

**AGREEMENT FOR INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT  
APPEAL BOARD SERVICES**

Between:

**Municipal District of Bonnyville No. 87**

- and -

**Town of Bonnyville**

- and -

**Village of Glendon**

- and -

**Summer Village of Bonnyville Beach**

- and -

**Summer Village of Pelican Narrows**

(hereinafter collectively referred to as the “Partner Municipalities”)

WHEREAS, Section 627(1)(b) of the *Municipal Government Act*, RS.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 Partner Municipalities have determined that it is appropriate to enter into this Agreement to establish an Intermunicipal Subdivision and Development Appeal Board;

AND WHEREAS, the Partner Municipalities have enacted bylaws in substantially the same form to establish an Intermunicipal Subdivision and Development Appeal Board having jurisdiction within their boundaries;

NOW THEREFORE, the Partner Municipalities agree as follows:

**1 AGREEMENT**

1.1 The following schedules form part if this Agreement:

- (a) Schedule “A” Sample Bylaw
- (b) Schedule “B” Remuneration and Honorarium Rates
- (c) Schedule “C” ISDAB Procedures
- (d) Schedule “D” Partner Municipalities and Contact Information

## **2 DEFINITIONS AND INTERPRETATIONS**

- 2.1 Except as otherwise provided for in this Agreement, the terms used shall have the same meaning as defined or provided in the Act, including its regulations.
- 2.2 Words in the singular shall include the plural or vice versa, whenever the context so requires in this Agreement.
- 2.3 In this Agreement, unless the context provides otherwise, the following words or phrases, in plural or singular form, shall be defined as follows:
- (a) "Act" means the *Municipal Government Act, R.S.A. 2000, Chapter M-26* as amended, and the associated regulations;
  - (b) "Appellant" means a person who, pursuant to the Act, has served a Notice of Appeal to a municipality that is a member of the Intermunicipal Subdivision and Development Appeal Board;
  - (c) "Chief Administrative Officer" means the Chief Administrative Officer of the Coordinator and Partner Municipalities appointed by their respective Council, or their authorized delegate;
  - (d) "Clerk" means the person(s) appointed to act as the Clerk for the ISDAB as per Section 7.2 of this Agreement;
  - (e) "Council" means the duly elected Council of each respective Partner Municipality;
  - (f) "Development Application" means an application made to a Partner Municipalities Development Authority in accordance with the municipality's procedures and requirements to obtain a development permit;
  - (g) "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;
  - (h) "ISDAB" means the Intermunicipal Subdivision and Development Appeal Board established by the Partner Municipalities through this Agreement;
  - (i) "Member" means a person appointed to the ISDAB, including members of Council;
  - (j) "Panel" means the members of the ISDAB assigned to participate for a scheduled hearing;
  - (k) "Subdivision Application" means an application made to a Partner Municipalities Subdivision Authority in accordance with the municipality's procedures and requirements to obtain subdivision approval.

## **3 ESTABLISHMENT OF THE ISDAB**

- 3.1 Upon execution of this Agreement, the ISDAB is hereby established.

- 3.2 The ISDAB shall have all the powers, duties, and responsibilities of a Subdivision and Development Appeal Board under the Act within the boundaries of the Partner Municipalities.
- 3.3 The ISDAB 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, the and this Agreement.

#### **4 PARTNER MUNICIPALITIES**

- 4.1 The Partner Municipalities shall be entitled to participate in the ISDAB upon written request to the M.D. and once it passes a bylaw substantively similar to the sample bylaw attached as Schedule "A".
- 4.2 The M.D. shall give the existing Partner Municipalities written notice of the designation of any additional municipality as a Partner Municipality pursuant to Section 4.1 of this Agreement.
- 4.3 Every Partner Municipality shall be subject to and comply with the terms and conditions of this Agreement regardless of whether the Partner Municipality is a party to this Agreement and was designated as a Partner Municipality in accordance with Section 4.1 of this Agreement.

