
1. Call to Order

2. Land Acknowledgement

2.1 Treaty Six Land Acknowledgement - Blackfalds Town Council acknowledges that we are on Treaty 6 territory, a traditional meeting ground, gathering place, and travelling route to the Cree, Saulteaux (So-toe), Blackfoot, Métis, Dene (De-nay) and Nakota Sioux (Sue). We acknowledge all the many First Nations, Métis, and Inuit whose footsteps have marked these lands for centuries.

3. Adoption of Agenda

3.1 Agenda for October 17, 2022

4. Delegation

4.1 Utility Rate Review, *R. Jenkins Consulting Ltd./Robert Jenkins*

5. Public Hearing

None

6. Business Arising from Minutes

None

7. Business

7.1 Request for Direction, Asset Management Policy 139.20 Update

7.2 Request for Direction, Regional Subdivision and Development Appeal Board Bylaw No. 1272.22

7.3 Request for Direction, Bylaw 1273.22 – Schedule “C” – Community Services Facilities Fee Schedule

7.4 Request for Direction, Municipal Facility Office Space Policy 163.22

8. Action Correspondence

None

9. Information

None

10. Round Table Discussion

None

11. Adoption of Minutes

None

12. Notices of Motion

None

13. Business for the Good of Council

None

14. Confidential

14.1 FOIP S. 24

14.2 FOIP S. 29

14.3 FOIP S. 19

15. Adjournment**Future Meetings/Events:**

- Annual Organization Meeting – October 25, 2022
- Regular Council Meeting – October 25, 2022

MEETING DATE: October 17, 2022

PREPARED BY: Laura Thevenaz, Infrastructure Services Manager

SUBJECT: **Asset Management Policy 139.20 Update**

BACKGROUND

On February 11, 2020, Asset Management Policy 139.20 was first brought forward to Council. The purpose of this policy is to facilitate the logical, methodical, and informed decision making for the life-cycle planning of assets to achieve greater asset sustainability, and effective allocation of resources. To address the Town's continued Asset Management maturity and growth that have been made across the organization since early 2020, Administration is proposing amendments for Standing Committee of Council's consideration.

Within the Asset Management Policy, the Town recognizes the need for the implementation of an Asset Management (AM) Strategy to achieve medium and long-term financial sustainability of the organization. Since the implementation of the Asset Management Policy, the Town has begun promoting asset management principles across the organization, research into comparable communities, and drafting an AM Strategy.

DISCUSSION

The Town has an Asset Management Policy to manage the Town's assets. The intent of the policy to help guide and optimize decision-making regarding assets over their lifespans. As the Town has matured its Asset Management practices since 2020, a number of updates to the Policy have been identified that will enhance the policy. As part of the updates to the Policy, a number of changes were made that include, but are not limited to the following:

- Refinement of the Reason for Policy statement
- Inclusion of additional Asset Management definitions
- Addition of Asset Management principles that emphasize best practices
- Increased involvement with Council
- Addition of the Financial Analyst position within the Asset Management Advisory Team
- Update on the Town's new policy template

In general, the Asset Management Policy specifically addressed the need to:

- (1) Provide a consistent and accurate means of tracking and reporting of the Town's assets (including the planning, creation, operation, maintenance and disposal of assets);
 - (2) Provide a framework which enables the Town to promote and enhance the provision of services at a level that balances customer expectations with cost and business risk;
 - (3) Meet legislative reporting and organizational financial planning requirements; and
-

- (4) Integration of Asset Management practices with its long-term financial planning and budgeting strategies

At the Regular Council Meeting on February 11, 2020, the following resolution was made:

RES. 043/20

Councillor Stendie moved that Council accept the recommendation of Standing Committee and approve Policy 139.20, being the Asset Management Policy for the Town of Blackfalds.

CARRIED UNANIMOUSLY**FINANCIAL IMPLICATIONS**

None.

ADMINISTRATIVE RECOMMENDATION

1. That the Standing Committee of Council recommend to Council to adopt the Asset Management Policy 161.22 as presented.

ALTERNATIVES

- a) That the Standing Committee of Council recommend to Council to adopt the Asset Management Policy 161.22 as amended.
- b) That the Standing Committee of Council refer this item back to Administration for further information.

ATTACHMENTS

- 139.20 Asset Management Policy (former) – Amended with changes
- 161.22 Asset Management Policy (new)

APPROVALS

Myron Thompson, CAO



Department Director/Author



Policy No.: 139.20 Policy Title: Asset Management Department: Infrastructure & Property Services Council Approval: 139.20 Reviewed: 5 years from approval date Revised: Supersedes Policy/Bylaw:	<u>161.22</u> <u>Asset Management</u> <u>Infrastructure & Property Services</u> <u>5 years from approval date</u> <u>139.20</u>	Council Approval: M# Resolution No.: Date:
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Inserted Cells

1. Policy Statement

~~1.1~~ 1.1 The Town of Blackfalds (the "Town") recognizes the need to implement an Asset Management ("AM") Strategy to achieve the medium to long term financial sustainability of the organization. The Town will develop and operate an AM Strategy, and promote the use of ~~asset management~~ Asset Management principles in all Town departments.

2. Reason for Policy

2.1 The purpose of this ~~policy~~ Asset Management Policy is to facilitate the logical, methodical and informed decision making for the ~~life-cycle planning of assets~~ Town's Asset Management Program to achieve greater ~~asset sustainability~~, Asset Life-cycle management and effective allocation of resources. The policy specifically addresses the ~~need~~ following Principals:

~~(1)~~ 2.1.1. Provide a consistent and accurate means of tracking and reporting of the Town's assets (including the planning, creation, operation, maintenance and disposal of assets);

~~(2)~~ 2.1.2. Provide a framework which enables the Town to promote and enhance the provision of services at a level that balances customer expectations with cost and business risk; ~~and~~

~~(3)~~ 2.1.3. Meet legislative reporting and organizational financial planning requirements; ~~and~~

2.1.4. Integration of Asset Management practices within long-term financial planning and budgeting strategies.

3. Related Information

3.1 International Standards Organization (ISO) Standards 55000:2014

3.2 International Standards Organization (ISO) Standards 55001:2014

3.3 International Standards Organization (ISO) Standards 55002:2018

3.4 International Standards Organization (ISO) Standards 55010:2019

4. Definitions

3.4.1.1 "CAO" means the Town of Blackfalds Chief Administrative Officer.

3.4.2 "Asset" (Infrastructure) means a physical component of a system an item, thing, or entity that has potential or actual value, enables services to be provided, and has an economic life greater than 12 months an organization.

3.4.3 "Asset life-cycle" means the full life-cycle span of an asset from the point when a need for it is first established, through design, construction, acquisition, operation and any maintenance or renewal, through to its decommissioning or disposal.

4.4 "Asset Management" means the process of making decisions about the use and care of infrastructure to deliver in a way that considers current and future needs, manages risk and opportunities, and makes the best use of resources.

4.5 "Asset Management Plan" means the documented information that species the activities, resources, and timescales required for an individual asset, or grouping of assets, to achieve the Town's Asset Management objectives.

4.6 "Asset Management Program" means how the Town's organizational objectives are to be converted into Asset Management objectives, including the approach for developing the Asset Management Policy, Asset Management Strategy, and Asset Management Plans, in supporting achievement of the Asset Management objectives.

4.7 "Asset Management Strategy" means the documented information that specifies how the Town's Asset Management objectives are to be converted into Asset Management objectives, the approach for developing Asset Management Plans, and the role of the Asset Management Program in supporting the achievement of the Asset Management objectives.

3.4.4.8 "Critical Asset" means an asset for which the financial, business or service level of consequences of failure are sufficiently severe to justify proactive inspection and rehabilitation.

3.54.9 “**Community**” refers to all members of the public that live in, work in, operate businesses and visit the Town of Blackfalds.

~~3.6 “Infrastructure” means the physical assets developed and used by the Town to support its social, cultural and economic activities.~~

3.74.10 “**Level of Service**” means the defined standard for the provision of a particular service. Components of defining these standards include quality, quantity, reliability, responsiveness, environmental acceptability, and cost.

4.11 “**Principles**” means to provide direction on applying AM within the municipality, and guidance on what the AM program should cover. The Principles should be aligned with the community vision and existing Municipal Sustainability Plan and other strategic plans to ensure the consistency between the municipality’s strategic direction and asset management efforts.

3.84.12 “**Resilience**” means the capacity of the Town to function, so that the people living and working in it survive and thrive no matter what the changes, stresses or shocks they encounter.

3.94.13 “**Risk**” means the degree of price volatility and/or chance of failure carried by an asset factoring the impact of failure and asset criticality.

4.14 “**Sustainability**” means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

4.5. Responsibilities

4.45.1 Municipal Council to:

4.1-15.1.1 Approve by resolution this policy and any amendments.

4.1-25.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.

4.1-35.1.3 Prioritize effective stewardship of assets and articulate community values.

5.1.4 Consider the Level of Service sustainability delivered to the community.

4.25.2 Chief Administrative Officer to:

4.2-45.2.1 Recommend this policy and any amendments for adoption by Council.

4.2-25.2.2 Implement this policy and approve procedures and exceptions.

4.2.35.2.3 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.

4.2.45.2.4 Be a visible champion for the implementation of the Asset Management Policy across the organization.

4.35.3 Corporate Leadership Team (Directors and CAO) to:

4.3.15.3.1 To lead the adoption of the policy within departments.

4.3.25.3.2 Communication of policy across the Town.

4.45.4 Director of each Department to:

4.4.15.4.1 Ensure implementation of this policy and procedure.

4.4.25.4.2 Ensure that this policy and procedure is reviewed every five years.

4.4.35.4.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.

4.55.5 Manager to:

4.5.15.5.1 Understand and adhere to this policy and procedure.

4.5.25.5.2 Ensure employees are aware of this policy and procedure and allocate sufficient resources as necessary.

4.65.6 Asset Management Coordinator to:

4.6.15.6.1 The Asset Management Coordinator is delegated authority by the CAO, ~~through the Director of Corporate Services,~~ to lead in the development and management of an Asset Management Strategy. This includes the promotion of the AM Strategy and providing support to department managers to identify current ~~asset management~~AM strategies and implement changes identified in the ~~strategy~~Strategy.

5.6.2 The development and maintenance of an asset registry to track assets.

4.75.7 Asset Management Advisory Team to:

4.7.15.7.1 An Asset Management Advisory Team (AMAT) will be established and provide advice on an ad-hoc basis for matters concerning corporate asset management initiatives. The AMAT will be chaired by the Asset Management Coordinator and meetings will be held at the call of the chair. This group will be a cross-functional team with members from departments and business units that hold responsibility for municipal assets. The whole or part of the AMAT may be convened as appropriate for the matter at hand. Committee members may include:

4.7.1.1.i. Infrastructure and Property Services Director

4.7.1.2.ii. Corporate Services Director

4.7.1.3.iii. Community Services Director

4.7.1.4.iv. Infrastructure Services Manager

4.7.1.5.v. Parks & Recreation Manager

4.7.1.6.vi. Finance Manager

4.7.1.7.vii. IT Services Manager

4.7.1.8.viii. Asset Management Coordinator

ix. Financial Analyst

4.7.1.9x. Public Works Foremen (Fleet Management)

4.7.1.10xi. Emergency and Protective Services Manager

4.7.1.11xii. Abbey Centre Manager

4.8 – All Employees to:

4.8.1 — Understand and adhere to this policy and procedure.

5.6. Exclusions

6.1 N/A

7. Special Situations

7.1 N/A

8. Appendix

9. End of Policy

PROCEDURE

<p>Policy No.: 139.20</p> <p>Policy Title: Asset Management</p> <p>Department: Infrastructure & Property Services</p>	
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PROCEDURE	<p>Policy No.: 161.22</p> <p>Policy Title: Asset Management</p> <p>Department: Infrastructure & Property Services</p>
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1. Preamble

1.1.1 Asset Management Strategy Objectives

1.1.1.1 The following objectives that emphasize Asset Management best man will be implemented as part of the Town's Asset Management Strategy Program:

- (1) i. Clearly define levels/Levels of service/Service that support customer needs and meet regulatory requirements, while accounting for risk, costs and available resources;
- (2) ii. Establish and maintain a record of the value and depreciation rates of all tangible assets owned by the Town;
- iii. Review, on an on-going basis, business processes related to asset acquisition, risk management, asset maintenance, asset disposition, and service provision;
- (3) iv. Establish a set of corporate standards that ensure consistency in the decision- making process as to how assets are managed;
- (4) v. Modify business processes as necessary to improve/ensure continuous improvement, and ensure operational effectiveness and efficiency;
- (5) vi. Ensure legislative requirements and regulatory standards are met; and
- (6) vii. Achieve continuous improvement in asset management process through on-going improvements to data quality to provide increased forecast reliability.

2. General

2.2.1. Asset Management Advisory Team & Staffing Requirements

2-4.2.1.1. To ensure the success of the AM Strategy, a cross functional asset management team will be established. The Asset Management Advisory Team (AMAT) will be made up of subject matter experts in their functional departments. Each of these subject matter experts will be responsible for providing departmental specific asset management requirements to help facilitate the development of the AM Strategy. The AMAT will provide advice on an ad-hoc basis during the initiation of asset management activities, and on an on-going basis during development of planning and asset management activities.

2-2.2.1.2. To support ~~asset management~~AM initiatives for the Town, a new full-time staff member, Asset Management Coordinator, will be required. The AMAT will be chaired by the Asset Management Coordinator and meetings will be held at the call of the chair.

3-2.2. Public Participation

3-4.2.2.1. The Town will develop a Participant Involvement Program that identifies key internal and external stakeholders and customers that are to be engaged as part of consultation ~~for Asset Management Plans.~~ This ~~will~~can include conducting a public engagement session to obtain public input on important asset management matters for the Town. All information obtained from public participation will be reviewed and considered for inclusion in the AM Strategy ~~and/or asset-specific Asset Management Plans.~~

4-3. Other Considerations

4-4 3.1 10 Year Capital Plan

4-3.1.1 The Town recognizes that the implementation of an AM Strategy is directly correlated to the Town's Ten-Year Capital Plan. As ~~asset management~~AM for the Town evolves and priorities are determined, the re-prioritization of ~~capital~~Capital projects so the Town can meet its asset management needs and maintain fiscal responsibility.

3.2 Operational Budget

3.2.1 ~~On an annual basis, the Town reviews its annual operating budget. As part of this process, annual repairs and maintenance costs for assets are identified if information is available. The amount of budget allocated for annual repairs and maintenance is directly influenced by the age and condition of Town assets. As part of the Town's commitment to the sustainable financial planning and budget strategy, overall life-cycle costs, including ongoing repairs and maintenance, will be accounted for.~~

4-2 3.3 Municipal Sustainability Plan

4-2-3.1 In the ~~2016~~2020 Municipal Sustainability Plan (MSP), the vision for the Town of Blackfalds is defined as "~~an active, progressive and growing family community full of pride, commitment and opportunities reflecting, situated in an economically sustainable, self-sufficient, and collaborative, healthy, safe, and beautiful living environment, with a balanced range of municipal services provided where opportunities are abundant and realized through innovation and proactive community partnerships~~" ~~and innovation.~~

Of the ~~MSP~~ five sustainability pillars for the Town, Infrastructure and Buildings, has been identified as ~~the one and which~~ includes the entire built environment in Blackfalds.

~~4.23.3.2~~ The following are key excerpts from the Infrastructure and Buildings sustainability pillar that pertain to ~~asset management~~ **Asset Management**:

- ~~(1)~~ **i. Ensure** Blackfalds is a livable community that people seek out for its high quality of life;
~~The Town takes~~
 - ii. Maintain a range of facilities to service diverse interests and needs;**
- ~~(2)~~ **iii. Take** a proactive approach to growth and new infrastructure and repair;
~~The Town invests~~
- ~~(3)~~ **iv. Invest** in infrastructure across the entire municipality; ~~and~~
~~Building~~
- ~~(4)~~ **v. Buildings** are of high-quality design and environmental performance;
 - vi. Neighborhoods in Blackfalds are designed to encourage walkability; and**
 - vii. Infrastructure projects are considered and negotiated among multiple levels of government.**

~~4.3~~ **3.4** Level of Service

4.3.1 In order to effectively develop, and maintain a sustainable AM Strategy, the Town of Blackfalds recognizes that the ~~level~~ **Level** of ~~service~~ **Service** for community services are directly influenced by budget and administrative policy, where applicable.

~~5-~~ **3.5.** Reporting

~~5-4~~ **3.5.1.** A draft version of the Asset Management Strategy will be developed that incorporates AMAT, external, and customer consultation requirements as necessary. Once the final ~~plan~~ **Strategy** is approved, this ~~procedure will~~ **Procedure may** be updated to align with the ~~plan~~ **Strategy**.

~~6-4.~~ **End of Procedure**

Approval

~~Chief Administrative Officer~~ ~~Date~~
Chief Administrative Officer Date

Policy No.:	161.22	Council Approval: Resolution No.: Date:
Policy Title:	Asset Management	
Department:	Infrastructure & Property Services	
Reviewed:	5 years from approval date	
Revised:		
Supersedes		
Policy/Bylaw:	139.20	

1. Policy Statement

1.1 The Town of Blackfalds (the “Town”) recognizes the need to implement an Asset Management (“AM”) Strategy to achieve the medium to long term financial sustainability of the organization. The Town will develop and operate an AM Strategy and promote the use of Asset Management principles in all Town departments.

2. Reason for Policy

2.1 The purpose of this Asset Management Policy is to facilitate the logical, methodical and informed decision making for the Town’s Asset Management Program to achieve greater Asset Life-cycle management and effective allocation of resources. The policy specifically addresses the following Principals:

- 2.1.1. Provide a consistent and accurate means of tracking and reporting of the Town’s assets (including the planning, creation, operation, maintenance and disposal of assets);
- 2.1.2. Provide a framework which enables the Town to promote and enhance the provision of services at a level that balances customer expectations with cost and business risk;
- 2.1.3. Meet legislative reporting and organizational financial planning requirements; and
- 2.1.4. Integration of Asset Management practices within long-term financial planning and budgeting strategies.

