### ALBERTA BEACH COUNCIL ROUND TABLE MEETING

### BEING HELD IN THE ALBERTA BEACH COUNCIL CHAMBERS AND BEING HELD ELECTRONICALLY VIA ZOOM MEETING TUESDAY, DECEMBER 13, 2022 AT 3:30 P.M.

### **AGENDA**

	1		
	P.8-10	2.	Council Professional Development Policy #G.3.8 (Draft)
	P.11-15	3.	Schedule of Fees and Rates Bylaw #287-22 (fee changes?)
	P.16	4.	Alberta Beach in Bloom – Flower Boxes
	P.17-26	5.	ACP Grant Application for Water Distribution Feasibility Study (Draft)
	P,27-46	6.	Joint Use Agreement with Northern Gateway Public Schools
	P. 47-48	7.	Community Events Calendar
1	to attachment	8.	Solid Waste & Compost Collection Update from Public Works Advisory Committee
		9.	
		10.	
		11.	
		12.	

P. 2-7 1. Anonymous, Abusive, Frivolous and Vexatious Complaints Policy #G.3.7 (Draft)





### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

### 1. POLICY STATEMENT

Alberta Beach is committed to providing quality service to all members of the public in the most professional, efficient and economical manner. All service requests, complaints, and inquiries are dealt with in a fair and impartial manner while also ensuring that unreasonable behaviour, including anonymous, abusive, frivolous, vexatious or unreasonably persistent complaints or requests, do not consume a disproportionate amount of municipal time and resources and that staff and Council are protected from any abusive and/or vexatious behaviour.

### 2. PURPOSE

The purpose of the policy is to provide a positive, safe, and supportive approach to promoting acceptable and appropriate interactions with the public. The policy will contribute to the municipalities' commitment to service excellence and good governance by addressing all requests, complaints and correspondence equitably and efficiently, while acknowledging that there may be a need to protect staff and Council from unreasonable behaviour which can take up a disproportionate amount of staff and/or Council time, and can impact the delivery of services for other users or result in unnecessary costs for Alberta Beach taxpayers and can lead to mental harm.

The policy will provide guidance and establishes the process to be used by all staff and Council when handling such requests or complaints. Actions taken, pursuant to this policy, will ensure that municipal resources are used effectively and efficiently, while maintaining a high level of service excellence and responsiveness.

### 3. PREAMBLE

This policy is not intended to deal with generally difficult requests or complaints but rather to deal with unreasonable behaviour from the public. Deciding whether a request or complaint is abusive, frivolous, vexatious or unreasonably persistent, is a balancing exercise, taking into account all the circumstances of the situation. There is no rigid test, or criteria; the key question is whether there is a pattern of conduct with the intent (real or perceived) to cause distress, disruption or harm. The decision to classify a subject person's behaviour as unreasonable, or to classify a request or complaint as abusive, frivolous or vexatious, could have serious consequences for the subject person, including restricting their access to municipal services.

### 4. **DEFINITIONS**

- a) Abusive a complaint (written, verbal or physical) that is reasonably perceived as abusing, violent, aggressive, harassing, making threats or seeking to intimidate.
- Anonymous a complaint or correspondence that is received with no complainant information. The municipality will not be required to take action on anonymous complaints or correspondence, unless the matter is in regards to a serious legitimate safety concern.

### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

- c) Frivolous a complaint or correspondence that is reasonably perceived to be (i) without reasonable or probable cause, (ii) without merit or substance, or (iii) trivial.
- d) Unreasonable Behaviour includes one or all of the following but is not limited to: abusive; anonymous; frivolous; unreasonably persistent; vexatious.
- e) Unreasonably Persistent a complaint or correspondence that is excessive or multiple regarding the same issue and repeatedly challenging the findings of a complaint.
- f) Vexatious a complaint or correspondence that is frivolous and which is pursued in a manner that is reasonably perceived to be (i) malicious, (ii) intended to embarrass or harass the recipient or another person, or (iii) intended to be a nuisance, or (iv) is part of a pattern of conduct by the complainant that amounts to abuse of staff or Council member or abuse of the complaints and/or inquiry process.

