliminary matters raised at the beginning of the hearing.

DECISION OF THE SUBDIVISION AND DEVELOPMENT APPEAL BOARD

[7] The Board denies the appeal and upholds the Stop Order.

SUMMARY OF HEARING

[8] The following is a brief summary of the oral and written evidence submitted to the Board. At the beginning of the hearing, the Board indicated that it had reviewed all the written submissions filed in advance of the hearing.

Development Authority

[9] The Development is located within the BI-Business Industrial District.

[10] The Appellant obtained subdivision approval (Subdivision Approval No. 12-S-030) on September 18, 2012. The Appellant entered into a Development Agreement with the County on December 22, 2014. The Development Authority submitted that a development agreement is a legal agreement that sets out conditions, which the Appellant must fulfill.

Security and Maintenance Agreement

[11] The Developer received Interim Completion Certificates in June 2016. However, there were still a number of deficiencies. On July 7, 2016, the Appellant entered into a Security and Maintenance Agreement with the County. In that agreement, the Appellant agreed to complete incomplete work and rectify deficiencies identified with the

- a) stormwater management facility;
- b) stormwater lift station;
- c) stormwater force main;
- d) off-site service road; and
- e) internal collector road (266 Street) (including removal or lowering of the high pressure gas line that crosses 266 Street) (the "Local Improvements").

The Appellant agreed to submit a Completion Certificate before June 7, 2017.

[12] As of the date of the hearing, the installation of all Local Improvements was incomplete and no construction completion certificates had been applied for or issued for the Local Improvements. The Development Authority stated that the County does not issue partial construction completion certificates.

Letter of Credit

[13] With respect to the security owing to the County in the amount of \$1,802,950.00, section 2 of the Security and Maintenance Agreement states that the "Developer agrees to provide security in accordance with County policy in the amount of \$1,777,950.00 that will serve as security for identified incomplete or deficient work. The amount is based on the known deficiencies listed in the attached "Table A" dated July 6, 2016." ² (Exhibit 7, pages 220-222).

[14] The Development Authority submitted that the Appellant's Letters of Credit provided in 2017 are not valid. The Development Authority has attempted to identify the corporation that issued the Letters of Credit and cannot locate this corporation. The Development Authority stated that its position is that it is the Appellant's obligation to keep the Letters of Credit in good standing and to provide notice if there is any change in the security. The Appellant was notified of the County's concerns and issues with the Letters of Credit at their June 2018 meeting.

Off-Site Levy Deferral Agreement

[15] On March 22, 2015, the County and the Appellant entered into an Off-Site Levy Deferral Agreement. The Off-Site Levy Deferral Agreement deferred the Appellant's payment of off-site levies to the County, and required that the Appellant make two payments: the first on September 30, 2016; and the second on September 30, 2017. The Appellant has made no off-site levy payments to the County.

[16] In response to the Appellant's submission, the Development Authority explained why the amounts owing under the Off-Site Levy Deferral Agreement have increased since 2015. The calculation of off-site levies in the Off-Site Levy Deferral Agreement states that the balance owing "shall be adjusted to reflect the approved off levy rates as at date of payment" (Exhibit 6, paragraph 4 on page 118). The Development Authority submitted that the amount owing by the Appellant is based on the County's 2018 Off-Site Levy Bylaw.

[17] As a result, the Developer owes the County \$1,423,069.44 in off-site levies.

Stop Order

[18] The Development Authority issued a Stop Order on November 15, 2018 due to the various breaches by the Appellant of the agreements, as summarized above and set out in more detail in the Stop Order and Notice of Default (Exhibit 6, pages 20-32).

[19] The breaches in the Stop Order can be summarized as follows:

- a. Failure to complete Local Improvements: The Appellant has refused or failed to complete the construction and installation of all Local Improvements within one year of the date of the Development Agreement and obtain a Construction Completion Certificate by June 7, 2017;

² The Security and Maintenance Agreement provides for security in the amount of \$1,777,950.00. The Development Agreement provides for additional performance security in the amount of \$25,000.00. Together, these two amounts comprise the \$1,802,950.00 of security noted in the Stop Order.