#### **5 MEMBERSHIP**

- 5.1 Members of the ISDAB shall be appointed by resolution of Council in accordance with the Act, with each Partner Municipality required to appoint a minimum of one (1) member of Council and one (1) Member at Large, but may appoint up to three (3) additional Member at Large, if they so choose.
- 5.2 All appointments to the ISDAB must not be in violation of the Act.
- 5.3 In the event that there are not enough Partner Municipalities included in this Agreement to form an ISDAB with a minimum of six (6) Members, the Municipal District of Bonnyville shall have the authority to appoint additional Members to fulfill this requirement.
- 5.4 Being a resident of the appointing municipality will not be a requirement to be eligible for appointment to the ISDAB by that municipality, however, no person shall be appointed as a Member that is in violation of the Act.
- 5.5 Notwithstanding Section 5.1, a person who carries out subdivision and development powers, duties and functions on behalf of a Partner Municipality may be appointed as a Member of the ISDAB on the condition that such Member shall not participate on the panel for a scheduled hearing of an appeal from the Partner Municipality for which they carry out subdivision and development powers, duties, and functions or where the subdivision or development application being appealed was referred to the Partner Municipality for which they carry out subdivision and development powers, duties, and functions.
- 5.6 Each Member's term appointment to the ISDAB shall be for a maximum of four (4) years.

- 5.7 Members of the ISDAB may be re-appointed upon expiry of their term at the pleasure of Council for the appointing municipality.
- 5.8 If a vacancy on the ISDAB occurs at any time for any reason, the appointing municipality will be required to notify the other Partner Municipalities within 10 business days of the vacancy and appoint a new Member to fill the vacancy as soon as practically possible.
- (a) Once the vacancy has been filled, the appointing municipality shall notify the other Partner Municipalities within 10 business days of the appointment.
- 5.9 Any costs incurred to advertise and select Members are the sole responsibility of the appointing municipality.
- 5.10 Any costs incurred for training of Members are the sole responsibility of the appointing municipality in accordance with Schedule "B" of this Agreement.
- 5.11 A Council may, by resolution and in its sole discretion, remove any of their appointed Members from the ISDAB.
- 5.12 Members may resign from their position on the ISDAB by sending written notice to their appointing municipality's Clerk.
- 5.13 Notwithstanding any other provision of this Agreement, if a Member resigns or their term expires before a decision is issued on an appeal heard by the Member, the Member shall remain a duly appointed Member for the purpose of completing the hearing and issuing a decision on that appeal.

## **6 QUORUM**

- 6.1 Any appointment of Members to a panel for a scheduled hearing must not be in violation of the Act.
- 6.2 Quorum for an ISDAB panel shall be a minimum of four (4) Members.
- 6.3 Where a Clerk determines that quorum can not be met for a scheduled hearing using appointed Members, the Chief Administrative Officer of the municipality whose jurisdiction the appeal is under is authorized to appoint an Interim Member for that hearing.
- (a) An Interim Member must currently sit on an existing Subdivision and Development Appeal Board in Alberta and the appointment shall be defined in writing and identify the specific hearing which the appointment is for.
- 6.4 A panel shall have all the same powers, duties, and responsibilities of the ISDAB, and a decision of a panel is deemed to be a decision of the ISDAB.

## **7 ISDAB CLERK**

- 7.1 The position of ISDAB Clerk is hereby established with the requirement of a minimum of one (1) Clerk appointed for the ISDAB.

- 7.2 Each Partner Municipality's Council shall appoint one (1) person to the position of ISDAB Clerk to complete Clerk duties in accordance with the Act and Section 7.7 of this Agreement on behalf of their municipality.
- 7.3 All appointments of Clerk must be in accordance with the Act.
- 7.4 If a Clerk is unable to fulfill any of their duties, they may ask for assistance from another appointed ISDAB Clerk, or a Clerk appointed to another Subdivision and Development Appeal Board, provided the Clerk has successfully completed the training in accordance with the Act.
- 7.5 If another Clerk provides services to a Partner Municipality under Section 7.4 of this Agreement, compensation for services provided may be provided based on an agreement between the Chief Administrative Officers of the involved municipalities.
- 7.6 The Clerk is authorized to delegate any of the duties outlined herein to another person, at their discretion.
- 7.7 The duties of an ISDAB Clerk shall include the following, in relation to the jurisdiction they are appointed as Clerk for, in accordance with the Act:
- (a) Receiving and processing appeals;
  - (b) Setting a date, time, and location for hearings;
  - (c) Convening a panel to hear the appeal;
  - (d) Informing all statutory and affected parties of an appeal hearing;
  - (e) Compiling and distributing agendas and associated packages for scheduled hearings to Members and making them available to the public;
  - (f) Making all necessary documentation available for inspection by the public prior to an appeal hearing;
  - (g) Attending the appeal hearings for the purpose of providing administrative support to the Panel and recording the proceedings of the hearing;
  - (h) Creating and maintaining a record of the hearing, which may be in the form of minutes, and shall include the names and addresses of all parties making representation at the hearing and all exhibits and written submissions submitted to the ISDAB;
  - (i) Assisting in the preparation of decisions for a hearing;
  - (j) Providing notice of decisions by the ISDAB including the reasons for the decision;
  - (k) Signing orders, decisions, approvals, notices, and other items given by the ISDAB on its behalf;
  - (l) Ensuring all statutory requirements of the ISDAB are met;
  - (m) Coordinating the training and remuneration payable to each Member of the ISDAB, as needed; and

(n) Administrative support for any other such matters as the ISDAB may require.