### 5. EXAMPLES OF ABUSIVE, FRIVOLOUS, VEXATIOUS OR UNREASONABLE PERSISTENT REQUESTS, COMPLAINTS OR CORRESPONDENCE

Examples of what might be considered abusive, frivolous, vexatious or unreasonably persistent requests or complaints are provided below. The list is not exhaustive, nor does a singular action set out below necessitate the application of this policy.

- a) Complaints concerning an issue which staff or Council have already investigated and determined to be groundless.
- Complaints concerning an issue which is substantially similar to an issue which staff or Council have already investigated and determined to be groundless (e.g. with respect to the same neighbour or same property).
- c) Unreasonable conduct which is abusive of the complaints process including, but not limited to:
  - i. harassing, abusing, or otherwise seeking to intimidate staff or Council dealing with a complaint or correspondence;
  - excessive or multiple lines of enquiry regarding the same issue (e.g. pursuing a complaint with staff in multiple municipal departments and /or a Council member simultaneously) while a complaint is in the process of being investigated;
  - iii. repeatedly challenging the findings of a complaint investigation, complaining about the outcome and/or denying that an adequate response has been given, when one has been;
  - iv. refusing to accept that an issue falls outside the scope of the municipalities jurisdiction;
  - v. making unreasonable demands on staff or Council by, for example, insisting on responses to complaints and enquiries within an unreasonable time frame;
  - vi. making statements or providing representations that the subject person knows, or ought to know, are incorrect, or persuading others to do so;
  - vii. using new complaints to resurrect issues which were investigated and completed in previous complaints;

### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

- viii. changing the basis of the complaint as the investigation progresses and/or denying statements made at an earlier stage;
- ix. refusing to co-operate with the investigation process while still wanting the complaint to be resolved;
- x. failing to clearly identify the precise issues of the complaint, despite reasonable efforts of staff or Council to obtain clarification of the concerns;
- xi. by providing false or misleading information;
- xii. by using offensive, derogatory or inappropriate language, such as swear words, words aimed at someone's gender, sexual orientation, race etc;
- xiii. by using threatening body language; or
- xiv. any form of physical violence.

### For immediate threats to person's or property, 911 should be contacted.

### 6. PROCEDURES Staff and Council

- a) If a staff or Council member believes that a request or complaint is unreasonable the staff or Council member shall be responsible to establish, through documentation (e.g. emails, letters, posts on social media, photographs, voicemails, staff or Council notes reporting a conversation or incident), identifying that the complaint or request is abusive, frivolous, vexatious, or unreasonably persistent. The staff or Council member shall provide all supporting documentation and materials to the Chief Administrative Officer including the steps that have been taken to resolve the issue, and including as appropriate:
  - the length of time that staff or Council have been in contact with the subject person, the history of the interactions (where appropriate), and the amount of correspondence that has been exchanged with the subject person;
  - ii. the number of requests and complaints made by the subject person and the status of each; and
  - iii. the nature of the subject person's behaviour.
- In the case of abusive behaviour and language, staff or Council members will advise the subject person that such behaviour will not be tolerated and should the behaviour continue, advise the subject person that they will disengage in the conversation. If the abusive behaviour continues, the staff or Council member will immediately disengage in the conversation. In follow up to the incident the staff or Council member shall submit to the Chief Administrative Officer a written report on the incident.

### **Chief Administrative Officer**

c) The Chief Administrative Officer is responsible for reviewing the information provided, in a timely manner, determine any proposed restrictions, how to inform the subject

### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

person of the restrictions, and determine a review date for removing, modifying or continuing restrictions.

- d) Before making a determination to classify a person's request or complaint as abusive, frivolous, vexatious or unreasonably persistent, the Chief Administrative Officer must be satisfied that:
  - i. the request has been properly investigated;
  - ii. the communication with the subject person has been adequate; and
  - iii. the subject person is not attempting to provide any significant new information when contacting staff; or
  - iv. the complaint is abusive in nature.

### **Notification to the Subject Person**

- e) When the decision has been made to classify the subject person's request or complaint as abusive, frivolous, vexatious or unreasonably persistent, the subject person (where possible and appropriate) will receive written notification that includes:
  - i. a detail of what action has been taken and why;
  - ii. an explanation what it means for the subject person's contact with the municipality; and
  - iii. notice of how long the restrictions will last and when the decision will be reviewed.