3. Related Information

- 3.1 International Standards Organization (ISO) Standards 55000:2014
- 3.2 International Standards Organization (ISO) Standards 55001:2014
- 3.3 International Standards Organization (ISO) Standards 55002:2018
- 3.4 International Standards Organization (ISO) Standards 55010:2019

4. Definitions

- 4.1 “**CAO**” means the Town of Blackfalds Chief Administrative Officer.
- 4.2 “**Asset**” (Infrastructure) means an item, thing, or entity that has potential or actual value to an organization.
- 4.3 “**Asset Life-cycle**” means the full life-cycle span of an asset from the point when a need for it is first established, through design, construction, acquisition, operation and any maintenance or renewal, through to its decommissioning or disposal.
- 4.4 “**Asset Management**” means the process of making decisions about the use and care of infrastructure to deliver in a way that considers current and future needs, manages risk and opportunities, and makes the best use of resources.
- 4.5 “**Asset Management Plan**” means the documented information that specifies the activities, resources, and timescales required for an individual asset, or grouping of assets, to achieve the Town’s Asset Management objectives.
- 4.6 “**Asset Management Program**” means how the Town’s organizational objectives are to be converted into Asset Management objectives, including the approach for developing the Asset Management Policy, Asset Management Strategy, and Asset Management Plans, in supporting achievement of the Asset Management objectives.
- 4.7 “**Asset Management Strategy**” means the documented information that specifies how the Town’s Asset Management objectives are to be converted into Asset Management objectives, the approach for developing Asset Management Plans, and the role of the Asset Management Program in supporting the achievement of the Asset Management objectives.
- 4.8 “**Critical Asset**” means an asset for which the financial, business or service level of consequences of failure are sufficiently severe to justify proactive inspection and rehabilitation.
- 4.9 “**Community**” refers to all members of the public that live in, work in, operate businesses and visit the Town of Blackfalds.
- 4.10 “**Level of Service**” means the defined standard for the provision of a particular service. Components of defining these standards include quality, quantity, reliability, responsiveness, environmental acceptability, and cost.
- 4.11 “**Principles**” means to provide direction on applying AM within the municipality, and guidance on what the AM program should cover. The Principles should be aligned with the community vision and existing Municipal Sustainability Plan and other strategic plans to ensure the consistency between the municipality’s strategic direction and asset management efforts.
- 4.12 “**Resilience**” means the capacity of the Town to function, so that the people living and working in it survive and thrive no matter what the changes, stresses or shocks they encounter.

4.13 **“Risk”** means the degree of price volatility and/or chance of failure carried by an asset factoring the impact of failure and asset criticality.

4.14 **“Sustainability”** means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

5. Responsibilities

5.1 Municipal Council to:

5.1.1 Approve by resolution this policy and any amendments.

5.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.

5.1.3 Prioritize effective stewardship of assets and articulate community values.

5.1.4 Consider the Level of Service sustainability delivered to the community.

5.2 Chief Administrative Officer to:

5.2.1 Recommend this policy and any amendments for adoption by Council.

5.2.2 Implement this policy and approve procedures and exceptions.

5.2.3 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.

5.2.4 Be a visible champion for the implementation of the Asset Management Policy across the organization.

5.3 Corporate Leadership Team (Directors and CAO) to:

5.3.1 To lead the adoption of the policy within departments.

5.3.2 Communication of policy across the Town.

5.4 Director of each Department to:

5.4.1 Ensure implementation of this policy and procedure.

5.4.2 Ensure that this policy and procedure is reviewed every five years.

5.4.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.

5.5 Manager to:

5.5.1 Understand and adhere to this policy and procedure.

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- 5.5.2 Ensure employees are aware of this policy and procedure and allocate sufficient resources as necessary.
- 5.6 Asset Management Coordinator to:
- 5.6.1 The Asset Management Coordinator is delegated authority by the CAO, to lead in the development and management of an Asset Management Strategy. This includes the promotion of the AM Strategy and providing support to department managers to identify current AM strategies and implement changes identified in the Strategy.
- 5.6.2 The development and maintenance of an asset registry to track assets.
- 5.7 Asset Management Advisory Team to:
- 5.7.1 An Asset Management Advisory Team (AMAT) will be established and provide advice on an ad-hoc basis for matters concerning corporate asset management initiatives. The AMAT will be chaired by the Asset Management Coordinator and meetings will be held at the call of the chair. This group will be a cross-functional team with members from departments and business units that hold responsibility for municipal assets. The whole or part of the AMAT may be convened as appropriate for the matter at hand. Committee members may include:
- i. Infrastructure and Property Services Director
 - ii. Corporate Services Director
 - iii. Community Services Director
 - iv. Infrastructure Services Manager
 - v. Parks & Recreation Manager
 - vi. Finance Manager
 - vii. IT Services Manager
 - viii. Asset Management Coordinator
 - ix. Financial Analyst
 - x. Public Works Foremen (Fleet Management)
 - xi. Emergency and Protective Services Manager
 - xii. Abbey Centre Manager

6. Exclusions

- 6.1 N/A

7. Special Situations

7.1 N/A

8. Appendix

9. End of Policy

DRAFT

PROCEDURE	Policy No.: Policy Title: Department:	161.22 Asset Management Infrastructure & Property Services
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1. Preamble

1.1 Asset Management Strategy Objectives

1.1.1 The following objectives that emphasize Asset Management best man will be implemented as part of the Town’s Asset Management Program:

- i. Clearly define Levels of Service that support customer needs and meet regulatory requirements, while accounting for risk, costs and available resources;
- ii. Establish and maintain a record of the value and depreciation rates of all tangible assets owned by the Town;
- iii. Review, on an on-going basis, business processes related to asset acquisition, risk management, asset maintenance, asset disposition, and service provision;
- iv. Establish a set of corporate standards that ensure consistency in the decision- making process as to how assets are managed;
- v. Modify business processes as necessary to ensure continuous improvement, and ensure operational effectiveness and efficiency;
- vi. Ensure legislative requirements and regulatory standards are met; and
- vii. Achieve continuous improvement in asset management process through on-going improvements to data quality to provide increased forecast reliability.

2. General

2.1. Asset Management Advisory Team & Staffing Requirements

2.1.1. To ensure the success of the AM Strategy, a cross functional asset management team will be established. The Asset Management Advisory Team (AMAT) will be made up of subject matter experts in their functional departments. Each of these subject matter experts will be responsible for providing departmental specific asset management requirements to help facilitate the development of the AM Strategy. The AMAT will provide advice on an ad-hoc basis during the initiation of asset management activities, and on an on-going basis during development of planning and asset management activities.

2.1.2. To support AM initiatives for the Town, a new full-time staff member, Asset Management Coordinator, will be required. The AMAT will be chaired by the Asset Management Coordinator and meetings will be held at the call of the chair.

2.2. Public Participation

- 2.2.1. The Town will develop a Participant Involvement Program that identifies key internal and external stakeholders and customers that are to be engaged as part of consultation for Asset Management Plans. This can include conducting a public engagement session to obtain public input on important asset management matters for the Town. All information obtained from public participation will be reviewed and considered for inclusion in the AM Strategy and/or asset-specific Asset Management Plans.

3. Other Considerations

3.1 10 Year Capital Plan

- 3.1.1 The Town recognizes that the implementation of an AM Strategy is directly correlated to the Town's Ten-Year Capital Plan. As AM for the Town evolves and priorities are determined, the re-prioritization of Capital projects so the Town can meet its asset management needs and maintain fiscal responsibility.

3.2 Operational Budget

- 3.2.1 On an annual basis, the Town reviews its annual operating budget. As part of this process, annual repairs and maintenance costs for assets are identified if information is available. The amount of budget allocated for annual repairs and maintenance is directly influenced by the age and condition of Town assets. As part of the Town's commitment to the sustainable financial planning and budget strategy, overall life-cycle costs, including ongoing repairs and maintenance, will be accounted for.

3.3 Municipal Sustainability Plan

- 3.3.1 In the 2020 Municipal Sustainability Plan (MSP), the vision for the Town of Blackfalds is defined as "a progressive and growing family community, situated in an economically sustainable, collaborative, healthy, safe, and beautiful living environment, where opportunities are abundant and realized through partnerships and innovation." Of the MSP five sustainability pillars for the Town, Infrastructure and Buildings, has been identified as the one which includes the entire built environment in Blackfalds.

- 3.3.2 The following are key excerpts from the Infrastructure and Buildings sustainability pillar that pertain to Asset Management:

- i. Ensure Blackfalds is a livable community that people seek out for its high quality of life;
- ii. Maintain a range of facilities to service diverse interests and needs;
- iii. Take a proactive approach to growth and new infrastructure and repair;
- iv. Invest in infrastructure across the entire municipality;

-
- v. Buildings are of high-quality design and environmental performance;
 - vi. Neighborhoods in Blackfalds are designed to encourage walkability; and
 - vii. Infrastructure projects are considered and negotiated among multiple levels of government.

3.4 Level of Service

- 4.3.1 In order to effectively develop, and maintain a sustainable AM Strategy, the Town of Blackfalds recognizes that the Level of Service for community services are directly influenced by budget and administrative policy, where applicable.

3.5. Reporting

- 3.5.1. A draft version of the Asset Management Strategy will be developed that incorporates AMAT, external, and customer consultation requirements as necessary. Once the final Strategy is approved, this Procedure may be updated to align with the Strategy.

4. End of Procedure

Approval

Chief Administrative Officer

Date

MEETING DATE: October 17, 2022

PREPARED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: **Regional Subdivision and Development Appeal Board Bylaw No. 1272.22**

BACKGROUND

Section 627 of the *MGA* requires Council to establish a Subdivision and Development Appeal Board (SDAB) either locally or with one or more municipalities to establish an intermunicipal SDAB to hear appeals on development and subdivision appeals within their area. The Town of Blackfalds has fulfilled this obligation with our own SDAB, established under Bylaw 1076/08, that is comprised of at least five citizens at large who are appointed at the organizational meeting of Council for a term of one year.

A recent call-out for SDAB volunteers did not result in a sufficient number of applications, and in previous years it has been difficult finding enough citizens at large to meet SDAB quorum.

DISCUSSION

With Council's organizational meeting coming up and unsuccessful attempts at achieving sufficient number of citizen at large applications to sit on the SDAB, administration has had discussions with Parkland Community Planning Services (PCPS) to inquire about their 29-member Regional SDAB.

PCPS' Regional SDAB operates much like regional assessment appeal board models. Municipalities that are part of the Regional SDAB make annual contributions to have the pool of Board Members and Clerks trained and ready to conduct an appeal. PCPS currently has a pool of 12 Board members from various municipalities in Central Alberta that have been appointed and trained. There is also a pool of non-planner clerks and planner clerks the Town could draw if needed.

If the Committee is comfortable moving forward with the Regional SDAB, the Town would need to pass the attached Regional SDAB Bylaw at the next Council meeting. As it is after the annual organizational meeting, this placing of the two members on the MPC will be deferred until this bylaw passes three readings and it authorizes the Mayor and CAO to sign an agreement with PCPS for the SDAB regional services. Copies of the draft bylaw and agreement are attached to this report for discussion and comment.

FINANCIAL IMPLICATIONS

The annual contribution required for Regional SDAB membership, regardless of an appeal being filed or not, is \$480/year + GST = \$504.00.

If an appeal occurs under this model, the Town will accumulate additional expenses in the form of Board per diems and expenses, clerk fees based on hourly rates, and hearing expenses such as advertising and legal fees. Costs for a straight-forward appeal under this model are typically around \$4,000 - \$5,000.

The Town currently charges a \$300 appeal fee to assist with the costs accumulated during an appeal. Council may want to consider increasing the appeal fee should the Town join the Regional SDAB through the LUB revisions coming later this year.

ADMINISTRATIVE RECOMMENDATION

1. That the Standing Committee of Council recommend to Council to consider three readings of the Regional SDAB Bylaw 1272.22 as presented at their next Council meeting on October 25, 2022; and
2. That the Standing Committee of Council recommend to Council, upon giving three readings to the Regional SDAB Bylaw 1272.22 as presented, authorize the Town's Mayor and Chief Administrative Officer to sign the Agreement for Intermunicipal Regional Subdivision and Development Board Services.

ALTERNATIVES

- a) That the Standing Committee of Council recommend to Council to consider three readings of the Regional SDAB Bylaw 1272.22 as amended at their next Council meeting on October 25, 2022 and that upon giving three readings of the Regional SDAB Bylaw 1272.22 as amended, authorize the Town's Mayor and Chief Administrative Officer to sign the Agreement for Intermunicipal Regional Subdivision and Development Board Services.
- b) That the Standing Committee refer this item back to Administration for further consideration.

ATTACHMENTS

- *Regional SDAB Bylaw 1272.22*
- *Agreement for Intermunicipal Regional Subdivision and Development Board Services*

APPROVALS_____
CAO Myron Thompson_____
Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO TO AUTHORIZE THE TOWN OF BLACKFALDS TO ENTER INTO AN AGREEMENT WITH ONE OR MORE OTHER MUNICIPALITIES TO ESTABLISH THE REGIONAL INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD AND TO AUTHORIZE THE TOWN OF BLACKFALDS ENTERING INTO AN AGREEMENT WITH PARKLAND COMMUNITY PLANNING SERVICES (PCPS) FOR THE PROVISION OF INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD SERVICES.

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, being Chapter M 26.1 of the Revised Statutes of Alberta, 2000 and amendments thereto, for the purpose of authorizing the Town of Blackfalds to enter into an agreement with one or more other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and to authorize the Town of Blackfalds entering into an agreement with Parkland Community Planning Services (PCPS) for the provision of intermunicipal subdivision and development appeal board services.

WHEREAS the Municipal Government Act, RSA 2000, Chapter M-26, as amended (the "Act") allows a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the Council of the Town of Blackfalds considers it beneficial to enter into an agreement with certain other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and for the provision of subdivision and development appeal board services to be provided by Parkland Community Planning Services;

NOW THEREFORE the Municipal Council of the Town of Blackfalds duly assembled hereby enacts as follows:

PART 1 – TITLE

- 1.1 That this Bylaw shall be cited as the "**Regional SDAB Bylaw**".

PART 2 – DEFINITIONS

- 2.1 Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in the Municipal Government Act.
- 2.2 In this Bylaw, the following terms shall have the meanings shown:
- (a) "**Act**" means *the Municipal Government Act*, RSA 2000, Chapter M-26 as amended from time to time, together with all Regulations passed thereunder;
 - (b) "**Administrative Committee**" means that committee established pursuant to this Bylaw;
 - (c) "**Administrator**" means the individual appointed as Administrator for the purpose of the Agreement by the Coordinator;
 - (d) "**Agreement**" means the Agreement to Establish the Regional Intermunicipal Subdivision and Development Appeal Board and to Provide for Regional Intermunicipal Subdivision and Development Board Services to be entered into between the Participating Municipalities and the Coordinator;
 - (e) "**Board Member**" means a person appointed to the Regional Board;
 - (f) "**Clerk**" means the person(s) appointed and qualified to carry out the functions of the clerk of the Regional Board in accordance with this Bylaw and the Act;
 - (g) "**Common Law Bias**" means a situation where a Board Member's personal or private interests may or may be perceived as influencing the Board Member on a matter before the Regional Board including but not limited to: direct or indirect Pecuniary Interest, pre-judgment, closed mindedness, undue influence, relationship with any of the parties involved in the matter including family members, close friends and business associates;
 - (h) "**Conflict of Interest**" means both Common Law Bias and Pecuniary Interest;

- (i) **"Coordinator"** means the Parkland Community Planning Services;
- (j) **"Designated Officer"** has the same meaning as in the Act;
- (k) **"Development Authority"** has the same meaning as in the Act;
- (l) **"Municipal Planning Commission"** has the same meaning as in the Act;
- (m) **"Municipality"** means the municipal corporation of the Town of Blackfalds together with its jurisdictional boundaries, as the context requires;
- (n) **"Panel"** means a panel of the Regional Board consisting of either three (3) or five (5) Board Members;
- (o) **"Participating Municipality(ies)"** means the municipalities which are parties to the Agreement;
- (p) **"Pecuniary Interest"** has the same meaning as prescribed in Part 5, Division 9 of the Act;
- (q) **"Presiding Officer"** means that Board Member who is chairing a Regional Board or Panel meeting;
- (r) **"Regional Board"** means the Regional Intermunicipal Subdivision and Development Appeal Board established pursuant to the Agreement and this Bylaw;
- (s) **"Resident"** means an individual who lives in a Participating Municipality on a daily and permanent basis and whose primary residence is located within a Participating Municipality;
- (t) **"Subdivision Authority"** has the same meaning as in the Act; and
- (u) **"Subdivision and Development Appeal Board"** has the same meaning as in the Act.

PART 3 - ESTABLISHMENT OF THE REGIONAL BOARD AND COMPOSITION

- 3.1 The Municipality is hereby authorized to enter into the Agreement with the Participating Municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board for the purpose of exercising the functions of the Subdivision and Development Appeal Board in accordance with the Act and for the provision of Regional Intermunicipal Subdivision and Development Appeal Board services by Parkland Community Planning Services.
- 3.2 The Regional Intermunicipal Subdivision and Development Appeal Board is hereby established and authorized to exercise the functions of the Subdivision and Development Appeal Board for the Municipality in accordance with the Act.
- 3.3 The Regional Board shall be composed of a minimum of five (5) Board Members and a maximum of twelve (12) Board Members.
- 3.4 It is preferred, but not required, that one Member who is a resident of the Participating Municipality be appointed from each Participating Municipality.

PART 4 - POWERS AND DUTIES OF BOARD

- 4.1 The Regional Board shall hear and decide upon appeals made with respect to a decision made by the Subdivision Authority and the failure or refusal to make a decision by the Subdivision Authority in accordance with the Act.
- 4.2 The Regional Board shall hear and decide upon appeals made against a decision or order made by the Development Authority and the failure or refusal to make a decision by the Development Authority in accordance with the Act.