7.8 Following the conclusion of a scheduled hearing, the Clerk for that hearing shall be responsible for coordinating the remuneration payable to each Member on the panel in accordance with Schedule "B" of this Agreement.

**8 REMUNERATION**

8.1 Remuneration and expenses payable to each Member of the ISDAB shall be in accordance with Schedule "B" of this Agreement.

**9 FEES**

9.1 Each Partner Municipality is responsible for establishing their own filing fees for appeals and procedures respecting the acceptance and processing of such fees.

9.2 An appeal submitted without the appropriate fee shall not be accepted.

**10 ISDAB COSTS AND EXPENSES**

10.1 All ISDAB costs and expenses, including the administrative costs of holding an appeal hearing and any legal or other fees the ISDAB may incur for legal advice, shall be paid by the municipality whose jurisdiction the appeal is under.

**11 TERMINATION**

11.1 A Partner Municipality may withdraw from the ISDAB at any time by providing 90 days written notice to each of the other Partner Municipalities. In the event of the withdrawal of a Partner Municipality pursuant to this subsection, the ISDAB shall continue, and this Agreement shall remain in full force and effect with respect to the remaining Partner Municipalities.

**IN WITNESS WHEREOF**, the Municipalities have executed this Agreement as evidenced by the duly authorized signatures below.

**Municipal District of Bonnyville**

**Town of Bonnyville**

\_\_\_\_\_  
Name and title of Authorized Signing Officer

\_\_\_\_\_  
Name and title of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

**Summer Village of Pelican Narrows**

**Village of Glendon**

\_\_\_\_\_  
Name and title of Authorized Signing Officer

\_\_\_\_\_  
Name and title of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

**Summer Village of Bonnyville Beach**

\_\_\_\_\_  
Name and title of Authorized Signing Officer

\_\_\_\_\_  
Signature of Authorized Signing Officer

FINAL DRAFT

**SCHEDULE "A"**  
**SAMPLE BYLAW**

**BYLAW NO. XXXX**

A BYLAW OF THE [INSERT MUNICIPALITY], 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 [insert municipality] 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 [insert municipality], 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;



## **BYLAW NO. XXXX**

- (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 *(if necessary)***

- 14.1 Upon third reading of Bylaw No. XXXX, Bylaw No. XXXX 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 EFFECTIVE DATE**

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

**BYLAW NO. XXXX**

READ A FIRST TIME IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

READ A SECOND TIME IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

READ A THIRD TIME IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR/REEVE

\_\_\_\_\_  
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 on the following basis:

	Up to 4 hours	4-8 hours	Over 8 hours
<b>Hearings</b>			
Chair	\$175.00	\$325.00	\$425.00
Vice-Chair and Panel	\$150.00	\$300.00	\$400.00
<b>Training</b>			
Mandatory	\$150.00	\$200.00	\$250.00
Optional*	\$ 75.00	\$100.00	\$150.00

*\*Optional training for a Member shall only be scheduled by a Clerk following approval from the appointing Partner Municipality.*

- 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.

## SCHEDULE "C"

### INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD CODE OF CONDUCT AND PROCEDURES

The Intermunicipal Subdivision and Development Appeal Board (ISDAB) will adjudicate development and subdivision appeals according to the Act and in alignment with rules and procedures that ensure hearings are transparent, impartial, objective, fair, and follow the principles of natural justice and ensure that Members maintain the highest standards of conduct while representing the Board.