- b. Failure to construct and install in a good and workmanlike manner: The Appellant failed to construct and install the Local Improvements in a good and workmanlike manner and an incident occurred on or about September 2018 in a portion of a Local Improvement (the "Butterfly Valve Chamber") which now requires re-engineering and re-construction in order to correct the inadequate work performed by the Appellant;
- c. Failure to provide security: The Appellant has refused or failed to provide and maintain adequate security. The Letters of Credit previously provided to the County are invalid. Therefore, new security in the amount of \$1,802,950.00 on terms acceptable to the County must be provided; and
- d. Failure to pay off-site levies: The Developer has refused or failed to pay the balance of the off-site levies owing in accordance with section 4 of the Off-Site Levy Deferral Agreement which currently amounts to \$1,423,069.44.

[20] The Development Authority submitted that the Appellant and representatives from the County's Planning & Development Services and Executive Administration have met on numerous occasions in an effort to address the Appellant's non-compliance with the Subdivision Approval and agreements. However, despite these meetings and discussions, the Appellant continues to remain in breach of the requirements of the Development Agreement, Off-Site Levy Deferral Agreement and Security and Maintenance Agreement and the Lands remain in breach of Subdivision Approval 12-S-030.

[21] In response to questions from the Board, the Development Authority stated there was a meeting between the Developer and the County in June 2018 but that the meeting itself did not amend the Development Agreement and there were no other amendments to the Development Agreement. The June Agreement, referred to by the Appellant, was not executed in accordance with section 15.9 of the Development Agreement (Exhibit 6, page 59).

[22] The SDAB's jurisdiction with respect to an appeal of a stop order is limited to determining if the stop order was properly issued, and in appropriate cases, allowing the Appellant more time to comply with the terms of the order. The Development Authority submitted that the appeal should be denied, the Stop Order upheld and the Appellant given no further time to comply with the Stop Order.

Appellant – Acheson Commercial Corner Inc.

[23] The Appellant appealed the Stop Order on the basis that the breaches alleged by the County do not equate to development on the Lands not being in accordance with the Subdivision Approval, and as a result the Stop Order issued is improper pursuant to the MGA.

[24] In the alternative, the alleged breaches are not accurate and do not reflect the current agreement between the Appellant and the County.

Security and Maintenance Agreement

[25] The Appellant has completed the majority of the Local Improvements. The Appellant has completed three of the five Local Improvements, but the County will not issue partial construction completion certificates. Therefore, the Appellant is unable to obtain certain recoverables. Nonetheless, the Appellant was working to complete the off-side service road and internal collector road when the Stop Order was issued. The Appellant was communicating with ATCO, as the completion of the Internal Collector Road required the lowering or removal of a high pressure gas line.

[26] In June 2018, the Appellant met with the County to reach an agreement to address the County's concerns regarding the Local Improvements and the payment of off-site levies. The Appellant secured appropriate financing. There was an agreement in June 2018 that included a payment schedule, which allowed the Appellant to complete all Local Improvements and pay all off-site levies by the end of June 2019 (the "June Agreement", Exhibit 7, pages 202-206). The Appellant's position is that, as a result of the June Agreement, it is not in breach of the prior agreements. Mr. Penner, Vice-President Everest Group of Companies, stated that the Appellant and the County had a "gentlemen's agreement". The Appellant was operating on the basis that there was an agreement that extended the deadlines and addressed outstanding issues.

[27] Draft agreements were exchanged between the County and the Appellant (Exhibit 7, pages 202-216). In response to questions from the Board, Counsel for the Appellant stated that there were draft Development Agreement Amendments exchanged between the County and the Appellant, but they were not signed. However, she stated that the emails between the County and the Appellant indicate that both were operating on the understanding that an agreement to amend the Development Agreement had been reached.