PART 5 - ADMINISTRATIVE COMMITTEE

- 5.1 The Administrative Committee is hereby established.
- 5.2 The Administrative Committee shall consist of all the Participating Municipalities' Chief Administrative Officers or their respective designates.
- 5.3 The Administrator or his/her designate shall be a non-voting member of the Administrative Committee.
- 5.4 The Administrative Committee is hereby delegated the authorization and power to appoint Board Members in accordance with this Bylaw.
- 5.5 The Administrative Committee's functions, powers and duties are as follows:
- a) subject to this Bylaw, establish qualifications and expectations for Board Members;
 - b) appoint Members to the Regional Board who meet the qualifications of a Board Member as specified in this Bylaw and as may be established by the Administrative Committee from time to time;
 - c) develop policies and procedures governing hearings, conduct of Board Members and other Regional Board matters;
 - d) evaluate Board Member performance to identify areas where additional training may be required and prepare reports regarding performance and re-appointment of Board Members, as may be required;
 - e) ensure Board Members are provided with adequate mentoring and training to effectively fulfil their role;
 - f) establish rates of remuneration and expenses for Board Members;
 - g) remove and replace Board Members as deemed necessary by the Administrative Committee in accordance with this Bylaw; and
 - h) act as a liaison between Participating Municipalities and the Coordinator.
- 5.6 The Administrative Committee shall meet on at least an annual basis and as often as deemed necessary by the Administrative Committee or as may be reasonably requested by the Coordinator.
- 5.7 The Administrative Committee shall conduct its meetings in accordance with the Act and may develop its own meeting procedure rules as it deems appropriate from time to time.
- 5.8 Quorum for a meeting of the Administrative Committee shall be five (5) Chief Administrative Officers or their respective designates together with the Administrator or his/her designate.
- 5.9 Decisions of the Administrative Committee shall be determined by a simple majority vote of those Chief Administrative Officers or their designate present at the meeting.

PART 6 - BOARD MEMBERS

- 6.1 A Board Member shall not include:
- a) an employee of any Participating Municipality,
 - b) a member of any Municipal Planning Commission, or
 - c) any person who carries out Subdivision or Development Authority powers, duties or functions on behalf of any Participating Municipality.
- 6.2 Board Members shall be not less than 18 years of age and it is preferred, but not required, that Board Members be a Resident of a Participating Municipality.

6.3 At least 50% of the Board Members shall be Residents of a Participating Municipality.

PART 7 - TERMS OF BOARD MEMBER APPOINTMENT

- 7.1 All Board Members shall be appointed for a two (2) or three (3) year term, at the discretion of the Administrative Committee, for the purpose of establishing a staggered expiration of terms amongst the Board Members.
- 7.2 The Administrative Committee may re-appoint a Board Member at the expiration of his/her term.
- 7.3 A Board Member may resign from the Regional Board at any time by providing written notice to the Administrator to that effect.
- 7.4 The Administrative Committee may remove a Board Member at any time if:
- a) in the opinion of the Administrative Committee, a Board Member is not performing his/her duties in accordance with the Act, this Bylaw or the rules of natural justice,
 - b) a Board Member is absent for more than three (3) consecutive meetings of a Panel to which he/she has been assigned without reasonable cause, or
 - c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.
- 7.5 Notwithstanding any vacancy in the membership of the Regional Board, the remaining Board Members may exercise and perform the powers and duties of the Regional Board.
- 7.6 In the event that a vacancy occurs on the Regional Board with more than one (1) year left in the Board Member's term, the Administrative Committee shall appoint a replacement Board Member within six (6) months of the notice of the vacancy and the person so appointed to fill such vacancy shall hold office for the balance of the period that his/her predecessor would have held the position of Board Member.
- 7.7 Upon being appointed as a Board Member, an individual must successfully complete the training as prescribed by the Act prior to participating in a Regional Board appeal hearing.

PART 8 - APPOINTMENT AND DUTIES OF CHAIR AND VICE-CHAIR OF THE REGIONAL BOARD

- 8.1 At its organizational meeting held in any calendar year, the Regional Board shall appoint a Chair and Vice-Chair from amongst the Board Members.
- 8.2 The Chair and Vice-Chair shall hold office for a period of two (2) years from the date of appointment.
- 8.3 The Chair, and in his/her absence, the Vice-Chair, shall:
- a) preside at meetings of the Regional Board; and
 - b) serve as the Presiding Officer for a Panel hearing an appeal if the Chair or Vice-Chair is assigned to hear the appeal.
- 8.4 In the absence of the Chair or Vice-Chair, the Board Members of every Panel hearing an appeal shall select a Presiding Officer from among themselves who shall:
- a) preside over and be responsible for the conduct of the hearing;
 - b) vote on matters submitted to the Panel unless disqualified to do so; and
 - c) sign orders, decisions and documents issued by the Regional Board.

PART 9 - AUTHORIZATION OF APPOINTMENT OF THE CLERK TO THE REGIONAL BOARD

- 9.1 The position of Clerk of the Regional Board is hereby established to carry out the powers, duties and functions of a Designated Officer of the Municipality which shall be the powers, duties and functions of a Clerk prescribed by the Act.
- 9.2 The Administrator is hereby appointed into the position of Clerk to the Regional Board.
- 9.3 The Administrator is hereby authorized to appoint one or more Clerks of the Regional Board.

PART 10 - CLERK OF THE REGIONAL BOARD

- 10.1 The Clerk of the Regional Board shall provide administrative and logistical support to the Regional Board in accordance with the Act and shall:
- a) not have a vote in any proceedings of the Regional Board;
 - b) give at least five (5) days written notice of a hearing of an appeal to:
 - i) in the case of an appeal against an order, decision or a failure to make a decision by a development authority, the parties indicated in the Act; and
 - ii) in the case of an appeal against a decision or a failure to make a decision by the subdivision authority, the parties indicated in the Act;
 - c) notify Board Members of the meetings of the Regional Board, including hearings;
 - d) prepare and maintain a file of written minutes of the business transacted at all meetings, including hearings, of the Regional Board;
 - e) for each Regional Board appeal hearing, record and issue a decision of the Regional Board and its findings, with reasons, to all affected parties in accordance with the Act;
 - f) obtain legal counsel to advise the Regional Board when required;
 - g) be authorized to sign on behalf of the Regional Board any order, decision, approval, notice, or any other thing made, given or issued by the Regional Board; and
 - h) undertake such other duties as the Regional Board may require.

PART 11 - FILING AN APPEAL

- 11.1 A party may appeal to the Regional Board in accordance with the Act.
- 11.2 A notice of appeal is deemed to be filed with the Regional Board on the date that all information requirements related to a notice of appeal prescribed in the Act and the applicable appeal fee are received by the Clerk within the time period for filing a notice of appeal prescribed in the Act.

PART 12 - ESTABLISHMENT OF BOARD PANELS FOR INDIVIDUAL HEARINGS

- 12.1 Where a matter has been appealed to the Regional Board, the following Panels may be established at the discretion of the Administrator in consultation with the Chief Administrative Officer of the Participating Municipality in which the appeal was filed:
- a) a Panel consisting of three (3) Board Members; or
 - b) a Panel consisting of five (5) Board Members.
- 12.2 Board Members from one (1) municipality may not form the majority of any Panel hearing an appeal.

- 12.3 It is preferred, but not required, that a Board Member appointed from a Participating Municipality sit on the Panel hearing an appeal involving that Participating Municipality.
- 12.4 A Panel shall not have more than one Board Member who is a councillor.
- 12.5 A decision of a Panel is the decision of the entire Regional Board.

PART 13 - APPEAL HEARINGS

- 13.1 Within thirty (30) days of receiving written notice of an appeal that is filed in accordance with the provisions of the Act, the Regional Board shall hold a public hearing to hear an appeal from:
- a) a decision of a Subdivision Authority or Development Authority;
 - b) a Subdivision Authority or Development Authority's refusal or failure to make a decision within the time allowed for a decision established in the Act; or
 - c) an order issued by a Development Authority.
- 13.2 The hearings of the Regional Board shall be in public, but the Regional Board may at any time recess and deliberate and make its decisions in private.
- 13.3 The Regional Board shall hear all those persons from whom it is required to hear by the applicable provisions of the Act.
- 13.4 A request for adjournment of a hearing may be granted at the discretion of the Regional Board, but any adjournment must be to a specific time and date.
- 13.5 The Regional Board may adjourn an appeal hearing to a specific time and date upon its own volition to request technical information, legal opinions, or other information desired by the Regional Board.
- 13.6 Upon conclusion of a hearing, the Regional Board shall deliberate and reach its decision in private and in doing so shall determine an appeal in accordance with the provisions of the Act.
- 13.7 Audio and/or video recordings of hearings may be made by the Clerk. No other recordings of appeal hearings shall be permitted. Recordings of appeal hearings, if made, shall be retained for at least six (6) months following the adjournment of the hearing and after that time may be destroyed subject to legal and/or legislative requirements.

PART 14 - QUORUM AND VOTING AT HEARINGS

- 14.1 A quorum of the Regional Board shall be as follows:
- a) two (2) Board Members for a panel of the Regional Board consisting of three (3) Board Members; and
 - b) three (3) Board Members for a panel of the Regional Board consisting of five (5) Board Members.
- 14.2 All Board Members must vote on all matters before the Regional Board unless a Board Member declares a Conflict of Interest.
- 14.3 Where a Board Member of a Panel hearing an appeal absents or declares a Conflict of Interest, the Clerk may appoint a replacement Board Member to the Panel.

- 14.4 Only those Board Members present at the entire hearing of an appeal shall be able to vote on the appeal, provided those Board Members voting form a quorum.
- 14.5 The majority vote of those Board Members present and voting constitutes the decision of the Panel and Regional Board.
- 14.6 In the event of a tie vote, the appeal shall be deemed to be denied.

PART 15 - RULES OF ORDER

- 15.1 The Regional Board shall conduct appeal hearings in accordance with:
- a) the provisions of the Act and related Regulations;
 - b) the principles of natural justice and procedural fairness; and
 - c) the policies and procedures established by the Administrative Committee.

PART 16 - CONFLICT OF INTEREST

- 16.1 Where a Board Member is of the opinion that he/she may have a Conflict of Interest in respect of a matter before the Board, the Board Member shall absent him/herself from the Regional Board proceedings while that matter is being discussed. Prior to leaving the meeting, the Board Member shall:
- a) declare that he/she has a Conflict of Interest; and
 - b) describe in general terms the nature of the Conflict of Interest.
- 16.2 All Board Members are bound to adhere to and comply with the Pecuniary Interest provisions of the Act.
- 16.3 The Clerk shall cause a record to be made in the hearing minutes of the Board Member's absence and reasons for it.

PART 17 - NOTICE OF DECISIONS AND RECORD OF HEARING

- 17.1 After the conclusion of an appeal hearing, the Clerk shall:
- a) under the direction of the Presiding Officer, prepare the decision or order of the Regional Board and the reasons for the decision in compliance with the Act; and
 - b) arrange for the order or decision of the Regional Board to be signed and distributed in accordance with the requirements of the Act.
- 17.2 The Regional Board shall issue its decision in writing, together with reasons for the decision, within fifteen (15) days of the conclusion of a hearing.
- 17.3 A decision of the Regional Board is not final until notification of the decision is issued in writing.
- 17.4 The Clerk shall maintain a record of the appeal hearing in accordance with the Act.

PART 18 - SUBDIVISION ENDORSEMENT

- 18.1 If a Subdivision Authority fails or refuses to endorse a plan of subdivision or other instrument as approved by the Regional Board on appeal, the Presiding Officer of the Panel that heard the appeal, or in his/her absence any other Board Member of the Panel that heard the appeal is authorized to endorse the subdivision instrument.

PART 19 - NUMBER AND GENDER REFERENCES

19.1 All references in this Bylaw shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or a female person, or a corporation or a partnership.

PART 20 - SEVERABILITY

20.1 Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

PART 21 - REPEAL

21.1 That Bylaw 1076/08 is hereby repealed upon this Bylaw coming into effect.

PART 22 - DATE OF FORCE

22.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

READ for the second time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

READ for the third and final time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

This Agreement dated this _____ day of _____, 20____

BETWEEN:

TOWN OF BLACKFALDS

SUMMER VILLAGE OF GULL LAKE

SUMMER VILLAGE OF PARKLAND BEACH

SUMMER VILLAGE OF ROCHON SANDS

SUMMER VILLAGE OF SUNDANCE BEACH

VILLAGE OF ALIX

VILLAGE OF CAROLINE

VILLAGE OF CLIVE

VILLAGE OF DONALDA

TOWN OF BENTLEY

TOWN OF MILLET

TOWN OF OLDS

TOWN OF PENHOLD

TOWN OF PONOKA

TOWN OF RIMBEY

TOWN OF ROCKY MOUNTAIN HOUSE

TOWN OF THREE HILLS

TOWN OF TROCHU

Being municipal corporations pursuant to the *Municipal Government Act, R.S.A. 2000*
Chapter M-26

(collectively the "Participating Municipalities")

-and-

PARKLAND COMMUNITY PLANNING SERVICES

Being an intermunicipal service agency created pursuant to the *Municipal Government Act,*
R.S.A. 1980, Chapter M-26

("PCPS" or the "Coordinator")

Herein after "the Parties"

**AN AGREEMENT TO ESTABLISH THE REGIONAL INTERMUNICIPAL SUBDIVISION
AND DEVELOPMENT APPEAL BOARD AND TO PROVIDE FOR INTERMUNICIPAL
REGIONAL SUBDIVISION AND DEVELOPMENT BOARD SERVICES**

BACKGROUND

- A.** Each Participating Municipality has passed a bylaw authorizing the Participating Municipality to enter into an agreement with the other Participating Municipalities establishing a Regional Intermunicipal Subdivision and Development Appeal Board (the "**Regional Board**") having jurisdiction within their respective boundaries in accordance with the *Municipal Government Act, R.S.A. 2000* Chapter M-26.

- B. The Participating Municipalities want to establish the function and role of the Regional Board as well as the rights and obligations of the Participating Municipalities in accordance with the terms and conditions of this Agreement.
- C. The Participating Municipalities want to retain PCPS and PCPS agrees to be retained as the Coordinator for the Regional Board and provide services and support for the Regional Board in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree each with the other as follows:

1) **AGREEMENT TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD**

1.1 The Participating Municipalities hereby agree amongst themselves to establish the Intermunicipal Subdivision and Development Appeal Board for the purpose of carrying out the functions of a Subdivision and Development Appeal Board in accordance with the Act, Bylaw and this Agreement.

2) **DEFINITIONS AND SCHEDULES**

In this Agreement, unless the context provides otherwise, the following words or phrases will have the following meanings:

- 2.1 **"Act"** means the ***Municipal Government Act***, R.S.A. 2000 Chapter M-26, as amended from time to time, together with all Regulations passed thereunder;
- 2.2 **"Administrator"** means the individual appointed as Administrator for the purpose of this Agreement by the Coordinator;
- 2.3 **"Administrative Committee"** means the Administrative Committee created by the Bylaw;
- 2.4 **"Agreement"** means this Agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this Agreement refer to this Agreement including the Schedules attached hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- 2.5 **"Board Member"** means an individual appointed as a member to the Regional Board and **"Board Members"** means all the individuals appointed as members to the Regional Board;
- 2.6 **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- 2.7 **"Bylaw"** means a Bylaw in the form as set out in **Schedule "A"**;
- 2.8 **"Chief Administrative Officer"** means the individual appointed as Chief Administrative Officer by Council of each Participating Municipality in accordance with the Act or his/her designate;

- 2.9 **"Clerk"** means a person qualified and appointed as clerk to the Regional Board in accordance with the Act;
- 2.10 **"Coordinator"** means Parkland Community Planning Services;
- 2.11 **"Council"** means the duly elected body of a Participating Municipality;
- 2.12 **"Designated Officer"** has the same meaning as in the Act;
- 2.13 **"Director"** means the individual appointed as Director for the Coordinator;
- 2.14 **"Force Majeure"** means acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of this Agreement, acts of the King's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term "Force Majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a Party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event;
- 2.15 **"Participating Municipality"** means a municipality which is a party to this Agreement and **"Participating Municipalities"** means all of the municipalities which are parties to this Agreement;
- 2.16 **"Party"** means a party to this Agreement and **"Parties"** means two or more parties to this Agreement;
- 2.17 **"Panel"** means a panel of the Regional Board consisting of three (3) or five (5) Members;
- 2.18 **"Regional Board"** means the Intermunicipal Subdivision and Development Appeal Board created pursuant to this Agreement and the Bylaw;
- 2.19 **"Services"** means the Board coordination and support services provided by the Coordinator pursuant to **Schedule "B"**;
- 2.20 **"Service Fee"** means the annual Service fee and additional fees set out in **Schedule "C"**; and
- 2.21 **"Subject Participating Municipality"** means that Participating Municipality which has had an appeal filed to the Regional Board from a decision of its Development Authority or Subdivision Authority, an order issued by its Development Authority or a deemed refusal.
- 2.22 The following schedules form part of this Agreement:
- Schedule A** – Form of Bylaw
 - Schedule B** – Service Options
 - Schedule C** – Annual Service Fees and Additional Fees
 - Schedule D** - Participating Municipalities Contact Information

3) **TERM**

- 3.1 The term of the Agreement commences on January 1, 2022 and shall continue until terminated by one or more Parties as follows (the "**Term**"):
- a) Any Participating Municipality may terminate its participation in this Agreement at any time by providing not less than sixty (60) days' prior written notice to the Coordinator. The terminating Participating Municipality shall forfeit the full amount of that Participating Municipality's annual Service Fee paid or owing for that calendar year in which the notice of termination is effective.
 - b) The Coordinator may terminate this Agreement at any time by providing not less than six (6) months' prior written notice to the Participating Municipalities effective January 1 of the subsequent year.
 - c) This Agreement may be terminated at any time by the mutual written agreement of the Participating Municipalities and the Coordinator.
- 3.2 Notwithstanding Clause 3.1, neither the Participating Municipalities nor the Coordinator may terminate this Agreement during the first three years of the Term.
- 3.3 All amounts owing by one Party to another Party as at the effective date of termination shall be paid in accordance with the terms of this Agreement. The Coordinator shall issue a final invoice to any Participating Municipality affected by a notice of termination within thirty (30) of the effective date of termination.

4) **PARTICIPATING MUNICIPALITY RESPONSIBILITIES**

Pre-Conditions to Receiving Service

- 4.1 A Participating Municipality is entitled to receive Services pursuant to this Agreement upon completion of the following:
- a) the Participating Municipality's Council has passed a Bylaw and the Participating Municipality has provided a copy of the Bylaw to the Coordinator;
 - b) the Participating Municipality has provided payment in full to the Coordinator of the Service Fee for the first year of the Term; and
 - c) the Participating Municipality has provided written notification to the Coordinator of which Services the Participating Municipality wants to receive.

Payment of Service Fees

- 4.2 During each calendar year of the Term, each Participating Municipality shall pay the annual Service Fee to the Coordinator on or before January 31.
- 4.3 A Participating Municipality may change the level of Service it receives from the Coordinator at any time by providing written notice to the Coordinator and paying any resulting increase in Service Fee. There shall be no refund of annual Service Fee amount paid by the Participating Municipality where the Participating Municipality opts to reduce the level of Service it receives during a calendar year.