### **Application of Restrictions**

- f) Actions available under this policy may include, but are not limited to:
  - limiting the subject person's correspondence with staff or Council to a particular format (e.g. email only with a particular email address), time (e.g. telephone calls only at specific times and days of the week) or duration (e.g. conversations may last no longer than 10 minutes);
  - ii. limiting the subject person to a particular point of contact at the municipality (where possible, other staff or Council members should be advised not to respond to the subject person, but to refer them to the point of contact);
  - iii. requiring a face-to-face interaction between the subject person and staff or Council to take place in the presence of an appropriate witness;
  - iv. requiring that the subject person produce full disclosure of documentation or information before staff or Council will further investigate a complaint;
  - v. instructing staff or Council not to respond to further correspondence from the subject person regarding the complaint or a substantially similar issue;
  - vi. instructing staff or Council not to investigate complaints regarding an issue that has already been investigated, or which is substantially similar to an issue which has already been investigated;

### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

- vii. instructing staff or Council to severely reduce or completely cease responding to further complaints and correspondence from the subject person;
- viii. instructing staff or council to close the matter;
- ix. limiting or regulating the subject person's use of municipal services or property;
- x. refusing the subject person access to any municipal buildings, except by appointment;
- xi. informing the subject person that further contact on the matter of the complaint/request will not be acknowledged or replied to;
- xii. blocking emails being received by municipal staff and/or Council;
- xiii. filing a complaint to a Peace Officer or RCMP;
- xiv. pursuing legal action; or
- xv. other actions as deemed appropriate.

### 7. TRESPASS

When it is determined that a person be prohibited from entering on to one or more specific municipal properties for a period of time, the Chief Administrative Officer may request a Community Peace Officer or RCMP issue a Notice of Trespass to Property to the subject person or if a subject person is in contravention of a Notice of Trespass to Property a Community Peace Officer or RCMP will be notified.

### 8. REVIEW OF RESTRICTIONS

When any restriction(s) are put in place, a review date will be set. This will be based on the circumstances of the case and could be for a period of 3 months or longer depending on the severity of the situation. The status of the subject person will be reviewed by the Chief Administrative Officer on or before the review date. The subject person (where possible) will be informed of the outcome of the review. The Chief Administrative Officer may extend the restrictions beyond the review date where appropriate. The subject person shall be notified of the extension and be given another date for review.

### 9. DISPUTING OR REQUESTING REVIEW OF RESTRICTIONS

- a) Persons who have had restrictions applied may request a review, with a valid reason during the restriction period. The request must be in writing and submitted via e-mail or letter mail to the Chief Administrative Officer and must include:
  - i. identification of the incident in question;
  - ii. an explanation of why the person is requesting the review; and
  - iii. the resolution sought from the municipality.
- b) Following a review of the restrictions applied, which may include consultation with Council, the Chief Administrative Officer may uphold, amend, or rescind the previous decision, and shall notify the subject person of the decision.

### POLICY: G.3.7 ANONYMOUS, ABUSIVE, FRIVOLOUS AND VEXATIOUS COMPLAINTS POLICY

c) Individuals who believe that the provisions of this policy have been applied unfairly or are unsatisfied with the outcome of the review process may file a complaint with the Alberta Ombudsman.

### 10. MAINTAINING RECORDS

Records and documentation shall be retained in accordance with the Records Retention and Disposition bylaw or as required.

### 11. POLICY REVIEW

This policy will be reviewed as needed.

DEPARTMENT: COUNCIL	
ADOPTED AND APPROVED BY COUNCIL:	, 2022
RESOLUTION NO: #22	



### POLICY: G.3.8 COUNCIL PROFESSIONAL DEVELOPMENT POLICY

### 1. POLICY STATEMENT

Alberta Beach is committed to supporting and encouraging Council member's participation in professional development and training. The Village recognizes that the quality, responsiveness and professionalism of its Council are inextricably linked to the achievement of Council's mission, strategic direction, and good governance. Alberta Beach recognizes this as an opportunity for improving the overall performance of the municipality.