(1) Member Code of Conduct

- (a) Members will faithfully discharge their duties while serving on the ISDAB.
- (b) Duties will be carried out with integrity and Members will respect the democratic decision-making process, even if they disagree individually. A decision of the majority of a panel of the ISDAB is a decision of the panel, and a decision of a panel is the decision of the Board.
- (c) Members will adhere to all applicable laws, legislation, regulations, bylaws, policies, and procedures.
- (d) Members will treat fellow Members, the Clerk, municipal Administration, appellants, and the public with respect, courtesy, and fairness.
- (e) Members will apply the rules of natural justice and procedural fairness to all matters before the ISDAB.
- (f) Members will not use or divulge information obtained as a result of their appointment to the ISDAB or a panel for personal benefit or for the benefit of any other person.
- (g) A Member who has been selected to a panel will, at the earliest opportunity, inform the Clerk, and/or the Chair if they believe their appointment to be in violation of the Act, or of their potential conflict of interest, pecuniary interest, or the basis on which there may be a reasonable apprehension of bias against them regarding the appeal.
- (h) Members of a panel will respect the position and authority of the Chair of the panel and will direct all comments and questions to the parties at a hearing through the Chair.
- (i) The Chair will attempt to ensure that parties who are unrepresented by an agent or counsel are not unduly disadvantaged at a hearing by briefly explaining in clear and simple language, the procedures to be followed during the hearing and the relevant evidentiary procedures.
- (j) Members will respect the confidentiality of sensitive information disclosed at a hearing and/or discussed in a closed session of a panel.
- (k) Members will not discuss the appeal with any other Member of the panel selected to hear the appeal until the hearing has commenced.
- (l) Members will not discuss the appeal with any of the parties to the appeal or the public, either before or after the hearing. Discussions during the hearing will remain within the confines of the hearing process.

- (m) Members will not make any public statements, orally or in writing, regarding any matter before the panel. Media inquiries will be directed to the Clerk.
  - (n) Members shall not visit the site of an appeal.
  - (o) A Member who has cause to believe that another Member(s) have violated any legislation, rules, or procedures will first discuss their concerns with the affected Member(s). If the matter is unresolved, the Member may bring the matter to the appointing municipalities Clerk in writing for presentation to the respective Council.
- (2) Scheduling and Preparation for Hearings
- (a) Selection of Members to a Panel will be done by the Clerk based on availability of Members.
  - (b) A Panel must consist of at least five (5) Members with a minimum of one (1) member of Council.
  - (c) The Clerk must ensure Members appointed to a panel is in compliance with the Act and Section 5.5 of the Agreement For Intermunicipal Subdivision and Development Appeal Board Services and will use their best efforts to appoint to the panel at least one (1) Member appointed by the municipality from which the appeal originated.
  - (d) Members who have an actual or perceived conflict of interest or pecuniary interest with respect to an appeal, or believe their appointment is in violation of the Act, must make a declaration to the Clerk and excuse themselves from selection on a panel to hear the subject appeal.
  - (e) Members who are unable to attend a hearing for which they have been selected must notify the Clerk as soon as reasonably possible.
  - (f) Hearings will be held in the municipality from which the appeal originated whenever possible. The Clerk may schedule a hearing outside of the municipality if unable to secure a location within the municipality, or at the approval of the municipality.
  - (g) When hearings for appeals from multiple municipalities are scheduled for the same day, the Clerks may collectively determine the location of the hearings to be held in one municipality or in a municipality central to the municipalities from which the appeals originated for convenience of the panel.
  - (h) Written submissions shall be received by the Clerk at least three (3) business days in advance of the commencement of the appeal hearings. Notwithstanding the foregoing, the ISDAB retains the discretion to accept late submissions when deemed appropriate
  - (i) Hearings are open to the public subject to protection from disclosure pursuant to the Act. An appellant who requests confidentiality of evidence and/or hearing proceedings must submit a request in writing to the Clerk with their submission of evidence or no later than three (3) days prior to the hearing date.
  - (j) If the complainant has requested that all or any part of their evidence be protected from disclosure, the complainant will submit the required number of copies of both redacted and unredacted disclosure documents. If the panel agrees to protect all or any part of the evidence from disclosure, the disclosure documents authorized by the panel will be excluded from the public record.

- (k) The panel will determine whether all or any part of the hearing will be held in closed session. The decision will be based on compliance with the *Freedom of Information and Protection of Privacy (FOIP) Act* and whether the need to prevent the disclosure of intimate personal, financial, commercial or other matters outweighs the desirability for an open hearing.
- (l) Following issuance of the decision for each hearing, Members on the panel for the appeal will return all hearing documents, exhibits, notes, etc. for destruction by the Clerk.