[28] With respect to the alleged breach that the Appellant failed to construct and install in a good and workmanlike manner, the Appellant disagreed and stated that the Appellant had constructed and installed all developments on the Lands in a good and workmanlike manner. Counsel for the Appellant submitted that there was no evidence from the County that any Local Improvements were not constructed or installed in a "good and workmanlike manner". In response to the County's reference to an incident involving damage to a Butterfly Valve Chamber, as evidence that Local Improvements were not installed in a good and workmanlike manner, the Appellant disputed the County's characterization of the Butterfly Valve Chamber incident. In fact, the Appellant has requested an independent, third party investigation of the incident, as it disagrees with the County's characterization of same. Mr. Penner stated that an agent from the County entered onto private property and damaged the Butterfly Valve Chamber.

[29] Counsel for the Appellant further submitted that the Appellant was forthright with the County on the reason for the delay in completing the Local Improvements. It was due to the economic climate.

Letter of Credit

Counsel for the Appellant submitted that the Appellant has provided adequate security which was recognized and accepted by the County. The Appellant provided Letters of Credit to the County as security (Exhibit 7, pages 217-219). To the knowledge of the Appellant, nothing

changed, which would have impacted the validity of the Letters of Credit. Further, the Letters of Credit were set to renew automatically on an annual basis. Since the County is the beneficiary of the Letters of Credit, the Appellant expected that the County would receive information from the company who issued the Letters of Credit if it was amalgamated or dissolved. The Appellant did not receive any such notice.

[30] Further, Mr. Penner stated that the Appellant has proposed a number of alternatives to provide security in lieu of the Letters of Credit. He stated that the County owed the Appellant approximately \$3,000,000 for a road they built and that this amount should be used in lieu of the Appellant providing further security.

Off-Site Levy Deferral Agreement

[31] Counsel for the Appellant stated that the Appellant is unclear on the amount owing under the Off-Site Levy Deferral Agreement. The Off-Site Levy Deferral Agreement states that the off-sites levies are \$688,637.70. However, the County now states in the Stop Order that the amount of off-site levies owing is \$1,423,069.44. The Development Authority has not provided a breakdown for how this amount has been calculated, even though the Appellant requested a breakdown. Therefore, the Appellant's position is that the amount owing under the Off-Site Levy Deferral Agreement is \$688,637.70.

[32] Counsel for the Appellant submitted that the Board should find that the Stop Order is invalid.

FINDINGS OF FACT

[33] The Lands are located at Plan 162 3517, Block 1, Lots 4, 5 and 6, Lot 7 PUL; Plan 162 3517, Block 2, Lots 1, 2, 3, 4, 5, and 6; and Plan 172 1756, Block 1, Lot 8³.

[34] The Lands are zoned BI-Business Industrial District.

[35] The Appellant is an affected person.

[36] The Appellant obtained subdivision approval 12-S-030 on or about September 21, 2012.

[37] The Appellant entered into the Development Agreement with the County on December 22, 2014.

[38] The Appellant entered into the Off-Site Levy Deferral Agreement on March 22, 2015.

[39] The Appellant entered into the Security and Maintenance Agreement on July 7, 2016.

[40] On November 15, 2018, the Appellant was issued a Stop Order as a result of the Lands not being in compliance with Subdivision Approval No. 12-S-030.

[41] The Appellant is in breach of the terms of the subdivision as set out below.

³ The Stop Order of November 15, 2018 was issued to Lands legally described as Plan 6347KS, LOT (E) and Plan 3635MC, LOT (F). The Lands have since been subdivided to the legal land descriptions above.

REASONS

Jurisdiction

[42] The Board's jurisdiction is found in section 687(3) of the MGA. The Board has the authority to confirm, vary or revoke the Stop Order or any condition attached to it.

687(3) In determining an appeal, the subdivision and development appeal board
[....]

(c) may confirm, revoke or vary the order, decision or development permit or any condition attached to any of them or make or substitute an order, decision or permit of its own

[...]

[43] In making this decision, the Board examined the provisions of the Development Agreement, Off-Site Levy Deferral Agreement, Security and Maintenance Agreement, the MGA and the oral and written submissions provided by the parties.

[44] The Board upholds the Stop Order, specifically breaches 1, 3 and 4 in the Stop Order for the reasons that follow.

Affected Persons

[45] The Appellant, Acheson Commercial Corner Inc. is entitled to appeal, as it was the recipient of the Stop Order.