Alberta Beach supports activities that enhance a Council member's growth in knowledge, skills, and practice and encourages Council members to actively engage in continued learning. The Professional Development Policy is designed to assist members of Council in the pursuit of professional development interests that support the Councillor in performing his/her role on Council.

### 2. PURPOSE

The purpose of the policy is to provide guidance and establish the process to be used by all Council members when submitting requests for professional development and training. The policy will ensure that municipal resources are used effectively and efficiently, while maintaining a high level of service excellence and good governance.

### 3. **DEFINITIONS**

Professional Development – includes attendance at relevant conferences, conventions, workshops, webinars, seminars, training and educational courses, etc. to enhance a Councillor's knowledge and education for their role on Council.

### 4. **RESPONSIBILITIES**

Each Council member is responsible to ensure that all professional development activities, towards which the policy applies, are to be representative of learning in the context of a Councillor's roles and responsibilities.

### 5. ANNUAL BUDGET ALLOCATION AND FUNDING GUIDELINES

- a) Each Council member is entitled to a maximum of \$2,500.00 per year towards professional development activities; however the annual allocation shall be subject to an annual review as part of the Council budget approval process. During the annual budget process, Council may determine that additional funds may be required and therefore increase that years' budget.
- b) Each Council member shall ensure that their annual budgeted allocation of \$2,500.00 includes all costs of the professional development activities and applicable fees for registration or course fees as well as all associated costs including but not limited to meeting fees, travel costs, accommodation, meals and subsistence up to the maximum of \$2,500.00 per Council member annually.

### POLICY: G.3.8 COUNCIL PROFESSIONAL DEVELOPMENT POLICY

- c) Members of Council are not limited in the number of educational or professional development activities they may attend, however the total costs claimed may not exceed the total monies provided in the budget for each individual Council member.
- d) There is no carry-over of unused funds from year to year, unless specifically approved by Council, and there is no cash value of any unused funds of the policy. Spending in excess of a Council member's annual budgeted allocation will require Council approval.
- e) Each Council member shall submit a written report of all professional development activities at the next Council meeting following the professional development activity.
- f) If a spouse/partner accompanies a member of Council to a conference, convention or professional development activity, all expenses of the spouse/partner is considered a personal expense and will not be reimbursed. Where a spouse/partner is invited to accompany the member of Council to a conference banquet or reception their ticket for the banquet or reception may be reimbursed if approved by Council or approved through the annual budget.
- g) Costs will not be reimbursed when attending a partisan or political party function of any type.

### 6. MANDATORY PROFESSIONAL DEVELOPMENT AND TRAINING

All members of Council shall attend any mandatory legislated professional development training required within the legislated time frame and will include but is not limited to the following:

- Municipal Elected Officials (MEO) Roles and Responsibilities in Emergency Management
- Muni 101 Course (although this course may not be mandatory, each Council member shall be given the opportunity to attend this course in the beginning of a Council term)

### 7. PROCEDURE FOR PAYMENT OF PROFESSIONAL DEVELOPMENT COSTS

The Council member may register and pay for the professional development activity and submit an expense claim along with the receipts for payment or, the Council member may submit a request to administration to complete the Council member's registration and have payment submitted directly through the municipality.

### 8. CANCELLATION

Alberta Beach will not be responsible for cancellation fees. If a Council member is unable to attend a previously scheduled professional development activity and fails to cancel registration, reservations and or other travel arrangements in a timely fashion, he/she must provide a written explanation to Council. Cancellation of registrations, accommodation and travel arrangements due to illness or emergency may be reimbursed; however, situations such as these will be reviewed by Council on a case-by-case basis.