(3) Conduct at Hearing

- (a) The Chair of a panel will maintain order at a hearing and will determine which Member or person has the right to speak and the length of time afforded to the Member or person.
- (b) The Chair may expel any Member or person at a hearing who creates any disturbance or acts improperly during the hearing. Shouting, profanity, vulgar, and offensive language will not be tolerated.
- (c) The public in attendance at a hearing will remain quiet and seated until invited to speak and, when speaking to the panel, will address the panel through the Chair.
- (d) A person who does not identify themselves will not be given the opportunity to address the panel during a hearing.
- (e) Electronic or similar recording devices shall not be used during an appeal hearing by anyone in attendance other than the Clerk.
- (f) If quorum for a hearing is not met at the hour fixed for the hearing, the hearing shall stand adjourned unless quorum can be met within 30 minutes of the hour fixed for the hearing.
  - (i) If a hearing stands adjourned due to no quorum, the Clerk shall schedule a new hearing in accordance with the Act. The panel for the new hearing will not be required to be the same as the previous hearing.
- (g) If quorum for a hearing is lost after the hearing has been called to order, the hearing shall be suspended until quorum is obtained. If quorum is not obtained within 30 minutes, the hearing shall stand adjourned.
  - (i) If a hearing stands adjourned due to lost quorum during a hearing, the Clerk shall schedule a new hearing in accordance with the Act. The panel for the new hearing must be the same as the previous hearing.
- (h) The Clerk will provide a sign in sheet for all attendees of the hearing and maintain the record with the hearing minutes.

(4) Order of Hearing

- (a) Unless otherwise determined by the Chair, the order of the hearing will be as follows:
  1. Call to Order
  2. Announcement of Appeal
  3. Introduction of Panel and Clerk
  4. Introduction of Appellant, Respondent, and Others Present
  5. Introduction of Written Submissions
  6. Introduction of the Hearing Procedures
  7. Call for Any Objections to the Panel or Other Preliminary Issues

8. Entry of Appeal Notice into Record
  9. Presentations
  10. Summations of positions
  11. Closing Comments by the Chair
  12. Board Deliberations
  13. Board Decision
  14. Adjournment
- (b) Prior to the start of a scheduled hearing, the panel must appoint a Chair from among themselves who shall:
- (i) Preside over and be responsible for the conduct of the hearing;
  - (ii) Vote on matters submitted to the Panel unless disqualified to do so;
  - (iii) Sign orders, decisions, and documents issued by the Regional Board.
- (c) A Vice-Chair may also be appointed at the discretion of the Panel.
- (d) A Member for which a conflict of interest, pecuniary interest, or apprehension of bias has been raised by one of the parties to the hearing, will consider the arguments put forward and declare their position.
- (e) The panel will consider the arguments for and against a challenge to a Member's participation in the hearing and decide the matter by majority vote.
- (f) In the event a Member of a panel withdraws from a hearing, the remaining Members may proceed with the hearing (subject to existence of quorum) or adjourn sine die to be recalled by the Clerk upon replacement of the Member.
- (g) All Members on a Panel will vote on the decision.
- (h) Members on a panel will vote on a decision in closed session.
- (i) A Member will not vote on a decision if they have been absent from any portion of the hearing or when the matter was discussed by the panel.
- (j) If, for any reason, the panel feels that additional information is required prior to making its decision, the panel may recess the hearing to a specified date, time, and place, or may adjourn sine die to be recalled upon notice being given by the Clerk.
- (k) The ISDAB may make its decision with or without conditions in accordance with the Act.
- (l) The Clerk may provide administrative support but shall not participate in the rendering of a decision on any matter before the ISDAB.
- (m) A panel may retain legal counsel to provide training or advice before, during, or after an appeal hearing, as the case may be.
- (n) The Clerk shall give a written decision together with the reasons for the decision in accordance with the Act

Any matter not provided for herein will be determined first by the Act and secondly, by Robert's Rules of Order. Should there be a conflict between these Rules and Procedures and the Act or Robert's Rules of Order, the provisions of the Act will apply first, followed by Robert's Rules of Order.

**SCHEDULE "D"**  
**PARTNER MUNICIPALITIES AND CONTACT INFORMATION**

Municipal District of Bonnyville  
4905 – 50 Avenue, Bag 1010  
Bonnyville, AB T9N 2J7  
Attn: Chief Administrative Officer  
Tel: 780-826-3171

Town of Bonnyville  
4917 – 49 Avenue, Bag 1006  
Bonnyville, AB T9N 2J7  
Attn: Chief Administrative Officer  
Tel: 780-826-3496

Village of Glendon  
PO Box 177  
Glendon, AB T0A 1P0  
Attn: Chief Administrative Officer  
Tel: 780-635-3807

Summer Village of Bonnyville Beach  
PO Box 6439 Stn Main  
Bonnyville, AB T9N 2G9  
Attn: Chief Administrative Officer  
Tel: 780-826-2925

Summer Village of Pelican Narrows  
PO Box 7878  
Bonnyville, AB T9N 2J2  
Attn: Chief Administrative Officer  
Tel: 780-614-4496