- 4.4 Upon receipt of an appeal to the Regional Board, the Subject Participating Municipality is responsible to pay all administration and other fees identified in **Schedule "C"** in addition to the annual Service Fee.
- 4.5 In the event that a decision of the Regional Board is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Subject Participating Municipality shall be responsible to pay all actual costs incurred by the Coordinator in preparing and coordinating the filing of the Regional Board's record with the Court of Appeal and such other matters that may be requested or required to support the Regional Board's response to the application or merit hearing including the administration and other fees identified in **Schedule "C"** in addition to the annual Service Fee.
- 4.6 Participating Municipalities shall pay all Service Fees in addition to the annual Service Fees to the Coordinator within Thirty (30) days after receipt of an invoice from the Coordinator.

Legal Fees

- 4.7 If the Subject Participating Municipality or the Coordinator is of the opinion that legal services are required for the purpose of a specific appeal hearing to be conducted by the Regional Board, the Chief Administrative Officer and the Administrator shall consult and jointly coordinate the retention of appropriate legal counsel for the Regional Board. Legal counsel shall only be retained to assist the Regional Board with the approval of the Chief Administrative Officer of the Subject Participating Municipality. The Subject Participating Municipality is responsible to pay all legal fees within thirty (30) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.
- 4.8 If a Regional Board decision is subject to a leave to appeal application or appeal to the Alberta Court of Appeal, the Subject Participating Municipality's Chief Administrative Officer and the Administrator shall consult and coordinate the retention of appropriate legal counsel for the Regional Board. The Subject Participating Municipality is responsible to pay all legal fees within Thirty (30) days of receipt of the invoice from the Coordinator or the legal firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.

Recording Fees

- 4.9 If the Coordinator determines that audio or digital recording and/or transcript services are required for the conduct of a specific appeal, the Chief Administrative Officer and the Administrator shall consult and jointly coordinate the arrangement of appropriate recording and/or transcript service for the Regional Board. Recording and/or transcript services shall only be requested to assist the Regional Board with the approval of the Chief Administrative Officer of the Subject Participating Municipality. The Subject Participating Municipality is responsible to pay all recording and/or transcript fees within thirty (30) days of receipt of the invoice from the Coordinator or the transcript firm directly, as may be mutually determined by the Administrator and Chief Administrative Officer.

Annual Information Provision

- 4.10 On or before January 31 of every calendar year during the Term, each Participating Municipality shall provide the following information to the Coordinator in writing:
- a) The applicable appeal fees in accordance with the applicable bylaw(s) of the Participating Municipality; and
 - b) Copies of Certificates evidencing the Insurance requirements referred to in Section 10 of this Agreement.

Clerk and Administrative Support for the Board

- 4.11 Where a Participating Municipality has opted to provide a Clerk for the Regional Board and administrative support for the processing of appeals using its own staff or personnel other than the staff of or Clerks provided by the Coordinator, that Participating Municipality shall:
- a) notify the Coordinator of the name of the Clerk appointed for the purpose of assisting the Regional Board with the appeal within two (2) Business Days of the Participating Municipality's receipt of the notice of appeal to the Regional Board, and
 - b) provide and book a suitable venue for the conduct of the appeal hearings by the Regional Board, taking into consideration the anticipated number of attendees to the particular appeal hearing, after coordinating the appeal hearing date(s) with the Coordinator.
- 4.12 Where the Participating Municipality has opted to utilize a Clerk provided by and other administrative staff of the Coordinator to assist the Regional Board with the appeal hearing, the Participating Municipality shall provide all documentation and information needed by the Clerk and Regional Board for the conduct of an appeal hearing to the Coordinator within two (2) Business Days of the Participating Municipality receiving the notice of appeal to the Regional Board. The information to be provided to the Coordinator includes, but is not limited to (as applicable):
- a) the notice of appeal where the appeal has been filed with the Participating Municipality not the Coordinator,
 - b) confirmation of receipt of the applicable appeal fee,
 - c) notice of decision being appealed,
 - d) copy of the Development Permit being appealed,
 - e) copy of the Stop Order being appealed,
 - f) copy of the original application together with all supporting documents, plans, studies, etc.,
 - g) current copies of all relevant statutory plans, conceptual schemes, non-statutory plans, Land Use Bylaw, policies and procedures relating to the matter that is the subject of the appeal,
 - h) copies of all relevant meeting minutes, staff reports, correspondence, circulation comments and other communications,
 - i) copy of advertisement of the decision being appealed,
 - j) any other record or information relevant to the appeal, and
 - k) the location of the venue for the appeal hearing.

- 4.13 Where the Coordinator is providing the Clerk and administrative services for a Regional Board hearing, the Coordinator shall be responsible to book a suitable venue for the conduct of the appeal hearing, taking into consideration the anticipated number of attendees to the appeal hearing. The Subject Municipality shall be responsible to pay for all booking and rental fees and other costs associated with the hearing venue.
- 4.14 From time to time, the Coordinator and a Participating Municipality's may agree that the Participating Municipality will authorize a Designated Officer to perform the role of pool Clerk for the Regional Board. In that instance, the Coordinator shall arrange for all appropriate training for the Designated Officer as required for a Clerk pursuant to the Act. The Participating Municipality shall be compensated for the Designated Officer's time acting as pool Clerk for the Regional Board as the Coordinator and Participating Municipality may agree in writing.

Filing of Appeals to the Regional Board

- 4.15 Each Participating Municipality shall publish on its website and advise on all written decisions issued by its Development Authority or Subdivision Authority and Stop Orders issued by its Development Authority that the decision or Stop Order may be appealed in accordance with the Act by filing a notice of appeal together with the applicable appeal fee either with a) the Participating Municipality or b) the Coordinator at the addresses as referenced in Section 12.2 to the attention of the Clerk of the Regional Intermunicipal Appeal Board. A notice of appeal filed with either the Participating Municipality or the Coordinator shall be deemed to be filed with the Clerk in accordance with the Bylaw.
- 4.16 The Subject Participating Municipality is solely responsible for ensuring compliance with any decision rendered by the Regional Appeal Board.

Administrative Committee

- 4.17 In accordance with the Bylaw, the Chief Administrative Officer of each Participating Municipality is a member of the Administrative Committee. The Administrative Committee is responsible to ensure that there are not less than five (5) and not more than twelve (12) individuals appointed as Board Members at all times during the Term.
- 4.18 Each Participating Municipality will assist with the recruitment of Board Members by providing notices and postings on their respective websites as requested by the Coordinator from time to time.

5) COORDINATOR RESPONSIBILITIES

- 5.1 Subject to a Participating Municipality's satisfaction of the conditions set out in Section 4.1 and the Participating Municipality's payment of the Service Fees due and payable each year during the Term, the Coordinator shall provide Services to that Participating Municipality in accordance with the terms and conditions of this Agreement and the Bylaw.
- 5.2 The Coordinator shall review the Service Fees every three (3) years. If the Coordinator determines that a change is required to the Service Fees, the Coordinator will notify the Participating Municipalities in writing no later than June

30th of the proposed change to the Service Fee to be effective January 1 of the subsequent year.

- 5.3 Subject to the Administrative Committee fulfilling its obligations pursuant to Section 4.17, the Coordinator shall ensure that there is a pool of not less than five (5) and not more than twelve (12) Board Members who are available and who have received training in accordance with the Act at all times during the Term.
- 5.4 The Coordinator shall arrange for training of all individuals appointed as Board Members by the Administrative Committee up to a maximum of twelve (12) within six (6) months of the appointment.
- 5.5 The Coordinator shall ensure that there is a pool of not less than two (2) trained and qualified Clerks available to assist the Regional Board at all times during the Term.
- 5.6 The Coordinator shall keep a record of all appeals filed in accordance with the Act for a period of not less than ten (10) years from the date of receipt of the notice of appeal. The Coordinator shall provide the Subject Participating Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Subject Participating Municipality at the sole cost and expense of the Subject Participating Municipality.
- 5.7 The Coordinator shall retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for a period of not less than ten (10) years from the date of receipt of such paper records. The Coordinator shall provide the Subject Participating Municipality with a copy of records pertaining to that municipality within Ten (10) Business Days after receipt of a request by the Subject Participating Municipality at the sole cost and expense of the Subject Participating Municipality.
- 5.8 The Coordinator shall keep a record of all Board Member and Clerk appointments and training and shall report this information to Municipal Affairs from time to time as required by the Act.
- 5.9 The Coordinator, where requested and agreed to by the Subject Participating Municipality, shall retain legal services on behalf of the Regional Board.
- 5.10 The Coordinator, where requested and agreed to by the Subject Participating Municipality, shall cause audio or digital recordings and transcripts of appeal hearings to be made.
- 5.11 The Coordinator shall notify the Subject Participating Municipality in writing of receipt of a notice of appeal and provide a copy of the notice of appeal to the Subject Participating Municipality within Two (2) Business Days of receipt of the notice of appeal. Where the Coordinator has received the appeal fees on behalf of the Subject Participating Municipality, the Coordinator shall remit these fees to the Subject Participating Municipality upon conclusion of the appeal.
- 5.12 The Coordinator, where providing Clerk Services to the Subject Participating Municipality, shall be responsible to coordinate all arrangements and perform all administrative functions related the holding of the Regional Board appeal hearing in accordance with the requirements of the Act including (as applicable):
 - a) Scheduling the appeal hearing,
 - b) Coordinating not less than three (3) Board Members to sit on the Panel. At the option of the Subject Participating Municipality, the Coordinator shall coordinate five (5) Board Members to sit on the Panel,

- c) Arranging for a Clerk for the appeal hearing,
- d) Providing notice in writing of the hearing,
- e) Making all relevant documents and materials respecting the appeal available for public inspection electronically on the Coordinator's website and at the Coordinator's office,
- f) Preparation of Regional Board appeal hearing minutes and summary of the evidence heard by the Regional Board,
- g) Preparation of the Regional Board notice of decision, and
- h) Providing a copy of the Regional Board's notice of decision to all relevant Parties.

5.13 Where a Regional Board decision is subject to a leave to appeal application or merit hearing at the Court of Appeal, the Coordinator shall coordinate the preparation and filing of the Regional Board hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the Regional Board's response to the leave to appeal application or merit hearing.

6) ALL PARTIES' RESPONSIBILITIES

- 6.1 Both the Coordinator and the Subject Participating Municipality shall make every reasonable effort to ensure that all information that will be or is intended to be used in a Regional Board appeal hearing is complete and accurate and provided to the other Party in a timely fashion.
- 6.2 All Parties acknowledge and agree that they are subject to the provisions of the Bylaw and where there is any conflict between the Bylaw and this Agreement, the provisions of the Bylaw shall prevail to the extent of the conflict.

7) PRIVACY

- 7.1 All Parties acknowledge and agree that they are subject to the ***Freedom of Information and Protections of Privacy Act (FOIPP)*** and that they will only collect and release information in accordance with the provisions of FOIPP.
- 7.2 Participating Municipalities shall ensure that any information of a confidential or protected nature which it provides to the Coordinator is clearly marked as such.
- 7.3 All Participating Municipalities shall ensure that their planning and development applications and forms of notice of appeal having the requisite acknowledgement and agreement pursuant to FOIPP that any party submitting an application or notice of appeal acknowledges and agrees that the information submitted by that party in support of its application or appeal shall be subject to release to the public.

8) DISPUTE RESOLUTION

- 8.1 If any dispute arises between any of the Participating Municipalities and the Coordinator with respect to the interpretation or application of the provisions of this Agreement, the Parties shall first attempt to resolve the dispute by direct negotiations between the Chief Administrative Officer of the Participating

Municipality and the Director within thirty (30) days of receipt of notice of the matter in dispute. If the Chief Administrative Officer or the Director cannot resolve the dispute, then such dispute will be referred to two elected officials from the Participating Municipality and two elected officials from the PCPS Board of Directors, who will then meet to discuss and attempt to resolve the matter in dispute in a timely fashion.

- 8.2 In the event the dispute cannot be resolved by the elected officials of the Participating Municipality and the Coordinator within thirty (30) days of the dispute being referred to them, then, upon mutual consent of the Parties, the Parties may utilize the Alberta Municipal Affairs Mediation Services program to assist in resolving the dispute. The Parties shall bear their own costs of mediation.
- 8.3 In the event the dispute cannot be resolved through mediation, then the dispute will be determined by arbitration in accordance with the following:
- a) The Parties will agree upon a single arbitrator (the "**Arbitrator**") and in the event that the Parties are unable to agree upon the Arbitrator, the matter will be referred to the Court of King's Bench of Alberta for the appointment of the Arbitrator;
 - b) The decision of the Arbitrator will be binding upon the Parties;
 - c) The cost of arbitration will be borne by the Party against which the award is made by the Arbitrator, unless the Arbitrator decides otherwise;
 - d) The Arbitrator will not alter, amend or otherwise change the terms and conditions of this Agreement;
 - e) Except as modified herein, the provisions of the **Arbitration Act** will apply to any arbitration conducted pursuant to this Agreement; and
 - f) Notwithstanding any provision contained herein to the contrary, if any dispute which has been submitted to the Arbitrator has not been determined by the Arbitrator within 45 days of receipt of the notice to arbitrate, either Party at any time thereafter, but prior to the determination being made by the Arbitrator, will have the right of recourse to the Court of Alberta having jurisdiction for determination of the dispute, and upon the commencement of any action for such purpose the jurisdiction of the Arbitrator with respect of such dispute will cease.

9) RELEASE AND HOLD HARMLESS

- 9.1 With the exception of negligence or willful breach of this Agreement, the Bylaw or the Act, the Participating Municipalities agree to release and hold harmless the Coordinator together with its Board of Directors, officers, employees, contractors, volunteers, and agents together with the Clerks and Board Members (collectively referred to as the "**Coordinator Parties**") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind that the Participating Municipalities may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by,

and/or arising as a direct or indirect result of or in connection with the performance or intended performance of the Coordinator Parties' obligations pursuant to the Act, Bylaw and this Agreement.

- 9.2 The provisions set forth in Section 9.1 will survive the expiration of the Term or the termination of this Agreement.

10) INSURANCE

10.1 Throughout the Term, each of the Participating Municipalities shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as an additional insured.

10.2 Throughout the Term, the Coordinator shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate; and
- b) General Liability insurance policy of not less than \$2,000,000 per occurrence.

11) FORCE MAJEURE

11.1 If a Participating Municipality or the Coordinator fail to meet their respective obligations hereunder within the respective time prescribed, and such failure is directly caused or materially contributed to by Force Majeure, such failure will be deemed not to be a breach of the obligations, provided that, in such event, the Participating Municipality or the Coordinator will use their commercially reasonable efforts to put themselves in a position to carry out their obligations hereunder as soon as reasonably possible, to the extent that it is within their power.

12) NOTICES

12.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- (a) personally, by delivering it to the Party on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. - 4:30 p.m. on a Business Day. Personally delivered notice shall be deemed received when actually delivered as aforesaid;
- (b) by telecopier, e-mail or by any other like electronic method by which a written or recorded message may be sent, directed to the Party upon whom

it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:

- i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
- ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or

- (c) by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received.

12.2 Notices shall be sent to the following addresses:

To the Participating Municipalities at the addresses set out in **Schedule "D"**.

To the Coordinator at:

PCPS
Unit B 4730, Ross Street
Red Deer AB T4N 1X2
Phone: (403)-343-3394
Email: pcps@pcps.ab.ca

13) SUCCESSORS

- 13.1 This Agreement will enure to the benefit of and be binding upon the Parties and the successors and assigns thereof.

14) ENTIRE AGREEMENT

- 14.1 This Agreement is the whole agreement between the Parties and replaces any prior Agreement existing between the Parties.
- 14.2 This Agreement may not be modified, changed, amended or waived except by signed written agreement of the Parties.

15) UNENFORCEABILITY

- 15.1 If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to be severed from the remainder of the Agreement, and the remainder of the Agreement will be enforceable.

16) ASSIGNMENT

- 16.1 This Agreement will not be assignable by any Participating Municipality or the Coordinator to any other person, agency, firm or corporation without the prior written consent of the other Parties.

17) COUNTERPART AND ELECTRONIC SIGNATURES

17.1 This Agreement may be executed in any number of counterparts by the Parties. All counterparts so executed will be the same effect as if all Parties actually had joined in executing one and the same document. Any faxed or electronic (pdf) copy of a signature will be deemed to be an original signature.

The Parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

PARKLAND COMMUNITY PLANNING SERVICES

Print Name

Signature

Print Name

Signature

TOWN OF BLACKFALDS

Print Name

Signature

Print Name

Signature

SCHEDULE A – SAMPLE BYLAW

(municipality name)

(bylaw number)

Regional Intermunicipal Subdivision and Development Appeal Board Bylaw

Bylaw (number) of the (municipality), in the Province of Alberta, being a bylaw to authorize the (municipality) to enter into an agreement with one or more other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and to authorize the (municipality) entering into an agreement with Parkland Community Planning Services (PCPS) for the provision of intermunicipal subdivision and development appeal board services.

WHEREAS the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended (the “**Act**”) allows a municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board;

AND WHEREAS the Council of the (municipality) considers it beneficial to enter into an agreement with certain other municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board and for the provision of subdivision and development appeal board services to be provided by Parkland Community Planning Services;

NOW THEREFORE the Council of the (municipality) duly assembled enacts as follows:

Short Title

- 1) The short title of this bylaw shall be the “Regional SDAB Bylaw.”

Definitions

- 2) Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in the *Municipal Government Act*.
- 3) In this Bylaw, the following terms shall have the meanings shown:

“**Act**” means *the Municipal Government Act*, RSA 2000, Chapter M-26 as amended from time to time, together with all Regulations passed thereunder;

“**Administrative Committee**” means that committee established pursuant to this Bylaw;

“**Administrator**” means the individual appointed as Administrator for the purpose of the Agreement by the Coordinator;

“**Agreement**” means the Agreement to Establish the Regional Intermunicipal Subdivision and Development Appeal Board and to Provide for Regional Intermunicipal Subdivision and Development Board Services to be entered into between the Participating Municipalities and the Coordinator;

"Board Member" means a person appointed to the Regional Board;

"Clerk" means the person(s) appointed and qualified to carry out the functions of the clerk of the Regional Board in accordance with this Bylaw and the Act;

"Common Law Bias" means a situation where a Board Member's personal or private interests may or may be perceived as influencing the Board Member on a matter before the Regional Board including but not limited to: direct or indirect Pecuniary Interest, pre-judgment, closed mindedness, undue influence, relationship with any of the parties involved in the matter including family members, close friends and business associates;

"Conflict of Interest" means both Common Law Bias and Pecuniary Interest;

"Coordinator" means the Parkland Community Planning Services;

"Designated Officer" has the same meaning as in the Act;

"Development Authority" has the same meaning as in the Act;

"Municipal Planning Commission" has the same meaning as in the Act;

"Municipality" means the municipal corporation of (insert name of municipality) together with its jurisdictional boundaries, as the context requires;

"Panel" means a panel of the Regional Board consisting of either three (3) or (five) Board Members;

"Participating Municipality(ies)" means the municipalities which are parties to the Agreement;

"Pecuniary Interest" has the same meaning as prescribed in Part 5, Division 9 of the Act;

"Presiding Officer" means that Board Member who is chairing a Regional Board or Panel meeting;

"Regional Board" means the Regional Intermunicipal Subdivision and Development Appeal Board established pursuant to the Agreement and this Bylaw;

"Resident" means an individual who lives in a Participating Municipality on a daily and permanent basis and whose primary residence is located within a Participating Municipality;

"Subdivision Authority" has the same meaning as in the Act; and

"Subdivision and Development Appeal Board" has the same meaning as in the Act.