### POLICY: G.3.8 COUNCIL PROFESSIONAL DEVELOPMENT POLICY

9.	POLICY REVIEW
	This policy will be reviewed as needed.
DEF	PARTMENT: COUNCIL
AD	OPTED AND APPROVED BY COUNCIL:, 2022
RES	OLUTION NO: # -22

### **ALBERTA BEACH BYLAW NO. 287-22** PAGE 1 of 4

### A BYLAW OF ALBERTA BEACH, IN THE PROVINCE OF ALBERTA TO ESTABLISH A SCHEDULE OF FEES AND RATES FOR THE MUNICIPALITY.

WHEREAS, the Municipal Government Act, Chapter M26, Revised Statutes of Alberta 2000, authorizes a municipality to have the authority to establish fees and rates for the provision of goods and services; and

WHEREAS, Alberta Beach wishes to establish, in a bylaw, a schedule of fees and rates;

NOW THEREFORE under the authority of the Municipal Government Act, the Council of Alberta Beach, in the Province of Alberta, duly assembled, enacts as follows:

- 1. That this Bylaw may be cited as the "the Fees and Rates Bylaw".
- 2. That Alberta Beach shall charge fees and rates as established in Schedule A, "The Fees and Rates Schedule", attached hereto.
- 3. That this Bylaw shall be reviewed by Council annually.
- 4. That Bylaw #277-20 is hereby rescinded.
- 5. That this Bylaw shall come into force and effect upon the third and final reading and signing of this bylaw.

Read a first time this 18th day of January, 2022.

Read a second time this 18th day of January, 2022.

Read a third time and passed this 18th day of January, 2022.

SIGNED by the Deputy Mayor and C.A.O. this 20th day of January, 2022.

Peputy Mayor, Angela Duncan
Bud Love
Kathy Skwarchuk
C.A.O., Kathy Skwarchuk

### ALBERTA BEACH BYLAW NO. 287-22

### PAGE 2 of 4

### SCHEDULE "A" THE FEES & RATES SCHEDULE

ADMINISTRATIVE FEES: Photocopies for public at large:	
8 ½ x 11	\$0.25/copy
8 ½ x 14	
11 x 17	\$0.25/copy
Colour Photocopies for public at large:	\$0.50/copy
8 ½ x 11	00.504
	\$0.50/copy
8 ½ x 14	\$0.50/copy
11 x 17	\$1.00/copy
Photocopies for Non-Profit Groups:	
8 ½ x 11	\$0.10/copy
8 ½ x 14	\$0.15/copy
11 x 17	\$0.25/copy
Colour Photocopies for Non-Profit Groups:	,
8 ½ x 11	\$0.15/copy
8 ½ x 14	\$0.20/copy
11 x 17	\$0.50/copy
Laminating Fees:	\$0.50/Copy
8 ½ x 11	64 00 leans
8 ½ x 14	\$1.00/copy
11 x 17	\$1.50/copy
	\$2.00/copy
Copies of Village documents	As per copy rates above
Fax (Sending & Receiving)	\$1.00/page
Fax Long Distance (extra)	\$1.00
Returned Cheque Fees	\$35.00
NSF Fees (Non Sufficient Funds)	\$35.00
Tax Certificates	\$50.00
Land Title Search / Certificate of Title	\$25.00
Tax Notification Fee	\$55.00
Tax Notification Fee - each additional named interest on Title	\$5.00
Land Use Bylaw	
Municipal Development Plan	\$25.00
County Maps	\$10.00
	\$10.00
Sand Bags (not filled) (if available) - per Bag	Sold at Cost
Blue Bags (if available) - per Bag	Sold at Cost
Souvenirs / Promotional Products	Sold at Cost + 5%
Overdue Account Penalties (not property taxes)	2% per Month
PROPERTY TAX PENALTIES:	
Property Tax Penalties as per Penalty on Unpaid Taxes Bylaw	per Bylaw
DOG TAGS:	
Neutered/Spayed	\$10.00
Unaltered	\$20.00
Vicious	\$250.00
Replacement Tag	\$5.00
	40.00
SKUNK TRAPS:	
Deposit (Refundable on Return)	\$65.00
3 Day Rental (Alberta Beach Residents)	
Additional per Day Rental (Alberta Beach Residents)	No Charge
3 Day Rental (Non-Residents)	\$5.00
	\$25.00
Additional per Day Rental (Non-Residents)	\$10.00
Cleaning	\$20.00
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BUILDING RENTAL:	
Council Chambers – Full Day	\$100.00
Council Chambers – Half Day	\$50.00
Council Chambers – Not For Profit-Local Community Groups	No Charge
• •	3.
FOOD VENDORS:	
Resident Food Vendor - per Calendar Year	\$35.00
Non-Resident Food Vendor - per Day	\$35.00
Non-Resident Food Vendor - per Calendar Year	\$350.00
FREE - Food Truck Fridays - No day rate charged	No Charge
==	140 Oneige
MOBILE SALES VENDORS:	
Resident Mobile Sales - per Calendar Year	\$35.00
Non-Resident Mobile Sales - per Day	
Non-Resident Mobile Sales - per Calendar Year	\$35.00 \$350.00
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### ALBERTA BEACH BYLAW NO. 287-22 PAGE 3 of 4