Stop Order

[46] Subdivisions are generally approved subject to conditions, including a requirement to enter into a development agreement, as set out in section 655(1) of the MGA.⁴

⁴ **655(1)** A subdivision authority may impose the following conditions or any other conditions permitted to be imposed by the subdivision and development regulations on a subdivision approval issued by it: [...]

(b) a condition that the applicant enter into an agreement with the municipality to do any or all of the following:

(i) to construct or pay for the construction of a road required to give access to the subdivision;

(ii) to construct or pay for the construction of

(A) a pedestrian walkway system to serve the subdivision, or

(B) pedestrian walkways to connect the pedestrian walkway system serving the subdivision with a pedestrian walkway system that serves or is proposed to serve an adjacent subdivision,

or both;

(iii) to install or pay for the installation of a public utility described in section 616(v)(i) to (ix) that is necessary to serve the subdivision, whether or not the public utility is, or will be, located on the land that is the subject of the subdivision approval;

(iv) to construct or pay for the construction of

(A) off-street or other parking facilities, and

(B) loading and unloading facilities;

(v) to pay an off-site levy or redevelopment levy imposed by bylaw;

(vi) to give security to ensure that the terms of the agreement under this section are carried out.

[...]

[47] A stop order may be issued under section 645 of the MGA "... if a development, land use or use of a building is not in accordance with ... (b) a development permit or subdivision approval, ...".

[48] As part of the subdivision of the Lands, the Appellant entered into a development agreement with the County on December 22, 2014. In accordance with the Development Agreement, the Appellant entered into two additional agreements: the Off-Site Levy Deferral Agreement on March 22, 2015 and the Security and Maintenance Agreement on July 7, 2016.

[49] The Board finds that the unsigned June Agreement referred to by the Appellant was not executed in accordance with section 15.9 of the Development Agreement, and as a result is not binding on the parties.

[50] The Board finds that the Development Agreement, Off-Site Levy Deferral Agreement and the Security and Maintenance Agreement are part of the "subdivision approval" in section 645 of the MGA. Therefore, a breach of any of these agreements is a breach of subdivision approval.

[51] The question for the Board then is whether the Appellant breached the agreements that are part of the subdivision approval.

Failure to complete Local Improvements

[52] The Development Authority's position is that the Appellant has breached the Development Agreement by refusing or failing to complete the construction and installation of all Local Improvement within one year of the date of the Development Agreement, being December 22, 2015. The Development Authority also submitted that the Appellant has breached the Security and Maintenance Agreement by refusing or failing to obtain a Construction Completion Certificate by June 7, 2017.

[53] The Appellant submitted that it has completed the majority of the Local Improvements (three of the five) and was working on the other two Local Improvements when the Stop Order was issued. However, the County will not issue partial construction completion certificates, so the Appellant is unable to obtain certain recoverables.

[54] The Board reviewed the Development Agreement and the Security and Maintenance Agreement. Based on the evidence before it, the Board finds the Appellant is in breach of section 2.11 of the Development Agreement, which provides that the Appellant "[w]ithin a period of one (1) year following the date of this Agreement the Developer shall complete the construction and installation of the Local Improvements at the Developer's sole cost and expense [...]".

[55] The Board accepts the Appellant's evidence that three of the five Local Improvements have been completed and the other two were in the process of completion at the time the Stop Order was issued. However, the Board examined the Development Agreement and notes that the "Local Improvements" in section 2.11 are described in Schedule "C" of the Development Agreement (Exhibit 6, pages 71-73). The Local Improvements in section 2.11 of the Development Agreement require that all the Local Improvements listed in Schedule "C" (not the

majority) be completed and installed by December 22, 2015. More than three years later, two of the Local Improvements remain incomplete.

[56] As a result, the Board finds that the Appellant is in breach of section 2.11 of the Development Agreement.

[57] The Board reviewed the Security and Maintenance Agreement and finds that the Appellant is in breach of section 5, which required the Appellant to submit the Construction Completion Certificate related to the Local Improvements before June 7, 2017.

