

BYLAW NO. 106-2026

A BYLAW OF THE SUMMER VILLAGE OF PELICAN NARROWS, IN THE PROVINCE OF ALBERTA TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD HEREBY CITED AS THE INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD BYLAW.

WHEREAS, under the provisions of the Municipal Government Act, R.S.A 2000, Chapter M-26, and amendments thereto, a Council's power to pass a bylaw includes a power to amend or repeal a bylaw;

AND WHEREAS, Section 627 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, authorizes a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board.

AND WHEREAS, the agreement must provide for the function, duties, procedures and conduct of the intermunicipal subdivision and development appeal board and its members.

AND WHEREAS, the Council of the Summer Village of Pelican Narrows deems it beneficial to establish an intermunicipal subdivision and development appeal board to hear subdivision and development appeals within its municipal boundaries and the municipal boundaries of other participating municipalities.

NOW THEREFORE, the Council of the Summer Village of Pelican Narrows, duly assembled in the Province of Alberta, hereby enacts the following:

12 DEFINITIONS

12.1 Except as otherwise provided for in this Bylaw, the terms used in the Act, where used or referred to in this Bylaw, shall have the same meaning as defined or provided in the Act.

12.2 Words in the singular shall include the plural whenever the context so requires or vice versa.

12.3 Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.

12.4 In this Bylaw:

(a) "Act" means the *Municipal Government Act*, R.S.A. 2000, Chapter M-26 as amended, and the associated regulations.

(b) "Hearing" means a formal meeting hosted by the Intermunicipal Subdivision and Development Appeal Board for the purpose of hearing evidence and pleadings initiated by an appeal in accordance with the Act.

(c) "Intermunicipal Subdivision and Development Appeal Board Services Agreement" means the legal document signed by the Partner Municipalities to establish the Intermunicipal Subdivision and Development Appeal Board.

(d) "Partner Municipality" means a municipality who has entered into an agreement to establish an Intermunicipal Subdivision and Development Appeal Board and who enacts a bylaw substantially in the same form as this Bylaw.

13 ESTABLISHMENT OF THE INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

13.1 The Intermunicipal Subdivision and Development Appeal Board is hereby established to exercise the functions of a Subdivision and Development Appeal Board to have jurisdiction within the boundaries of the Partner Municipalities.

13.2 The Intermunicipal Subdivision and Development Appeal Board shall have all the powers, duties, and responsibilities of a Subdivision and Development Appeal Board under the Act.

13.3 The Intermunicipal Subdivision and Development Appeal Board shall hear all subdivision and development appeals, as set out in the Act for the Partner Municipalities in accordance with the requirements of the Act and the Agreement for Intermunicipal Subdivision and Development Appeal Board Services signed by the Partner Municipalities.

13.4 The Intermunicipal Subdivision and Development Appeal Board may establish additional rules and procedures than provided for in the Agreement for Intermunicipal Subdivision and Development Appeal Board Services as are necessary for the conduct of its hearings and its business that remain consistent with provincial and municipal legislation and the Agreement for Intermunicipal Subdivision and Development Appeal Board Services.

14 REPEAL

14.1 Upon third reading of Bylaw No. 105-2026, Bylaw No. 103-2024 and all amendments thereto are hereby repealed.

15 SEVERABILITY

15.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid and enforceable.

16 APPLICATION FEE AND EXPENSES

16.1 A complaint application fee of \$500.00 must accompany the application before it can be processed.

16.2 All remuneration and expenses incurred by the Summer Village of Pelican Narrows shall be charged back to the applicant in accordance with Schedule 'B' – Remuneration and Honorarium.

16.3 The complainant is responsible for reimbursing all expenses incurred by the Summer Village of Pelican Narrows related to the complaint.

16.4 Any outstanding balance remaining unpaid by the complainant shall be added to the tax roll of the assessed property.

17 EFFECTIVE DATE

17.1 That this Bylaw shall come into force and have effect from and after the date of third and final reading thereof.

READ A FIRST TIME IN COUNCIL THIS 9 DAY OF February ~ 2026.

READ A SECOND TIME IN COUNCIL THIS 10 DAY OF February, 2026.

READ A THIRD TIME IN COUNCIL THIS 12 DAY OF February, 2026.

am
MAYOR

J. [unclear] 8/2
CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "B" – REMUNERATION AND HONORARIUM

1 Remuneration

1.1 Board Members shall receive honorariums for adjudication at formally scheduled Hearings or taking appropriate training. Honorariums shall be awarded as follows:

Role	Up to 4 hours	4-8 hours	Over 8 hours
Chair	\$175.00	\$325.00	\$425.00
Vice-Chair and Panel	\$150.00	\$300.00	\$400.00
Mandatory Training	\$150.00	\$200.00	\$250.00
Optional Training	\$75.00	\$100.00	\$150.00

1.2 Travel expenses (i.e. meals, accommodations, etc.) for Members and the Clerk shall be reimbursed at cost provided receipts are included. If an expense does not have an associated receipt attached, that expense will not be reimbursed.

1.3 Mileage for Members and the Clerk shall be reimbursed in accordance with current Canada Revenue Agency (CRA) rates.

1.4 When hearings for appeals from multiple municipalities are scheduled for the same day, all costs, with the exception of legal services, shall be proportionately divided amongst the involved municipalities based on the number of hearings per municipality.

1.5 Processing of all honorariums and expenses will be in accordance with this Agreement

and shall be the responsibility of the Partner Municipality whose jurisdiction the appeal falls under.

1.6 Legal services will be paid by the municipality whose appeal required such services for a hearing.

2 Complaint Fees

2.1 Filing fees will be determined and collected by each individual municipality.

2.2 Refunds of filing fees will be administered by each individual municipality, when applicable, in accordance with the Act.