	AMUSEMENT VENDOR:	
	Amusement Vendor - per Day	\$35.00
	Amusement Vendor - per Calendar Year	\$350.00
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	HAWKER PEDDLER FEES:	
	Hawker Peddler - per Day	\$35.00
	Hawker Peddler - per Calendar Year	\$350.00
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	BUSKER:	
	Buskers must be registered with the Village Office	- · - · - · · -
	busices must be registered with the village Office	by donation
	SPECIAL EVENT:	
		_
	Special Event License (as approved by Council)	as per Council
	DESCRIPTION AND ADDRESS OF THE PROPERTY OF THE	
	DEVELOPMENT PERMIT FEES:	
	Residential - Permitted	\$300.00
	Residential – Discretionary	\$500.00
	Additions and Accessory Buildings	\$150.00
	Secondary Suite (Garage & Garden Suite) - Permitted	\$300.00
	Secondary Suite (Garage & Garden Suite) - Discretionary	\$500.00
	Commercial/Light Industrial - Permitted	\$300.00
	Commercial/Light Industrial - Discretionary	\$500.00
	Home Based Business - Home Occupations	\$150.00
	Home Office Letter	\$50.00
	Signs – Permanent or Temporary	\$50.00
	Deck, Shed, Fence, Gazebo, Fabric Shelter	\$50.00
	Retaining Wall, Culverts, Driveway Access	\$50.00
	Holding Tank, Cistern, Well	\$50.00
	Development Permit - Time Extension	\$50.00
	Development Permit - Amendment	\$100.00
	Development Permit - Request for Major Variance	\$100.00
	Development Permit - Change in Scope	\$100.00
	Demolition Permit	\$50.00
	Emergency Municipal Planning Commission Meeting	
	Security Deposit for Relocated or Moved-in Dwelling (Refundable)	\$500.00 (in addition to permit fee)
	Failure to Apply for Development Permit	\$5,000.00
	and to Apply for Development Felling	Double
	(Permit fees double if construction starts prior to approve of Jan.	ala
	(Permit fees double if construction starts prior to approval of dev	elopment permit)
	BYLAW AMENDMENTS APPLICATION FEES:	
	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval)	
/	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation)	\$400.00 750.00
/	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application	750.00 \$400.00 * 3500.00 * 31000000000000000000000000000000000
/	BYLAW AMENDMENTS APPLICATION FEES: (Application Fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application Amendment to Land Use Bylaw	\$400.00 750 .0 \$500.00 + all associated costs \$500.00 + all associated costs
/	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application Amendment to Land Use Bylaw Amendment to Municipal Development Plan	\$400.00 750 . \$500.00 + all associated costs \$500.00 + all associated costs \$500.00 + all associated costs
/	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application Amendment to Land Use Bylaw Amendment to Municipal Development Plan Amendment to Intermunicipal Development Plan	\$400.00 750 . \$500.00 + all associated costs
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/	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application Amendment to Land Use Bylaw Amendment to Municipal Development Plan Amendment to Intermunicipal Development Plan Amendment to Area Structure or Redevelopment Plan	\$400.00 750 . \$500.00 + all associated costs
	BYLAW AMENDMENTS APPLICATION FEES: (Application fees do not guarantee approval) Plan Cancellation Bylaw (Lot Consolidation) Land Use Re-Districting Application Amendment to Land Use Bylaw Amendment to Municipal Development Plan Amendment to Intermunicipal Development Plan Amendment to Area Structure or Redevelopment Plan  LETTER OF COMPLIANCE:	\$400.00 750 . \$500.00 + all associated costs
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### **ALBERTA BEACH BYLAW NO. 287-22**