(5) The Developer agrees to submit the Construction Completion Certificate (CCC) and the request for the Final Acceptance Certificate (FAC) related to the Local Improvements within the proposed following timeframes:

(a) CCC that covers all the local improvements clear of deficiencies before June 7, 2017, [...].

[58] At the hearing, the Appellant did not dispute the fact that it had not obtained a Construction Completion Certificate before June 7, 2017. The Board accepts the Development Authority's evidence that the Appellant has refused or failed to obtain a Construction Completion Certificate by June 7, 2017.

[59] Accordingly, the Board finds that the Appellant is in breach of section 5 of the Security and Maintenance Agreement.

Failure to provide security

[60] The Development Authority's position is that the Appellant has refused or failed to provide and maintain adequate security, as the Letters of Credit previously provided to the County are invalid. The Development Authority stated that the Appellant should provide new security in the amount of \$1,802,950.00 on terms acceptable to the County.

[61] The Appellant submitted that it has provided adequate security which was recognized and accepted by the County.

[62] The Board accepts the Development Authority's evidence on this point. Specifically, that the Letters of Credit previously provided by the Appellant to the County are invalid. The Board also accepts the Development Authority's evidence that it has made efforts to identify the corporation that issued the Letters of Credit and locate the corporation, but has not been able to.

[63] The Board examined the applicable security provisions in the Development Agreement and in the Security and Maintenance Agreement. The Board finds the Appellant in breach of section 3.1 of the Development Agreement and section 2 of the Security and Maintenance Agreement, which provide:

Development Agreement

3.1 To ensure compliance with the terms and conditions of this Agreement the Developer shall provide such irrevocable and unconditional security as is acceptable to the County in the amounts and times set out in paragraph 3.3 and to keep in good standing the security until all Final Acceptance Certificates (FAC's) have been issued for the Local Improvements. (emphasis added)

Security and Maintenance Agreement

2 The Developer agrees to provide security in accordance with County policy in the amount of \$1,777,950.00 that will serve as security for identified incomplete or deficient work. The amount being based on the known deficiencies listed in attached Table "A" dated July 6, 2016.

[64] Section 3.1 of the Development Agreement expressly provides that the Appellant "shall provide such irrevocable and unconditional security as is acceptable to the County". The Development Authority has informed the Appellant that the security it provided is not adequate and new security needs to be provided. Further, the Board notes that section 3.1 of the Development Agreement states that the Developer is to keep the security in good standing until all Final Acceptance Certificates (FAC's) have been issued for the Local Improvements. As outlined in the paragraphs above, the Appellant has not completed all the Local Improvements and therefore all Final Acceptance Certificates have not been issued for the Local Improvements.

[65] In accordance with section 3.1 of the Development Agreement, the Board finds it is the Appellant's responsibility to provide and maintain adequate security, and the Appellant has failed or refused to do so. Therefore, the Board finds the Appellant is in breach of section 3.1 of the Development Agreement and section 2 of the Security and Maintenance Agreement.

Failure to pay off-site levies

[66] The Development Authority's position is that the Developer has refused or failed to pay the balance of the off-site levies owing in accordance with section 4 of the Off-Site Levy Deferral Agreement which currently amounts to \$1,423,069.44.

[67] The Appellant's position is that the amount owing under the Off-Site Levy Deferral Agreement is \$688,637.70, as the Development Authority has not provided a breakdown of how the amount of \$1,423,069.44 has been calculated.

[68] The Board accepts the Development Authority's evidence that the amount owing under the Off-Site Levy Deferral Agreement has increased since 2015 and is \$1,423,069.44 currently because the calculation of off-site levies is based on the County's 2018 Off-Site Levy Bylaw. Section 4 of the Off-Site Levy Deferral Agreement states that the balance owing "shall be adjusted to reflect the approved off levy rates as at date of payment" (Exhibit 6, page 118).