Establishment of the Regional Board and Composition

- 4) The Municipality is hereby authorized to enter into the Agreement with the Participating Municipalities to establish the Regional Intermunicipal Subdivision and Development Appeal Board for the purpose of exercising the functions of the Subdivision and Development Appeal Board in accordance with the Act and for the provision of Regional

Intermunicipal Subdivision and Development Appeal Board services by Parkland Community Planning Services.

- 5) The Regional Intermunicipal Subdivision and Development Appeal Board is hereby established and authorized to exercise the functions of the Subdivision and Development Appeal Board for the Municipality in accordance with the Act.
- 6) The Regional Board shall be composed of a minimum of five (5) Board Members and a maximum of twelve (12) Board Members.
- 7) It is preferred, but not required, that one Member who is a resident of the Participating Municipality be appointed from each Participating Municipality.

Powers and Duties of Board

- 8) The Regional Board shall hear and decide upon appeals made with respect to a decision made by the Subdivision Authority and the failure or refusal to make a decision by the Subdivision Authority in accordance with the Act.
- 9) The Regional Board shall hear and decide upon appeals made against a decision or order made by the Development Authority and the failure or refusal to make a decision by the Development Authority in accordance with the Act.

Administrative Committee

- 10) The Administrative Committee is hereby established.
- 11) The Administrative Committee shall consist of all the Participating Municipalities' Chief Administrative Officers or their respective designates.
- 12) The Administrator or his/her designate shall be a non-voting member of the Administrative Committee.
- 13) The Administrative Committee is hereby delegated the authorization and power to appoint Board Members in accordance with this Bylaw.
- 14) The Administrative Committee's functions, powers and duties are as follows:
 - a) subject to this Bylaw, establish qualifications and expectations for Board Members;
 - b) appoint Members to the Regional Board who meet the qualifications of a Board Member as specified in this Bylaw and as may be established by the Administrative Committee from time to time;
 - c) develop policies and procedures governing hearings, conduct of Board Members and other Regional Board matters;
 - d) evaluate Board Member performance to identify areas where additional training may be required and prepare reports regarding performance and re-appointment of Board Members, as may be required;
 - e) ensure Board Members are provided with adequate mentoring and training to effectively fulfil their role;

- f) establish rates of remuneration and expenses for Board Members;
 - g) remove and replace Board Members as deemed necessary by the Administrative Committee in accordance with this Bylaw; and
 - h) act as a liaison between Participating Municipalities and the Coordinator.
- 15) The Administrative Committee shall meet on at least an annual basis and as often as deemed necessary by the Administrative Committee or as may be reasonably requested by the Coordinator.
- 16) The Administrative Committee shall conduct its meetings in accordance with the Act and may develop its own meeting procedure rules as it deems appropriate from time to time.
- 17) Quorum for a meeting of the Administrative Committee shall be five (5) Chief Administrative Officers or their respective designates together with the Administrator or his/her designate.
- 18) Decisions of the Administrative Committee shall be determined by a simple majority vote of those Chief Administrative Officers or their designate present at the meeting.

Board Members

- 19) A Board Member shall not include:
- a) an employee of any Participating Municipality,
 - b) a member of any Municipal Planning Commission, or
 - c) any person who carries out Subdivision or Development Authority powers, duties or functions on behalf of any Participating Municipality.
- 20) Board Members shall be not less than 18 years of age and it is preferred, but not required, that Board Members be a Resident of a Participating Municipality.
- 21) At least 50% of the Board Members shall be Residents of a Participating Municipality

Terms of Board Member Appointment

- 22) All Board Members shall be appointed for a two (2) or three (3) year term, at the discretion of the Administrative Committee, for the purpose of establishing a staggered expiration of terms amongst the Board Members.
- 23) The Administrative Committee may re-appoint a Board Member at the expiration of his/her term.
- 24) A Board Member may resign from the Regional Board at any time by providing written notice to the Administrator to that effect.
- 25) The Administrative Committee may remove a Board Member at any time if:

- a) in the opinion of the Administrative Committee, a Board Member is not performing his/her duties in accordance with the Act, this Bylaw or the rules of natural justice,
 - b) a Board Member is absent for more than three (3) consecutive meetings of a Panel to which he/she has been assigned without reasonable cause, or
 - c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.
- 26) Notwithstanding any vacancy in the membership of the Regional Board, the remaining Board Members may exercise and perform the powers and duties of the Regional Board.
- 27) In the event that a vacancy occurs on the Regional Board with more than one (1) year left in the that Board Member's term, the Administrative Committee shall appoint a replacement Board Member within six (6) months of the notice of the vacancy and the person so appointed to fill such vacancy shall hold office for the balance of the period that his/her predecessor would have held the position of Board Member.
- 28) Upon being appointed as a Board Member, an individual must successfully complete the training as prescribed by the Act prior to participating in a Regional Board appeal hearing.

Appointment and Duties of Chair and Vice-Chair of the Regional Board

- 29) At its organizational meeting held in any calendar year, the Regional Board shall appoint a Chair and Vice-Chair from amongst the Board Members.
- 30) The Chair and Vice-Chair shall hold office for a period of two (2) years from the date of appointment.
- 31) The Chair, and in his/her absence, the Vice-Chair, shall:
- a) preside at meetings of the Regional Board; and
 - b) serve as the Presiding Officer for a Panel hearing an appeal if the Chair or Vice-Chair is assigned to hear the appeal.
- 32) In the absence of the Chair or Vice-Chair, the Board Members of every Panel hearing an appeal shall select a Presiding Officer from among themselves who shall:
- a) preside over and be responsible for the conduct of the hearing;
 - b) vote on matters submitted to the Panel unless disqualified to do so; and
 - c) sign orders, decisions and documents issued by the Regional Board.

Authorization of Appointment of the Clerk to the Regional Board

- 33) The position of Clerk of the Regional Board is hereby established to carry out the powers, duties and functions of a Designated Officer of the Municipality which shall be the powers, duties and functions of a Clerk prescribed by the Act.
- 34) The Administrator is hereby appointed into the position of Clerk to the Regional Board.
- 35) The Administrator is hereby authorized to appoint one or more Clerks of the Regional Board.

Clerk of the Regional Board

- 36) The Clerk of the Regional Board shall provide administrative and logistical support to the Regional Board in accordance with the Act and shall:
 - a) not have a vote in any proceedings of the Regional Board;
 - b) give at least five (5) days written notice of a hearing of an appeal to:
 - i) in the case of an appeal against an order, decision or a failure to make a decision by a development authority, the parties indicated in the Act; and
 - ii) in the case of an appeal against a decision or a failure to make a decision by the subdivision authority, the parties indicated in the Act;
 - c) notify Board Members of the meetings of the Regional Board, including hearings;
 - d) prepare and maintain a file of written minutes of the business transacted at all meetings, including hearings, of the Regional Board;
 - e) for each Regional Board appeal hearing, record and issue a decision of the Regional Board and its findings, with reasons, to all affected parties in accordance with the Act;
 - f) obtain legal counsel to advise the Regional Board when required;
 - g) be authorized to sign on behalf of the Regional Board any order, decision, approval, notice, or any other thing made, given or issued by the Regional Board; and
 - h) undertake such other duties as the Regional Board may require.

Filing an Appeal

- 37) A party may appeal to the Regional Board in accordance with the Act.
- 38) A notice of appeal is deemed to be filed with the Regional Board on the date that all information requirements related to a notice of appeal prescribed in the Act and the applicable appeal fee are received by the Clerk within the time period for filing a notice of appeal prescribed in the Act.

Establishment of Board Panels for Individual Hearings

- 39) Where a matter has been appealed to the Regional Board, the following Panels may be established at the discretion of the Administrator in consultation with the Chief Administrative Officer of the Participating Municipality in which the appeal was filed:
 - a) a Panel consisting of three (3) Board Members; or
 - b) a Panel consisting of five (5) Board Members.
- 40) Board Members from one (1) municipality may not form the majority of any Panel hearing an appeal.
- 41) It is preferred, but not required, that a Board Member appointed from a Participating Municipality sit on the Panel hearing an appeal involving that Participating Municipality.
- 42) A Panel shall not have more than one Board Member who is a councillor.
- 43) A decision of a Panel is the decision of the entire Regional Board.

Appeal Hearings

- 44) Within thirty (30) days of receiving written notice of an appeal that is filed in accordance with the provisions of the Act, the Regional Board shall hold a public hearing to hear an appeal from:
 - a) a decision of a Subdivision Authority or Development Authority;
 - b) a Subdivision Authority or Development Authority's refusal or failure to make a decision within the time allowed for a decision established in the Act; or
 - c) an order issued by a Development Authority.
- 45) The hearings of the Regional Board shall be in public, but the Regional Board may at any time recess and deliberate and make its decisions in private.
- 46) The Regional Board shall hear all those persons from whom it is required to hear by the applicable provisions of the Act.
- 47) A request for adjournment of a hearing may be granted at the discretion of the Regional Board, but any adjournment must be to a specific time and date.
- 48) The Regional Board may adjourn an appeal hearing to a specific time and date upon its own volition to request technical information, legal opinions, or other information desired by the Regional Board.
- 49) Upon conclusion of a hearing, the Regional Board shall deliberate and reach its decision in private and in doing so shall determine an appeal in accordance with the provisions of the Act.

- 50) Audio and/or video recordings of hearings may be made by the Clerk. No other recordings of appeal hearings shall be permitted. Recordings of appeal hearings, if made, shall be retained for at least six (6) months following the adjournment of the hearing and after that time may be destroyed subject to legal and/or legislative requirements.

Quorum and Voting at Hearings

- 51) A quorum of the Regional Board shall be as follows:
- a. two (2) Board Members for a panel of the Regional Board consisting of three (3) Board Members; and
 - b. three (3) Board Members for a panel of the Regional Board consisting of five (5) Board Members.
- 52) All Board Members must vote on all matters before the Regional Board unless a Board Member declares a Conflict of Interest.
- 53) Where a Board Member of a Panel hearing an appeal absents declares a Conflict of Interest, the Clerk may appoint a replacement Board Member to the Panel.
- 54) Only those Board Members present at the entire hearing of an appeal shall be able to vote on the appeal, provided those Board Members voting form a quorum.
- 55) The majority vote of those Board Members present and voting constitutes the decision of the Panel and Regional Board.
- 56) In the event of a tie vote, the appeal shall be deemed to be denied.

Rules of Order

- 57) The Regional Board shall conduct appeal hearings in accordance with:
- a) the provisions of the Act and related Regulations;
 - b) the principles of natural justice and procedural fairness; and
 - c) the policies and procedures established by the Administrative Committee.

Conflict of Interest

- 58) Where a Board Member is of the opinion that he/she may have a Conflict of Interest in respect of a matter before the Board, the Board Member shall absent him/herself from the Regional Board proceedings while that matter is being discussed. Prior to leaving the meeting, the Board Member shall:
- a) declare that he/she has a Conflict of Interest; and
 - b) describe in general terms the nature of the Conflict of Interest.

- 59) All Board Members are bound to adhere to and comply with the Pecuniary Interest provisions of the Act.
- 60) The Clerk shall cause a record to be made in the hearing minutes of the Board Member's absence and reasons for it.

Notice of Decisions and Record of Hearing

- 61) After the conclusion of an appeal hearing, the Clerk shall:
- a) under the direction of the Presiding Officer, prepare the decision or order of the Regional Board and the reasons for the decision in compliance with the Act; and
 - b) arrange for the order or decision of the Regional Board to be signed and distributed in accordance with the requirements of the Act.
- 62) The Regional Board shall issue its decision in writing, together with reasons for the decision, within fifteen (15) days of the conclusion of a hearing.
- 63) A decision of the Regional Board is not final until notification of the decision is issued in writing.
- 64) The Clerk shall maintain a record of the appeal hearing in accordance with the Act.

Subdivision Endorsement

- 65) If a Subdivision Authority fails or refuses to endorse a plan of subdivision or other instrument as approved by the Regional Board on appeal, the Presiding Officer of the Panel that heard the appeal, or in his/her absence any other Board Member of the Panel that heard the appeal is authorized to endorse the subdivision instrument.

Number and Gender References

- 66) All references in this Bylaw shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or a female person, or a corporation or a partnership.

Severability

- 67) Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

Transition and Effective Date

- 68) Bylaw (insert number of current SDAB bylaw) is hereby repealed.
- 69) This Bylaw shall come into force and effect when it has received third reading and has been duly signed.

Read a first time this ____ day of _____, ____.

Read a second time this ____ day of _____, ____.

Read a third time this ____ day of _____, ____.

Signed and passed this ____ day of _____, ____.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DRAFT

SCHEDULE B – SERVICE OPTIONS

In response to the varying needs and capabilities of Participating Municipalities, two different service packages/levels are available:

- **Service Package A** focuses on the organization and training of a qualified pool of Board Members that is shared by Participating Municipalities.
- **Service Package B** focuses on sharing the administrative arrangements for receiving notices of appeal, coordinating and holding appeals and issuing decisions through a qualified pool of Clerks that provide support to the Regional Board.

A. Service Package A – Shared Pool of Board Members

- The Participating Municipalities share in the recruiting and organizing of a pool of twelve (12) Board Members available to sit on Panels to hear appeals
- The Participating Municipalities share in the cost of training and certification of twelve (12) Board Members

Services include:

- Assistance with recruiting and selection of Board Members in accordance with the Agreement and the Bylaw
- Arranging for and providing training of Board Members in accordance with the Act
- Reporting Board Member training to Alberta Municipal Affairs in accordance with the Act
- Organizing the general orientation and organizational meetings of the Regional Board

Exclusions to Services:

- Municipalities participating in only **Service Package A** are required to provide and train their own Clerks and provide all administrative support required for the Regional Board hearing an appeal, in accordance with the Act, at the municipality's sole cost and expense.
- Municipalities participating in only **Service Package A** are required to pay Board Member per diems and expenses directly to the Board Members assigned to an appeal in accordance with the rates outlined in **Schedule C**.
- The provision of services directly related to holding an appeal on a particular matter is not included in **Service Package A** or **Service Package B**. These services are subject to additional fees in accordance with **Schedule C**.

B. Service Package B – Shared Administration and Clerks (Only as “Add- On” to Service Package A)

- **Service Package B** is only available as an “add-on” to **Service Package A**.
- All services included in **Service Package A**
- The Participating Municipalities share in the administrative costs to have a system in place to process all appeal hearings and making arrangements for hearing appeals in accordance with the Act.
- The Participating Municipalities share in the cost of training and certification of four (4) Clerks (2 planners and 2 non-planner) in accordance with the Act.

Services included:

- Arranging for and providing for training of Clerks in accordance with the Act
- Reporting Clerk training to Alberta Municipal Affairs in accordance with the Act
- General administration of policies, procedures and information brochures

Exclusions to Services:

- The provision of services directly related to holding an appeal on a particular matter is not included in **Service Package A** or **Service Package B**. These services are subject to additional fees in accordance with **Schedule C**.

C. Services Related to Holding an Appeal for Additional Fees (Rates set out in Schedule C)

The following will be offered by the Coordinator where the Coordinator provides the Clerk and administrative support for a specific hearing:

- Receive notice of appeal, collect and remit fee to the Participating Municipality and determine whether filing timelines have been met
- Notify Participating Municipality of appeal
- Coordinate a Panel of not less than three (3) Board members and, at the option of the Participating Municipality, five (5) Board Members
- Schedule hearing date with appellant(s), respondent(s), Participating Municipality and Board Members forming the Panel within 30 days from the date of receipt of the notice of appeal
- Coordinate the hearing venue with the Participating Municipality
- Prepare appeal agenda package and arrange for distribution
- Prepare and send out notice of appeal in accordance with the Act and arrange for posting with Participating Municipality
- Make all relevant documents and materials respecting the appeal available for public inspection electronically on the Coordinator's website and at the Coordinator's office
- Attend hearing and assist Presiding Officer with conduct of hearing
- Prepare record of proceedings
- Attend and assist Panel with deliberations and preparation of decision
- Distribution of decision to affected parties

D. Services Related to a Leave to Appeal Application to the Court of Appeal or a Court of Appeal Merit Hearing for Additional Fees (Rates set out in Schedule C)

The following services will be provided by the Coordinator where the Coordinator provided the Clerk and administrative support for a specific Regional Board appeal hearing and the Regional Board's decision on that appeal is the subject of a leave to appeal application to or merit hearing at the Court of Appeal:

- a) coordinate legal counsel to represent the Regional Board in consultation with the Chief Administrative Officer of the Subject Participating Municipality, and
- b) coordinate the preparation and filing of the Regional Board hearing Record with the Court of Appeal as well as any other matters that may be requested or required to support the Regional Board's response to the leave to appeal application or merit hearing.

E. Other Service Offerings

The Coordinator may provide other services at such rates as the Parties may mutually agree to from time to time.

SCHEDULE C – SERVICE FEES AND OTHER FEES

1. **ANNUAL SERVICE FEE:** (Participating Municipality must confirm in writing which Service Package is being chosen at time of Annual Service Fee payment)

SERVICE PACKAGE A: \$300.00

SERVICE PACKAGE B: \$180.00

2. **ADDITIONAL FEES:**

- a. Clerk services provided by a planner will be charged at a rate of \$150/hour and Clerk services provided by a non-planner will be charged at a rate of \$70/hour.
- b. Administrative support services to the Regional Board and Clerk will be charged at a rate of \$70/hour.
- c. Court of Appeal fees: where the Coordinator is providing services relating to a leave to appeal application to or merit hearing at the Court of Appeal, these services will be charged at the rate of \$150/hr where the service is performed by a planner and at a rate of \$70/hr where the service is performed by a non-planner.
- d. Withdrawn Appeals: in instances where an appeal is filed and then withdrawn; the Participating Municipality will be obligated to pay the hourly rates for the effort put into the file.
- e. Board Member Per Diems: in instances where an appeal proceeds to a hearing; the Participating Municipality will be obligated to pay Board Member Per Diems in accordance with the following:

Up to 4 hours	Over 4 Hours
\$150	\$300

- f. Meals and Expenses: will be charged to the Participating Municipality in accordance with policies and procedures prescribed by the Coordinator.
- g. Office/Print Supplies: will be charged to the Participating Municipality on a cost recovery basis.
- h. Legal Services: will be charged to the Participating Municipality on a cost recovery basis.
- i. Audio, Digital Recording and Transcript Services: will be charged to the Participating Municipality on a cost recovery basis.
- j. Venue booking fees, rates and charges will be charged to the Participating Municipality on a cost recovery basis.

SCHEDULE "D"

PARTICIPATING MUNICIPALITIES CONTACT INFORMATION

**Town of Blackfalds
PO Box 750
4901 – 50 Avenue
Blackfalds, AB
T0C 0V0**

DRAFT

MEETING DATE: October 17, 2022

PREPARED BY: Rick Kreklewich, Director of Community Services

PRESENTED BY: Rick Kreklewich, Director of Community Services
Carol Simpson, Abbey Centre General Manager

SUBJECT: **Bylaw 1273.22 – Schedule “C” – Community Services Facilities Fee Schedule**

BACKGROUND

The last amendment to Schedule “C” Community Services Facilities Fee to Bylaw 1053/07 was passed in 2019, under Bylaw 1240/19.

Generally, every two years Community Services reviews rates and fees for recreation facilities and provides any changes to the RCP Board and onto Council for approval. The last review took place in 2019 for implementation in 2020. Most of the changes that took place at that time were related to facility rental fees. We decided not to make any changes to the rates and fees in 2021 due to the Covid pandemic. Typically, when changes are made to the rates and fees, they come into effect in January of the following year with the exception of arena fees which come into effect the following season (which is now in August).

DISCUSSION

The rates and fees were discussed at both the September 7th and October 5th RCP Board Meeting. We discussed our recreation rates and fees in detail and determined areas where we believed we could make adjustments. The changes (shown in red) have been placed into the attached document for you to review. It was mentioned at the last RCP Board Meeting that we consider reviewing rates and fees again next year instead of every second year.

ADMINISTRATIVE RECOMMENDATION

- | |
|--|
| <ol style="list-style-type: none">1. That the Standing Committee of Council recommend to Council to consider first and second reading to Bylaw 1273.22 - Schedule “C” – Community Services Facilities Fee Schedule that will amend and form part of Bylaw 1053/07. |
|--|

ALTERNATIVES

- a) That the Standing Committee of Council support Bylaw 1273.22 - Schedule “C” – Community Services Facilities Fee Schedule that will form part of Bylaw 1053/07 as revised.
- b) That the Standing Committee of Council refer this item back to Administration for more information.

ATTACHMENTS

- *Draft Bylaw 1273.22 - Schedule "C" – Community Services Facilities Fee Schedule*
- *Bylaw 1240/19 - Schedule "C" – Community Services Facilities Fee Schedule*
- *Bylaw 1053/07 – Rate Bylaw*

APPROVALS



CAO Myron Thompson



Department Director/Author

BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO AMEND THE RATE BYLAW 1053/07 TO CHARGE FOR VARIOUS GOODS AND SERVICES PROVIDED BY THE TOWN OF BLACKFALDS

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the Municipal Government Act being chapter M-26.1 of the Revised Statutes of Alberta 2000 and amendments thereto, to provide for amendments to Bylaw 1053/07 known as the Rate Bylaw of the Town of Blackfalds.

WHEREAS the Municipal Council deem it necessary and expedient to amend Bylaw 1053/07.

NOW THEREFORE the Municipal Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts as follows:

THAT Bylaw 1053/07 Schedule "C" – Community Services Facilities Fee Schedule is hereby amended by this Bylaw.

THAT Bylaw 1240/19 is hereby rescinded.

PART 1 - TITLE

1.1 That this Bylaw shall be cited as the "**Schedule "C" – Community Services Facilities Fee Schedule**"

PART 2 - DATE OF FORCE

3.1. That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the first time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

READ for the second time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

READ for the third and final time this _____ day of _____, A.D. 20__.

(RES.)

MAYOR JAMIE HOOVER

CAO MYRON THOMPSON

Schedule "C" – Community Services Facilities Fee Schedule

FACILITY - COMMUNITY CENTRE	2020-2022 Local	2020-2022 Non-local	2020-2022 Local Non-Profit	Notes	2020-2022 Local	2020-2022 Non-Local	2020-2022 Local Non-Profit
Main Hall							
Hourly Rental Rate	\$ 62.00	\$ 74.40	\$ 37.20	\$25 more than the Banquet Rm. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 62.00	\$ 74.40	\$ 37.20
Daily Rental Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 496.00	\$ 595.20	\$ 297.60
Partial Weekend Rate	\$ 744.00	\$ 892.80	\$ 446.40		\$ 744.00	\$ 892.80	\$ 446.40
Full Weekend Rate	\$ 868.00	\$ 1,041.60	\$ 520.80		\$ 868.00	\$ 1,041.60	\$ 520.80
Multipurpose Room							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	Comparable to Banquet Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 41.50	\$ 49.80	\$ 24.90
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 332.00	\$ 398.40	\$ 199.20
Partial Weekend Rate	\$ 498.00	\$ 597.60	\$ 298.80		\$ 498.00	\$ 597.60	\$ 298.80
Full Weekend Rate	\$ 581.00	\$ 697.20	\$ 348.60		\$ 581.00	\$ 697.20	\$ 348.60
Main Hall & Multipurpose Room							
Hourly Rental Rate	\$ 77.00	\$ 92.40	\$ 46.20	Hourly Rate, Daily Rate and Weekend Rate is 1.25 x Main Hall rates. Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.	\$ 77.00	\$ 92.40	\$ 46.20
Daily Rental Rate	\$ 616.00	\$ 739.20	\$ 369.60		\$ 616.00	\$ 739.20	\$ 369.60
Partial Weekend Rate	\$ 924.00	\$ 1,108.80	\$ 554.40		\$ 924.00	\$ 1,108.80	\$ 554.40
Full Weekend Rate	\$ 1,078.00	\$ 1,293.60	\$ 646.80		\$ 1,078.00	\$ 1,293.60	\$ 646.80
Meeting Room							
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60	Comparable to Program Room, Performance Room and Fitness Studio ²	\$ 31.00	\$ 37.20	\$ 18.60
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 248.00	\$ 297.60	\$ 148.80
Full Weekend Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 496.00	\$ 595.20	\$ 297.60

FACILITY - EAGLE BUILDERS CENTRE	2020-2022	2020-2022	2020-2022	Notes	2020-2022	2020-2022	2020-2022
	Local	Non-local	Local Non-Profit		Local	Non-Local	Local Non-Profit
Banquet Room							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	Comparable to Multipurpose Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 41.50	\$ 49.80	\$ 24.90
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 332.00	\$ 398.40	\$ 199.20
Partial Weekend Rate	\$ 498.00	\$ 597.60	\$ 298.80		\$ 498.00	\$ 597.60	\$ 298.80
Full Weekend Rate	\$ 581.00	\$ 697.20	\$ 348.60		\$ 581.00	\$ 697.20	\$ 348.60
Performance Room							
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60	Comparable to Program Room, Community Centre Meeting Room and Fitness Studio 2	\$ 31.00	\$ 37.20	\$ 18.60
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 248.00	\$ 297.60	\$ 148.80
Full Weekend Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 496.00	\$ 595.20	\$ 297.60
Ag. Room							
Hourly Rental Rate	\$ 26.00	\$ 31.20	\$ 15.60	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 26.00	\$ 31.20	\$ 15.60
Daily Rental Rate	\$ 208.00	\$ 249.60	\$ 124.80		\$ 208.00	\$ 249.60	\$ 124.80
Full Weekend Rate	\$ 416.00	\$ 499.20	\$ 249.60		\$ 416.00	\$ 499.20	\$ 249.60
Ice Rate							
Hourly Rental Rate	\$ 180.00	\$ 216.00	\$ 108.00	Local = Base Rate, Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.	\$ 165.00	\$ 198.00	\$ 99.00
Tournament Rate	\$ 153.00	n/a	n/a		\$ 165.00	n/a	n/a
Junior Hockey Rate	\$ 153.00	n/a	n/a	0.85 x the local base rate	\$ 140.25	n/a	n/a
Non-Prime Rate (8 am to 2 pm)	\$ 72.00	n/a	n/a	0.4 x the local base rate	n/a	n/a	n/a
Dry Floor Arena							
Hourly Rental Rate	\$ 82.50	\$ 99.00	\$ 49.50	Comparable to 2/3 of Field House. Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 80.00	\$ 96.00	\$ 48.00
Daily Rental Rate	\$ 660.00	\$ 792.00	\$ 396.00		\$ 640.00	\$ 768.00	\$ 384.00
Full Weekend Rate	\$ 1,320.00	\$ 1,584.00	\$ 792.00		\$ 1,280.00	\$ 1,536.00	\$ 768.00

FACILITY - ALL STAR PARK/COM. GARDEN	2020-2022 Local	2020-2022 Non-local	2020-2022 Local Non-Profit	Notes	2020-2022 Local	2020-2022 Non-Local	2020-2022 Local Non-Profit
Ball Diamonds							
Hourly Rental Rate	\$ 15.50	\$ 18.60	\$ 9.30	Local = Base Rate, Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate. Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate x 3 diamonds.	\$ 15.00	\$ 18.00	\$ 9.00
Daily Rental Rate per Diamond	\$ 124.00	\$ 148.80	\$ 74.40		\$ 120.00	\$ 144.00	\$ 72.00
Full Weekend Rate	\$ 744.00	\$ 892.80	\$ 446.40		\$ 720.00	\$ 864.00	\$ 432.00
Extended Weekend Rate	\$ 1,116.00	\$ 1,339.20	\$ 669.60		\$ 1,080.00	\$ 1,296.00	\$ 648.00
Concession Day Rate	\$ 82.50	\$ 99.00	\$ 49.50		\$ 80.00	\$ 96.00	\$ 48.00
Concession Weekend Rate	\$ 247.50	\$ 297.00	\$ 148.50		\$ 240.00	\$ 288.00	\$ 144.00
Campground - Tenting	\$ 10.00				No change from the previous rates		
Campground - Trailer	\$ 20.00						
Soccer Pitches							
Hourly Rental Rate	\$ 15.50	\$ 18.60	\$ 9.30	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate x 1.5 pitches.	\$ 15.00	\$ 18.00	\$ 9.00
Daily Rental Rate	\$ 124.00	\$ 148.80	\$ 74.40		\$ 120.00	\$ 144.00	\$ 72.00
Full Weekend Rate	\$ 372.00	\$ 446.40	\$ 223.20		\$ 360.00	\$ 432.00	\$ 216.00
Minor Baseball/Soccer Player Fee	\$ 11.00	per registered player			\$ 10.50		
Community Garden							
Large Garden	\$ 30.00	per garden plot			\$ 30.00		
Small Garden	\$ 15.00	per garden plot			\$ 20.00		

FACILITY - ABBEY CENTRE	2020-2022 Local	2020-2022 Non-local	2020-2022 Local Non-Profit	Notes	2020-2022 Local	2020-2022 Non-Local	2020-2022 Local Non-Profit
Servus Program Room				Comparable to Community Centre Meeting Room, Performance Room and Fitness Studio 2			
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60		\$ 31.00	\$ 37.20	\$ 18.60
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 248.00	\$ 297.60	\$ 148.80
Full Weekend Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 496.00	\$ 595.20	\$ 297.60
Fitness Studio 1				\$5 more than Banquet Rm, \$10 more than Fitness Studio 2 & Program Rm.			
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90		\$ 41.50	\$ 49.80	\$ 24.90
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20	\$ 332.00	\$ 398.40	\$ 199.20	
Fitness Studio 2				Comparable to Community Centre Meeting Room, Performance Room and Servus Program Room			
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60		\$ 31.00	\$ 37.20	\$ 18.60
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 248.00	\$ 297.60	\$ 148.80
Full Weekend Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 496.00	\$ 595.20	\$ 297.60
1/3 Field House Gym				Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.			
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90		\$ 41.50	\$ 49.80	\$ 24.90
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 332.00	\$ 398.40	\$ 199.20
Full Weekend Rate	\$ 664.00	\$ 796.80	\$ 398.40		\$ 664.00	\$ 796.80	\$ 398.40
2/3 Field House Gym				Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.			
Hourly Rental Rate	\$ 82.50	\$ 99.00	\$ 49.50		\$ 82.50	\$ 99.00	\$ 49.50
Daily Rental Rate	\$ 660.00	\$ 792.00	\$ 396.00		\$ 660.00	\$ 792.00	\$ 396.00
Full Weekend Rate	\$ 1,320.00	\$ 1,584.00	\$ 792.00		\$ 1,320.00	\$ 1,584.00	\$ 792.00
Full-use Field House Gym				Day Rate is based on 1.25 x the 2/3 Field House. Weekend Rate = 2 x day rate.			
Daily Rental Rate	\$ 825.00	\$ 990.00	\$ 495.00		\$ 825.00	\$ 990.00	\$ 495.00
Partial Weekend Rate	\$ 1,072.50	\$ 1,287.00	\$ 643.50		\$ 1,072.50	\$ 1,287.00	\$ 643.50
Full Weekend Rate	\$ 1,650.00	\$ 1,980.00	\$ 990.00		\$ 1,650.00	\$ 1,980.00	\$ 990.00
Amphitheatre				Day Rate is based on 8 x the hourly rate. Weekend Rate = 2 x day rate.			
Hourly Rental Rate	\$ 21.00	\$ 25.20	\$ 12.60		\$ 21.00	\$ 25.20	\$ 12.60
Daily Rental Rate	\$ 168.00	\$ 201.60	\$ 100.80		\$ 168.00	\$ 201.60	\$ 100.80
Full Weekend Rate	\$ 336.00	\$ 403.20	\$ 201.60		\$ 336.00	\$ 403.20	\$ 201.60

ABBEY CENTRE MEMBERSHIP/ADMISSIONS

Single Admission	Rate	Notes	
Track	\$ 2.00		
Infant	FREE	Under 1	
Toddler	\$ 1.00	1 and 2	Added toddler rate and senior+ rate, redefined family to consist of a maximum of 5 family members of which, only up to 2 family members can be ages 18-74
Child	\$ 5.00	3 to 7	
Youth	\$ 5.50	8 to 12	
Teen	\$ 6.50	13 to 17	
Adult	\$ 9.00	18 to 59	
Senior	\$ 7.00	60+	
Senior+	FREE	75+	
Family	\$ 20.00	Max. of 5 family members in household (max 2 ages 18-74)	
Punch Passes	Rate	Notes	
Track	\$ 20.00	10 Admissions	No change from the previous rates
Toddler	\$ 9.00	New Rate	
Child	\$ 45.00	10 admissions for the price of 9 per age category.	
Youth	\$ 49.50		
Teen	\$ 58.50		
Adult	\$ 81.00		
Senior	\$ 63.00		
Family	\$ 180.00		
Monthly Memberships*	Rate	Notes	
Child	\$ 26.25	Equal to the price of 5.25 admissions per age category.	Rate was changed from 5 to 5.25 times the admission rate
Youth	\$ 28.88		
Teen	\$ 34.13		
Adult	\$ 47.25		
Senior	\$ 36.75		
Family	\$ 105.00		
Annual Memberships*	Rate	Notes	
Child	\$ 262.50	10 x the monthly membership rate per age category.	No change from the previous rates
Youth	\$ 288.75		
Teen	\$ 341.25		
Adult	\$ 472.50		
Senior	\$ 367.50		
Family	\$ 1,050.00		
Child Minding	Rate	Notes	
One Child (per half hour)	\$ 3.00	10 hour punch cards are based on 9 hours of use.	No change from the previous rates
Family (per half hour)	\$ 5.00		
One Child (10 hour punch pass)	\$ 54.00		
Family (10 hour punch pass)	\$ 90.00		

***Note:** When purchasing a monthly or annual family membership, an additional child, youth or teen can be added to the family at a discount of 50% from a regular, child, youth or teen membership of the same membership type.

DEFINITIONS

Local	Individuals who pay their taxes to either the Town of Blackfalds or Lacombe County
Non-Local	Individuals who do not pay their taxes to the Town of Blackfalds or Lacombe County
Local Non-Profit	Registered non-profit organizations based in Blackfalds or Lacombe County with a mailing address in either municipality, not including other Towns or Cities in Lacombe County

ADDITIONAL FEES/CHARGES

Lost Key	cost to re-key the building	No change from the previous rates
Lost Fob	\$25.00	
Damage Fee	\$50.00/hour plus supplies	
Clean Up Fee	\$75.00/hour	
Late Fee	\$50.00/half hour	
Damage Deposit up to	\$500.00	
Non-Refundable Booking Fee	\$300.00	
Com. Centre Stage Setup Fee	\$15/stage panel (max. 6 panels)	
Sound System Fee (Arena, Community Centre)	\$50.00	
Non-alcohol Event Damage Deposit	\$100.00 (excl. Abbey Centre)	
Alcohol Event Damage Deposit	\$500 (excl. Abbey Centre)	



TOWN OF BLACKFALDS
BY-LAW 1240/19

A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO AMEND THE RATE BYLAW 1053/07 TO CHARGE FOR VARIOUS GOODS AND SERVICES PROVIDED BY THE TOWN OF BLACKFALDS

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the Municipal Government Act being chapter M-26.1 of the Revised Statutes of Alberta 2000 and amendments thereto, to provide for amendments to Bylaw 1053/07 known as the Rate Bylaw of the Town of Blackfalds.

WHEREAS the Municipal Council deem it necessary and expedient to amend Bylaw 1053/07.

NOW THEREFORE the Municipal Council of the Town of Blackfalds, in the Province of Alberta, duly assembled, enacts as follows:

THAT Bylaw 1053/07 Schedule "C" – Community Services Facilities Fee Schedule is hereby amended by this Bylaw.