4. The Developer has requested to defer the remaining total off-site levy balance of \$688,637.70 owing under paragraph 2.6(a) and (b) of the Development Agreement over a two (2) year period. Therefore, the Developer shall pay to the County the remaining balance owing in two equal installments as follows:

(a) the first installment (50% of the balance owing) of \$343,318.85 shall be due

and payable prior to September 30, 2016. *The balance owing shall be adjusted to reflect the approved off levy rates as at date of payment; and

(b) the second and final installment of \$343,318.85 shall be due and payable prior to September 30, 2017. *The balance owing shall be adjusted to reflect the approved off levy rates as at date of payment... (emphasis added)

[69] The Board finds the Appellant is in breach of section 4 of the Off-Site Levy Deferral Agreement, and as a result the Appellant owes the County \$1,423,069.44 in off-site levies.

Failure to construct and install in a good and workmanlike manner

[70] The Development Authority's position is that the Appellant has failed to construct and install the Local Improvements in a good and workmanlike manner and an incident occurred on or about September 2018 in the Butterfly Valve Chamber, which now required re-engineering and re-construction in order to correct the inadequate work performed by the Appellant.

[71] The Appellant disagreed and stated that the Appellant had constructed and installed all developments on the Lands in a good and workmanlike manner. Further, the Appellant submitted that there was no evidence from the County that any Local Improvements were not constructed or installed in a "good and workmanlike manner". With respect to the incident involving damage to a Butterfly Valve Chamber, the Appellant disputed the County's characterization of this incident and is requesting an independent, third party investigation into the matter.

[72] The Board agrees with the Appellant's position on this alleged breach, as there is no evidence from the Development Authority that any Local Improvements were not constructed or installed in a "good and workmanlike manner", and there was no evidence before the Board from the Development Authority regarding the incident involving the Butterfly Valve Chamber. The only evidence about this incident was oral evidence the Board heard from Mr. Penner with details about this incident and the parties' different views on who was responsible.

[73] As such, the Board does not find that the Appellant failed to construct and install the Local Improvements in a good and workmanlike manner or in breach of any agreement, based on the evidence before the Board, regarding the Butterfly Valve Chamber.

[74] The Appellant did not make a request for additional time to comply and the Development Authority's position was that no additional time should be given to the Appellant for compliance. As a result, the Board has chosen not to exercise its discretion to give the Appellant more time for compliance.

[75] Having regard to all the evidence, the Board finds the Appellant in breach of the requirements of the Development Agreement, Off-Site Levy Deferral Agreement and Security and Maintenance Agreement as set out above, and therefore the Lands remain in breach of Subdivision Approval 12-S-030. Accordingly, the Board finds the Stop Order was correctly issued.

[76] In conclusion, the Board denies the appeal and upholds the Stop Order and directs that the Appellant rectify breaches 1, 3 and 4 in the Stop Order forthwith.

[77] Issued this 25th day of February, 2019 for the Parkland County Subdivision and Development Appeal Board



Barb Williams, Board Clerk, on behalf of
Lawrence Niblock, Chair
SUBDIVISION AND DEVELOPMENT APPEAL BOARD

This decision may be appealed to the Court of Appeal of Alberta on a question of law or jurisdiction, pursuant to Section 688 of the Municipal Government Act, RSA 2000, c M-26.

APPENDIX "A"
REPRESENTATIONS

PERSON APPEARING

1. Carol Bergum, Director Planning & Development
2. Arlan Delisle, County Solicitor
3. Robyn Graham, Counsel for the Appellant
4. Zach Penner, Vice-President Everest Group of Companies

APPENDIX "B"
DOCUMENTS RECEIVED AND CONSIDERED BY THE SDAB:

Exhibits	Description	Date	Pages
January 28, 2019 Agenda Package			
1.	Table of Contents and Agenda		n/a
2.	Notice of Appeal	December 5, 2018	96 - 103
3.	Request for Adjournment by Parkland County	January 21, 2019	104 - 105
4.	Request for Adjournment by the Agent Robyn Graham, Bryan & Company LLP	January 21, 2019	106 - 107
February 11, 2019 Agenda Package			
5.	Table of Contents and Agenda		n/a
6.	Submission of the Development Authority	February 4, 2019	16-129
7.	Submission of the Appellant – Robyn Graham for Acheson Commercial Corner Inc.	February 4, 2019	131-289