THAT Bylaw 1217/17 is hereby rescinded.

PART 1 – DATE OF FORCE

1. THAT this Bylaw shall come into full force and effect upon January 1, 2020.

READ for the first time this 12th day of NOVEMBER A.D., 2019.

(RES. 364 /19)

MAYOR RICHARD POOLE

CAO MYRON THOMPSON

READ for the second time this 12th day of NOVEMBER A.D., 2019.

(RES. 365 /19)

MAYOR RICHARD POOLE

CAO MYRON THOMPSON

READ for the third time this 26th day of NOVEMBER A.D., 2019.

(RES. 382 /19)

MAYOR RICHARD POOLE

CAO MYRON THOMPSON

FACILITY	Local	Non-local	Local Non-Profit	Notes	2018/19 Local	2018/19 Non-Local	2018/19 Local Non-Profit
Main Hall (Community Centre)							
Hourly Rental Rate	\$ 62.00	\$ 74.40	\$ 37.20	\$25 more than the Banquet Rm. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 60.00	\$ 72.00	\$ 36.00
Daily Rental Rate	\$ 496.00	\$ 595.20	\$ 297.60		\$ 480.00	\$ 690.00	\$ 288.00
Friday 6:00 pm to Sun. 2 am	\$ 744.00	\$ 892.80	\$ 446.40		\$ 720.00	\$ 900.00	\$ 432.00
Friday 6:00 pm to Sun. 12 pm	\$ 868.00	\$ 1,041.60	\$ 520.80		New extended weekend rate is 1.75 x the daily rate		
Multipurpose Room (Community Centre)							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	Comparable to Banquet Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 40.00	\$ 48.00	\$ 24.00
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 320.00	\$ 690.00	\$ 192.00
Friday 6:00 pm to Sun. 2 am	\$ 498.00	\$ 597.60	\$ 298.80		\$ 480.00	\$ 900.00	\$ 288.00
Friday 6:00 pm to Sun. 12 pm	\$ 581.00	\$ 697.20	\$ 348.60		New extended weekend rate is 1.75 x the daily rate		
Main Hall & Multipurpose Room (Community Centre)							
Hourly Rental Rate	\$ 77.00	\$ 92.40	\$ 46.20	Hourly Rate, Daily Rate and Weekend Rate is 1.25 x Main Hall rates. Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.	\$ 75.00	\$ 90.00	\$ 45.00
Daily Rental Rate	\$ 616.00	\$ 739.20	\$ 369.60		\$ 600.00	\$ 690.00	\$ 360.00
Friday 6:00 pm to Sun. 2 am	\$ 924.00	\$ 1,108.80	\$ 554.40		\$ 900.00	\$ 900.00	\$ 540.00
Friday 6:00 pm to Sun. 12 pm	\$ 1,078.00	\$ 1,293.60	\$ 646.80		New extended weekend rate is 1.75 x the daily rate		
Banquet Room (Multi-Plex)							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	Comparable to Multipurpose Room amount. Day Rate = to 8 x hourly. Weekend Rate = 1.5 x day rate.	\$ 40.00	\$ 48.00	\$ 24.00
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 320.00	\$ 384.00	\$ 192.00
Friday 6:00 pm to Sun. 2 am	\$ 498.00	\$ 597.60	\$ 298.80		\$ 480.00	\$ 576.00	\$ 288.00
Friday 6:00 pm to Sun. 12 pm	\$ 581.00	\$ 697.20	\$ 348.60		\$ 560.00	\$ 672.00	\$ 336.00
Ag. Room (Multi-Plex)							
Hourly Rental Rate	\$ 26.00	\$ 31.20	\$ 15.60	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 25.00	\$ 30.00	\$ 15.00
Daily Rental Rate	\$ 208.00	\$ 249.60	\$ 124.80		\$ 200.00	\$ 240.00	\$ 120.00
Friday 12:00 p.m. to Sun. 6:00 p.m.	\$ 416.00	\$ 499.20	\$ 249.60		\$ 400.00	\$ 480.00	\$ 240.00
Ice Rate							
Hourly Rental Rate	\$ 165.00	\$ 198.00	\$ 99.00	Local = Base Rate, Non-local = 1.2 x base rate, Local Non-profit = .6 x base rate.	\$ 160.00	\$ 192.00	\$ 96.00
Tournament Rate	\$ 165.00	n/a	n/a		\$ 165.00	n/a	n/a
Junior Hockey Rate	\$ 140.25	n/a	n/a	0.85 x the local base rate	\$ 136.00	n/a	n/a
Dry Floor Arena							
Hourly Rental Rate	\$ 82.50	\$ 99.00	\$ 49.50	Comparable to 2/3 of Field House. Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 80.00	\$ 96.00	\$ 48.00
Daily Rental Rate	\$ 660.00	\$ 792.00	\$ 396.00		\$ 640.00	\$ 768.00	\$ 384.00
Friday 12:00 p.m. to Sun. 6:00 p.m.	\$ 1,320.00	\$ 1,584.00	\$ 792.00		\$ 1,280.00	\$ 1,536.00	\$ 768.00
Ball Diamonds							
Hourly Rental Rate	\$ 15.50	\$ 18.60	\$ 9.30	Local = Base Rate, Non-local = 1.2 x base rate	\$ 15.00	\$ 18.00	\$ 9.00
Daily Rental Rate per Diamond	\$ 124.00	\$ 148.80	\$ 74.40		\$ 120.00	\$ 144.00	\$ 72.00

Friday 12:00 p.m. to Sun. 6:00 p.m.	\$ 744.00	\$ 892.80	\$ 446.40	Local = Base Rate, Non-Local = 1.2 x Base Rate, Local Non-profit = .6 x base rate. Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate x 3 diamonds.	\$ 720.00	\$ 864.00	\$ 432.00
Friday 12:00 p.m. to Mon. 6:00 p.m.	\$ 1,116.00	\$ 1,339.20	\$ 669.60		\$ 1,080.00	\$ 1,296.00	\$ 648.00
Concession Day Rate	\$ 82.50	\$ 99.00	\$ 49.50		\$ 80.00	\$ 96.00	\$ 48.00
Concession Weekend Rate	\$ 247.50	\$ 297.00	\$ 148.50		\$ 240.00	\$ 288.00	\$ 144.00
Campground - Tenting	\$ 10.00				No change from the 2018/19 rates		
Campground - Trailer	\$ 20.00						
Soccer Pitches							
Hourly Rental Rate	\$ 15.50	\$ 18.60	\$ 9.30	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate x 1.5 pitches.	\$ 15.00	\$ 18.00	\$ 9.00
Daily Rental Rate	\$ 124.00	\$ 148.80	\$ 74.40		\$ 120.00	\$ 144.00	\$ 72.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 372.00	\$ 446.40	\$ 223.20		\$ 360.00	\$ 432.00	\$ 216.00
Minor Baseball/Soccer Player Fee	\$ 10.50	per registered player					\$ 10.00
Community Garden	\$ 31.00	per garden plot					\$ 30.00

FACILITY	Local	Non-local	Local Non-Profit	Notes	2018/19 Local	2018/19 Non-Local	2018/19 Local Non-Profit
Servus Program Room (Abbey)							
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60	Comparable to Fitness Studio 2, \$5 more than the Ag. Rm.	\$ 30.00	\$ 36.00	\$ 18.00
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 240.00	\$ 288.00	\$ 144.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 496.00	\$ 595.20	\$ 297.60		\$ 480.00	\$ 576.00	\$ 288.00
Fitness Studio 1 (Abbey)							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	\$5 more than Banquet Rm, \$10 more than Fitness Studio 2 & Program Rm.	\$ 40.00	\$ 48.00	\$ 24.00
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 320.00	\$ 384.00	\$ 192.00
Fitness Studio 2 (Abbey)							
Hourly Rental Rate	\$ 31.00	\$ 37.20	\$ 18.60	Comparable to Program Room, \$5 more than the Ag. Rm.	\$ 30.00	\$ 36.00	\$ 18.00
Daily Rental Rate	\$ 248.00	\$ 297.60	\$ 148.80		\$ 240.00	\$ 288.00	\$ 144.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 496.00	\$ 595.20	\$ 297.60		\$ 480.00	\$ 576.00	\$ 288.00
1/3 Field House Gym (Abbey)							
Hourly Rental Rate	\$ 41.50	\$ 49.80	\$ 24.90	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 40.00	\$ 48.00	\$ 24.00
Daily Rental Rate	\$ 332.00	\$ 398.40	\$ 199.20		\$ 320.00	\$ 384.00	\$ 192.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 664.00	\$ 796.80	\$ 398.40		\$ 640.00	\$ 768.00	\$ 384.00
2/3 Field House Gym (Abbey)							
Hourly Rental Rate	\$ 82.50	\$ 99.00	\$ 49.50	Day Rate = to 8 x hourly. Weekend Rate = 2 x day rate.	\$ 80.00	\$ 96.00	\$ 48.00
Daily Rental Rate	\$ 660.00	\$ 792.00	\$ 396.00		\$ 640.00	\$ 768.00	\$ 384.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 1,320.00	\$ 1,584.00	\$ 792.00		\$ 1,280.00	\$ 1,536.00	\$ 768.00
Full-use Field House Gym (Abbey)							
Daily Rental Rate	\$ 825.00	\$ 990.00	\$ 495.00	Day Rate is based on 1.25 x the 2/3 Field House. Weekend Rate = 2 x day rate.	\$ 800.00	\$ 960.00	\$ 480.00
Friday 6:00 pm to Sat. 10 pm	\$ 1,072.50	\$ 1,287.00	\$ 643.50		New Fri/Sat Rate = 1.3 x the Daily Rate		

Friday 12:00 pm to Sun. 6:00 pm	\$ 1,650.00	\$ 1,980.00	\$ 990.00		\$ 1,600.00	\$ 1,920.00	\$ 960.00
Amphitheatre							
Hourly Rental Rate	\$ 21.00	\$ 25.20	\$ 12.60	Day Rate is based on 8 x the hourly rate.	\$ 20.00	\$ 24.00	\$ 12.00
Daily Rental Rate	\$ 168.00	\$ 201.60	\$ 100.80	Weekend Rate = 2 x day rate.	\$ 160.00	\$ 192.00	\$ 96.00
Friday 12:00 pm to Sun. 6:00 pm	\$ 336.00	\$ 403.20	\$ 201.60		\$ 320.00	\$ 384.00	\$ 192.00
Non-alcohol Event Damage Deposit	\$ 100.00	All facilities except for the Abbey Centre			No change from the 2018/19 rates		
Alcohol Event Damage Deposit	\$ 500.00	All facilities except for the Abbey Centre			Was \$300		



Town of Blackfalds Bylaw 1195/19
Community Services Facilities
Schedule C
Effective January 1, 2020

ABBEY CENTRE MEMBERSHIP/ADMISSIONS			
Single Admission	Rate	Notes	
Preschool (infants/toddlers)	FREE	2 and under	
Child	\$ 5.00	3 to 7	
Youth	\$ 5.50	8 to 12	
Teen	\$ 6.50	13 to 17	No change from the 2018/19 rates
Adult	\$ 9.00	18 to 59	
Senior	\$ 7.00	60+	
Family	\$ 20.00	2 adults, all kids ages 3 to 17 in household	
Punch Passes	Rate	Notes	
Child	\$ 45.00	10 admissions for the price of 9 per age category.	No change from the 2018/19 rates
Youth	\$ 49.50		
Teen	\$ 58.50		
Adult	\$ 81.00		
Senior	\$ 63.00		
Family	\$ 180.00		
Monthly Memberships	Rate	Notes	
Child	\$ 25.00		
Youth	\$ 27.50	Equal to the price	No change from the

Teen	\$ 32.50	Equal to the price of 5 admissions per age category.	No change from the 2018/19 rates
Adult	\$ 45.00		
Senior	\$ 35.00		
Family	\$ 100.00		
Annual Memberships	Rate	Notes	
Child	\$ 255.00	10.2 x the monthly membership rate per age category.	No change from the 2018/19 rates
Youth	\$ 280.50		
Teen	\$ 331.50		
Adult	\$ 459.00		
Senior	\$ 357.00		
Family	\$ 1,020.00		
Child Minding	Rate	Notes	
One Child (per half hour)	\$ 3.00	10 hour punch cards are based on 9 hours of use.	No change from the 2018/19 rates
Family (per half hour)	\$ 5.00		
One Child (10 hour punch pass)	\$ 54.00		
Family (10 hour punch pass)	\$ 90.00		

DEFINITIONS	
Local	Individuals who pay their taxes to either the Town of Blackfalds or Lacombe County
Non-Local	Individuals who do not pay their taxes to the Town of Blackfalds or Lacombe County
Local Non-Profit	Registered non-profit organizations based in Blackfalds or Lacombe County with a mailing address in either municipality, not including other Towns or Cities in Lacombe County

ADDITIONAL FEES/CHARGES		
Lost Key	cost to re-key the building	No change from the 2018/19 rates
Lost Fob	\$25.00	
Damage Fee	\$50.00/hour plus supplies	
Clean Up Fee	\$75.00/hour	Was \$50/hour
Late Fee	\$50.00/half hour	No change
Damage Deposit up to	\$500.00	Was \$300
Non-Refundable Booking Fee	\$300.00	
Com. Centre Stage Setup Fee	\$15/stage panel (max. 6 panels)	No change from the 2018/19 rates
Sound System Fee (Arena, Community Centre)	\$50.00	



TOWN OF BLACKFALDS
BY-LAW 1053/07

AMENDED BY
BY-LAW #
1083/09

A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO ESTABLISH RATES TO BE CHARGED FOR VARIOUS GOODS AND SERVICES PROVIDED BY THE TOWN OF BLACKFALDS

WHEREAS paragraph 8 of the Municipal Government Act Revised Statutes of Alberta 1994 and amendments thereto authorize a Municipality, by bylaw, to establish fees for licenses, permits and approvals, and

WHEREAS paragraph 61 (2) authorizes a municipality to charge fees, tolls and charges for the use its property, and

WHEREAS paragraph 481 authorizes a municipality to establish fees payable to a person wishing to make a complaint to the Assessment Review Board, and

WHEREAS paragraph 630.1 authorizes a municipality to establish fees for planning functions, and

WHEREAS paragraph 6 gives municipality natural persons powers, which imply the power to charge for, goods and services provided.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF BLACKFALDS, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SHORT TITLE

This Bylaw may be referred to as the **Rate Bylaw** of the Town of Blackfalds.

1. That the rates specified in the Schedules attached be charged for the goods and services specified.
2. That the Schedules attached to this bylaw may be modified and amended from time to time, as Council desires, by resolution of Council.

EFFECTIVE DATE

1. This Bylaw shall come into effect January 1, 2008.

READ for the first time this 13th November day of A.D., 2007.

(RES. 107) 443/07

Melodie Stol
Melodie Stol
Chief Elected Official

Corinne Newman
Corinne Newman
Chief Administrative Officer

READ for the second time this 13th November day of A.D., 2007.

(RES. 107) 446/07

Melodie Stol
Melodie Stol
Chief Elected Official

Corinne Newman
Corinne Newman
Chief Administrative Officer



TOWN OF BLACKFALDS
BY-LAW 1053/07

A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO
ESTABLISH RATES TO BE CHARGED FOR VARIOUS GOODS AND SERVICES
PROVIDED BY THE TOWN OF BLACKFALDS

READ for the third time this 27th day of November, 2007.

(RES. 107) 464/07



Melodie Stol
Chief Elected Official



Corinne Newman
Chief Administrative Officer

**TOWN OF BLACKFALDS
BY-LAW 1053/07**

SCHEDULE "A"

CORPORATE SERVICES FEES

PROPERTY INFORMATION

Tax Search/legal/civic	\$ 10.00
Tax Certificate	\$ 15.00
Lot Size	\$ 3.00
Zoning	\$ 2.00
Age	\$ 3.00
Assessment	\$ 2.00

(if order in combination all fees will apply)

Complete Property Information	
▪ legal/taxes/lot size/zoning Assessment/age	\$ 20.00

Legal Descriptions/Street Address	\$ 2.00
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ASSESSMENT APPEAL FEES

Assessment Appeals of land and buildings:

\$0-100,000	\$ 25.00
\$100,000 - \$250,000	\$ 50.00
\$250,000 – 1 million	\$100.00
1 million & over	\$200.00

If the Assessment Review Board rules in favour of the complainant, the fees paid by the complainant are refundable as per Section 481 (2) of the Municipal Government Act.

COPY FEES

Copy Charges

Black/White copies	- Twenty-five cents (.25) – single side
Black/White copies	- Thirty-two cents (.32) – double side
Color copies	- Fifty cents (.50) – single side
Color copies	- One dollar (\$1.00) – double side

Community Groups

Black/White	- first 100 copies free
	- Ten cents (.10) – single side
	- Twenty cents (.20) – double side
Color copies	- no free color copies
	- Twenty-five cents (.25) – single side
	- Fifty cents (.50) – double side

Charges for sizes larger than 8" x 11/8" x 14 will be determined on individual basis

Services not provided to the public

Faxing
Printing documents

<i>NSF CHARGES</i>	\$25.00 PER
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**TOWN OF BLACKFALDS
BY-LAW 1053/07**

SCHEDULE 'B'

PLANNING AND DEVELOPMENT FEES

DEVELOPMENT PERMIT FEES	Application Fees	MPC Review
Residential permits	\$50.00	+ \$50.00
<u>Multi-family</u> (Calculated by number of units)		
4-10 units	\$65.00	+ \$100.00
11-20	\$95.00	+ \$100.00
21-50	\$125.00	+ \$100.00
51 units and over	\$200.00	+ \$100.00
<u>Commercial</u>		
Building area based on less than:		
500 m ²	\$100.00	+ \$100.00
501 m ² – 2000 m ²	\$150.00	+ \$100.00
2001 m ² and over	\$200.00	+ \$100.00
<u>Industrial</u>		
Building area based on less than:		
500 m ²	\$100.00	+ \$100.00
501 m ² – 2000 m ²	\$150.00	+ \$100.00
2001 m ² – over	\$300.00	+ \$100.00
<u>Institutional</u>		
Under 500 m ²	\$100.00	+ \$100.00
Over 500 m ²	\$155.00	+ \$100.00
 SUBDIVISION FEES	 Application Fees	 Endorsement Fees
1 – 2 parcels	\$815.00	\$85.00 per parcel
3 – 5 parcels	\$1,075.00	\$85.00 per parcel
6 and more parcels	\$1,075.00 for the first 5 parcels and \$160.00 per parcel	\$85.00 per parcel
 STATUTORY DOCUMENT AMENDMENTS		
Land Use Bylaw	\$1000.00 including advertising costs	
Municipal Development Plan	\$1000.00 including advertising costs	
Area Structure Plan	\$1000.00 including advertising costs	
 AGREEMENTS		
Encroachment	\$100.00 plus legal fees	

**TOWN OF BLACKFALDS
BY-LAW 1053/07**

SCHEDULE "C"

COMMUNITY SERVICES FACILITIES

Facilities	Local & Lacombe/County Adult	Non Local Adult	Local Youth and Not for Profit	Lacombe and Lacombe County Youth	Commercial
<u>Community Hall</u>					
Per Day	\$322.00	\$501.00	\$177.00	\$257.00	\$564.00
Per hour (1-4 hrs)	\$32.00	\$38.00	\$18.00	\$25.00	\$43.00
<u>Banquet Room & Seniors Center</u>					
Per Day	\$220.00	\$264.00	\$121.00	\$176.00	\$297.00
Per hour	\$22.00	\$26.00	\$12.00	\$19.00	\$30.00
<u>Ag Room</u>					
Per hour	\$22.00	\$26.40	\$13.20	\$18.70	\$29.70
<u>Ice</u>					
Per Hour	\$120.00	N/A	\$72.00	\$102.00	\$162.00
Tournament rate	\$126.00	N/A	\$126.00	\$126.00	\$162.00
<u>Dry Arena</u>					
Dry Arena per hour	\$60.00	\$72.60	\$36.00	\$51.00	\$82.00
<u>Ball Diamonds</u>					
per game/practice	\$28.00	\$33.00	\$5.50/Child	\$23.00	\$37.00
1 day, 1 diamond	\$66.00	\$79.00	\$40.00	\$56.00	\$89.00
Friday - Sunday	\$495.00	\$594.00	\$297.00	\$421.00	\$668.00
<u>Soccer</u>					
Game/practice	\$27.50	\$33.00	\$5.50/Child	\$23.00	\$37.00
 Additional Costs:					
Dishes		\$40.00			
Liquor Dispenser		\$26.00			
 Tablecloths					
53" x 118"		\$5.00			
85" X 85"		\$4.75			
71" x 71"		\$3.00			

**TOWN OF BLACKFALDS
BY-LAW 1053/07**

SCHEDULE "D"

COMMUNITY SERVICES ADVERTISING

ADVERTISING – MULTI-PLEX

Term of Contract	Local	Non-Local
<u>Multi-plex Rink Boards</u> (Advertising space 33" x 96")		
1st year (includes sign production) (October 1 – September 30)	\$550.00/yr	\$575.00/yr
Subsequent years (October 1 – September 30)	\$375.00/yr	\$400.00/yr
<u>Multi-plex Wallboards</u> (4' x 4' or 2'x 8')		
October 1 – September 30	\$180.00/yr	\$200.00/yr
<u>Multi-plex Wallboards</u> (4' x 8')		
October 1 – September 30	\$360.00/yr	\$400.00/yr
<u>Ice Logos</u>		
October 1 – September 30	\$500.00/yr	\$540.00/yr
<u>Ice Resurfacers</u>		
Three year Terms	\$500.00/side/yr \$800.00/both sides/yr \$300.00/top/yr	\$550.00/side/yr \$900.00/both sides/yr \$350.00/top/yr

ADVERTISING – ALL STAR PARK

Term of Contract	Local	Non-Local
Three year Terms		
<u>Outfield</u>	\$150.00/yr	\$200.00/yr
<u>Diamonds 1 & 2</u> (Facing Leung Road)	\$200.00/yr	\$250.00/yr
<u>Entrance Fencing</u>	\$100.00/yr	\$150.00/yr

**TOWN OF BLACKFALDS
BY-LAW 1053/07**

SCHEDULE "E"

ECONOMIC DEVELOPMENT

SALE OF PROMOTIONAL ITEMS

Town Pins	\$1.20 plus GST
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MEETING DATE: October 17, 2022
PREPARED BY: Myron Thompson, Chief Administrative Officer
SUBJECT: **Municipal Facility Office Space Policy 163.22**

BACKGROUND

The Town of Blackfalds has provided office space to external agencies specifically in the FCSS facility located at 5016 Waghorn Street. Currently two office spaces that are surplus to the needs of FCSS operations are provided to Kids Konnection Family Day Home Program and Alberta Health Services Children's Mental Health Services Program. Kids Konnection pays a lease of \$11/ft² per month plus a fee of \$100 monthly for utilities. The AHS program is provided office space on an in-kind basis.

Earlier this year Town Council was provided a tour of the facility which has a total of 8 office spaces, a small meeting room, reception area and washrooms. The building is aged but is structurally in good condition and does require re-shingling. Annual operational costs for the building is approximately \$12,000 per year.

DISCUSSION

Council has previously made a decision to have office spaces in the FCSS facility, once the municipal FCSS operations transition to the Civic Centre, available to external health and social service organizations to provide programming and needed services for Town of Blackfalds residents. This would be accomplished through an established process making individual office space available in the facility to these agencies. Many of these agencies may not be able to source individual office space in the private sector or are unable financially to do so. It is anticipated that grouping agencies that have similar social and health service mandates and goals would provide positive outcomes for our community which may not be made available should this initiative not take place.

The Municipal Facility Office Space Policy has been developed to provide guidance for Council and Administration to determine how unallocated and surplus office space in Municipal facilities may be made available specifically targeting the Community needs and gaps identified in the updated Social Needs Assessment Master Plan. A draft of the plan has recently been before the FCSS Board and will be before Council in the near future. Appendix A and B included with the policy are application and evaluation forms. These forms are expected to be updated in the final draft of the policy that will be brought before Council upon formal adoption of the updated Social Needs Assessment Master Plan.

Although the current focus and priority is for the office space in the FCSS facility, there are and may in the future be additional office space available for external agency utilization. These may include the Wadey Centre and the Civic Centre, with the Wadey Centre being a facility where office space is currently available.

FINANCIAL IMPLICATIONS

Since it is unknown what the uptake in requested office space is, it is anticipated that any revenues provided by lease amounts will not offset the operational costs and there will be a financial deficit in the provision of this facility.

ADMINISTRATIVE RECOMMENDATION

- | |
|--|
| <p>1. That the Standing Committee of Council recommend that the draft Municipal Facility Office Space Policy 163.22 be brought before Council for formal adoption.</p> |
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ALTERNATIVES

- a) That the Standing Committee of Council refer this item back to Administration for further action.

ATTACHMENTS

- *Municipal Facility Office Space Policy 163.22 (draft)*

APPROVALS



Myron Thompson, CAO

Department Director/Author

Policy No.:	163.22	Council Approval: Resolution No.: Date:
Policy Title:	Municipal Facility Office Space Policy	
Department:	Community Services	
Reviewed:		
Revised:		
Supersedes Policy/Bylaw:		

1. Policy Statement

1.1 The Municipal Facility Office Space Policy will provide guidance for Council and Administration to determine how unallocated and surplus office space may be allocated to health and social service organizations and programming that provide needed services to Town of Blackfalds residents, per the Social Needs Assessment Master Plan.

2. Reason for Policy

- 2.1 That the Town of Blackfalds is dependent on external outreach agencies for needed services and providing office space for these agencies, when available is of benefit to the Community.
- 2.2 To set out a policy under which the Town of Blackfalds may enter into partnerships with health and social service organizations to provide them office space in order to meet the goals of the Social Needs Assessment Master Plan.
- 2.3 To encourage the procurement of social services, health services and programming not currently offered to Blackfalds residents.
- 2.4 To provide in-kind or reduced rate office space for new social services, health services and programming in Blackfalds where fees might currently be a barrier.
- 2.5 To provide more accessible services by offering community agencies and organizations the opportunity to locate in Blackfalds.

3. Related Information

3.1 None

4. Definitions

4.1 **“Donation”** means a sum of money given to a charitable cause through a gift, contribution, present, pledge, handout or offering with no reciprocal recognition. If reciprocal benefits exist, the principles of this policy apply.

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- 4.2 “**In Kind Contribution**” means contributions, other than cash, including corporate products, labour, facility use, and services and/or other assets without charge or purchase.
 - 4.3 “**Region**” means the geographical area surrounding the Town of Blackfalds where residents would seek and benefit from services.
 - 4.4 “**Resources**” means provision of Town owned materials or assets in kind or provision of municipal labour forces in kind.
 - 4.5 “**Social Assistance Agency**” means an agency providing assistance that supports individuals in provision of their basic needs.
 - 4.6 “**Social Needs Assessment**” means the guiding document for Council, the FCSS Board, and Administration which provides direction on initiatives and strategies to address social needs in Blackfalds.
 - 4.7 “**Town**” means the corporation of the Town of Blackfalds, its departments and employees.

5. Responsibilities

- 5.1 Municipal Council to:
 - 5.1.1 Approve by resolution this policy and any amendments.
 - 5.1.2 Consider the allocation of resources for successful implementation of this policy in the annual budget process.
- 5.2 Chief Administrative Officer to:
 - 5.2.1 Implement this policy and approve procedures.
 - 5.2.2 Ensure policy and procedure reviews occur and verify the implementation of policies and procedures.
- 5.3 Director of the Department to:
 - 5.3.1 Ensure implementation of this policy and procedure.
 - 5.3.2 Ensure that this policy and procedure is reviewed every three years.
 - 5.3.3 Make recommendations to the Chief Administrative Officer of necessary policy or procedure amendments.
- 5.4 Manager to:
 - 5.4.1 Understand, and adhere to this policy and procedure.
 - 5.4.2 Ensure employees are aware of this policy and procedure.

5.5 All Employees to:

5.5.1 Understand and adhere to this policy and procedure.

6. Exclusions

6.1 As circumstances arise.

7. Special Situations

7.1 As circumstances arise.

8. Appendix

8.1 Appendix A - Municipal Facility Office Space Application

8.2 Appendix B – Municipal Facility Office Space Application Evaluation

9. End of Policy

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PROCEDURE	Policy No.: Policy Title: Department:	163.22 Municipal Facility Office Space Policy Community Services
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1. Preamble

1.1 The Town will review all requests for office space in an open, equitable and fair manner.

2. General

2.1. Application

- 2.1.1. Applicants must be a health or social service agency, not just a not-for-profit organization.
- 2.1.2. Office space requests will be processed and considered through a formal request provided in writing by filling out Appendix A – Municipal Facility Office Space Application.
- 2.1.3. Applicants will be required to outline how their health or social service agency meets the needs of the Social Needs Assessment Master Plan or gap in community health services.
- 2.1.4. Applications will be reviewed by Town Administration for approval.
- 2.1.5. Administration’s recommendation for approval will be forwarded to Town Council for formal approval.
- 2.1.6. Applicants may be requested to appear as a delegation in person to a Council Meeting and to provide an oral presentation.
- 2.1.7. This policy will include discretionary approval of organizations that may fall outside of the criteria identified, with consideration of shifting economic, social needs and benefits.

2.2. Eligibility Criteria

- 2.2.1. The Town of Blackfalds is a publicly funded government body that offers space to support community programs and organizations that further supports and improves the lives of our residents. Therefore, office space requests will only be considered, when the applicant meets the eligibility criteria for identified service gaps and vulnerable populations.
- 2.2.2. The applicant must demonstrate that donation of space will provide a direct or indirect benefit to the Town, its citizens, and those in the region through measurable and meaningful actions and services that are not currently offered in the Town of Blackfalds.

2.2.3. These gaps will be identified in relation to the Social Needs Assessment.

2.3. Evaluation

2.3.1. Municipal Administration will review applications from organizations and will determine approval based on Appendix B – Municipal Facility Office Space Application Evaluation.

3. End of Procedure

Approval

Chief Administrative Officer

Date

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Town of Blackfalds
5018 Waghorn Street,
Box 220,
Blackfalds, AB T0M 0J0
Phone 403.885.4677
Fax 403.885.4610
Email info@blackfalds.com

Purpose: To provide guidance for the Town of Blackfalds to enter into partnerships with health and social service organizations to provide them office space in order to meet the goals of the Social Needs Assessment Master Plan.

Who May Apply: Social Service and Health Service Agencies that provide social services, health services, and/or programming to the community. The service must be delivered in Blackfalds, AB.

To request office space, organizations must submit a complete application form. The application will be reviewed by Town Administration and if approved, will be brought forward to the Town of Blackfalds Council for final approval. Applicants may be asked to speak as a delegation for further information on their application. Applicants must be a social assistance agency or healthcare organization. Applicants are encouraged to note how their request addresses needs from the Social Needs Assessment Master Plan located **here** through completion of the Evaluation Form. If you require information or assistance, you can contact the Town at 403.885.4677. We are located at 5018 Waghorn Street, Blackfalds, AB.

Part A – Social Service or Health Service Agency's Information

1. Organization's Name: _____

2. Mailing Address: _____

Postal Code: _____

3. Primary Contact Person: _____

Phone: _____ E-Mail: _____

Registered Society / Charity Number (if applicable): _____

Part B – Purpose and Need

Demonstration of Need

1. What service gap(s) has been identified that shows the social service or health service need or programming in our community?
2. How does this program/service serve to strengthen and support social serving and health services of the residents of Blackfalds?
3. Will this program/service still locate in Blackfalds without the use of Municipal provided office space?

Organization

4. Is this program/service already offered through any other organization in Blackfalds?
5. Which of the FCSS priorities are addressed?
 - Bullying/Conflict Resolution
 - Child & Youth Safety
 - Mental Health Supports
 - Parenting
 - Health Services
 - Relationship Support
 - Family & Domestic Violence Support
 - Substance Abuse
 - Intergenerational Programming

6. Describe your organization including the type, the purpose, and number of members.

7. Describe the type of program(s) and/or services offered.

8. What are your organization's goals and objectives for this year?

9. What is your organization's target residents?

Part C – Issue Addressed

1. Describe the issue or priority area your organization/program proposes to address.

2. In which of the following areas does this service/program impact on social sustainability in our community:
 - Help people to develop independence, strengthen coping skills and become more resistant to crisis;
 - Provide health services not currently offered to the residents of Blackfalds.
 - Help people to develop interpersonal and group skills which enhance constructive relationships among people;
 - Help people and communities to assume responsibility for decisions and actions which affect them;
 - Provide supports that help sustain people as active participants in the community.

3. In what ways are the residents you intend to serve impacted? Please describe short- and long-term implications.

4. What is the impact of not addressing the identified needs?

5. How does your project/program plan to address the issue?

6. Describe specifically how you will measure the success of locating your services in Blackfalds and your expected results. (Examples: # of participants, # of surveys completed, survey feedback, program waiting list, etc.)

7. Are there similar program/services offered in the community? If so, explain how yours is different.

Part D – Office Space Budget and Hours

1. If your organization were to use Municipal Office Space, would you expect to pay a subsidized rental fee? Or would you expect to use the space as a free, in-kind donation?
2. How much could your organization afford to pay per office space?
3. How many offices would you require?
4. How long would you need to use the office space for?
5. What days and hours would you plan to be in office?

Part A – Social Service or Health Service Agency’s Information

Question #'s	Checklist	Yes	No	Comments
1	Organization Name:			
2	Organization contact info			
3	Is this organization a health services provider?			
4	Is this organization a social services provider?			
5	Is this organization primarily recreational in nature?			If yes, the application is ineligible
6	Is this program duplicating a current program?			If yes, the application is ineligible

Part B – Purpose & Need

Question #'s	Checklist	Yes	No	Comments
1	Demonstration of Need: <ul style="list-style-type: none"> ✓ Is there an identified service gap? 			
2	<ul style="list-style-type: none"> ✓ Does the organization strengthen & support social functioning in Blackfalds? 			
3	<ul style="list-style-type: none"> ✓ Does the organization strengthen & support health services functions in Blackfalds? 			
4-6	Organization: <ul style="list-style-type: none"> ✓ Will this program/service still locate and operate in Blackfalds without the use of Municipal office space? ✓ Is the program/service already offered through any other organization in Blackfalds? 			
7	<ul style="list-style-type: none"> ✓ Are any of the FCSS priorities addressed? <ul style="list-style-type: none"> ○ Bullying/ Conflict Resolution ○ Child & Youth Safety ○ Mental Health Supports ○ Parenting ○ Health Services ○ Relationship Support ○ Family & Domestic Violence Support ○ Substance Abuse ○ Intergenerational Programming 			
8	<ul style="list-style-type: none"> ✓ Is the organization described, including the type, purpose, and number of members? 			
9	<ul style="list-style-type: none"> ✓ Are the type of program(s) and/or services offered described? ✓ Are the organization's goals and objectives for this year described? ✓ Are the organization's target residents indicated in the application? 			

Part C - Issue Addressed

Question #'s	Criteria	Comments	Rating
1	<ul style="list-style-type: none"> ✓ Did the applicant describe the issue or priority area the organization/program proposed to address? 		
2-3	<ul style="list-style-type: none"> ✓ Did the applicant demonstrate how the following areas this service/program impact the social sustainability in our community: <ul style="list-style-type: none"> <input type="checkbox"/> Help people to develop independence, strengthen coping skills and become more resistant to crisis; <input type="checkbox"/> Provide health services not currently offered to the residents of Blackfalds. <input type="checkbox"/> Help people to develop interpersonal and group skills which enhance constructive relationships among people; <input type="checkbox"/> Help people and communities to assume responsibility for decisions and actions which affect them; <input type="checkbox"/> Provide supports that help sustain people as active participants in the community. 		
3-5	<ul style="list-style-type: none"> ✓ Does the applicant describe who is impacted by the issue? ✓ Does the applicant describe in what way they are impacted? And do they describe short- and long-term implications? ✓ Does the applicant describe the impact of not addressing the issue? 		
6-8	<ul style="list-style-type: none"> ✓ Does the applicant describe how the service/program addresses the issue? ✓ Does the applicant describe specifically how they will measure the success of locating their services in Blackfalds and their expected results. ✓ Are there similar programs offered in the community? 		

Part D – Office Space Budget and Hours

Question #'s	Criteria	Comments
1	<ul style="list-style-type: none"> ✓ Will the organization pay a subsidized rental fee? Or would it require the space as a free, in-kind donation? 	
2-5	<ul style="list-style-type: none"> ✓ How much could the organization afford to pay per office space? ✓ How many offices would they require? Is this space available? ✓ How long would they need to use the office space for? ✓ Did the applicant note what days and hours they plan to be in office? 	

Office Space Approved/Declined _____