### PAGE 4 of 4

	ES PERMITS: ilding, Electrical, Gas, Plumbing, Demolition)	As per inspection agency
SOLID WAST	E & ORGANIC CARTS:	
	idential Solid Waste Cart Deposit (Refundable)	\$100.00 7 5
	idential Organic Waste Cart Deposit (Refundable)	\$100.00 ? ? \$100.00 ? ?
		3
	UBLIC WORKS LABOUR & EQUIPMENT	A. = 0.00
	our (includes Operator)	\$173.00
	r Hour (includes Operator)	\$109.00
	Hour (Includes Operator)	\$114.00
	per Hour (includes Operator) er Hour (includes Operator)	\$111.00 \$176.00
	r per Hour (includes Operator)	\$176.00 \$125.00
Mower - per H	hir	\$75.00
Steamer c/w T		\$65.00
1/2 Ton Truck -		\$24.00
Labourer - per		\$70.00
	Consultant - per Hour	\$80.00
		<b>V</b> 33.33
MUNICIPAL R	V PARK & CAMPGROUND:	
Season Rate:	Full Service Site Paid by May 31st	\$3,000.00
No. 101 D. 1	Full Service Site Paid after June 1st	\$3,300.00
Monthly Rate:	Full Service Site	\$1,000.00
weekly Rates:	Full Service Site Power & Water Site	\$300.00
	No Services Site	\$250.00
Daily Rates:	Full Service Site	\$200.00 \$ 50.00
Dany Nates.	Power & Water Site	\$ 45.00
	No Services Site	\$ 40.00
Cabin:	Weekly (if available)	\$ 600.00
	Above rates based on 2 adults & 2 Dependent Children	
	Extra Person(s) per person \ per night	\$5.00
Visitor Over Nig	ht Fee - Extra Tent Nightly Fee	\$15.00
Seasonal Sites	Additional Charges:	,
Extra F	ridge - Monthly Fee	\$10.00
Extra F	reezer - Monthly Fee	\$10.00
Winter Storage	Reserve Site (Due by Sept 15th of current year)	\$ 300.00
Winter Storage.	Reserve Site (After Sept. 15" of current year)	\$ 400.00
Boat Storage -	Winter Storage	\$100.00
BEACHWAVE	PARK.	
	aived by Council or C.A.O.	
	able to Alberta Beach Minor Ball or ABADASA	
Ball Diamond -	per Day per Diamond	\$50.00
Concession - pe		\$150.00
	/ashroom - per Day	\$75.00
Rink - per Day	•	\$100.00
Damage Depos	it (Refundable)	\$250.00
FIRE RATES:		As per Fire Bylaw
EOID ACOTO	TO INCOMMATION.	
	S TO INFORMATION;	#20 00 -lun
Reports adopte	ted by Alberta Beach	\$20.00 plus copy rates above
	s, Correspondence	\$20.00 plus copy rates above
	ee - per Hour for search of information exceeding 1 hr)	As per copy rates above \$35.00 (in addition to above fees)
Third Party Cos	is to Access Information	\$all costs (in addition to above fees)
		Amm anothe for common to oboth long)

<u>GST</u>:
Gst will be charged in addition to above fees where applicable. As applicable

### aboffice@albertabeach.com

From:

Paul Hanlan RPP MCIP CMML <development@albertabeach.com>

Sent:

November 20, 2022 3:01 PM

To:

aboffice@albertabeach.com

Subject:

Re: Schedule of Fees

### Anita/Cathy/Kathy

I have completed a review of the Village's Schedule of Fees and Rates (Bylaw 287-22) and recommend that Village Council consider just the following amendment for 2023.

Move "Plan Cancellation Bylaw (Lot Consolidation)" from the Bylaw Amendments Section to Subdivision Section (as the consolidation is technically a subdivision act) AND increase the charge from the current \$400 to \$750. I suggest the increased fee for the following reasons:

1. To better align with rates charged by other Summer Villages (and those similar communities) that have a limited number of developable properties (and - hence - additional assessment); and 2. To capture the increased costs of processing these Bylaws at Land Titles

Paul Hanlan RPP MCIP CMML Development Officer Village of Alberta Beach (780) 994-1883 development@albertabeach.com



### aboffice@albertabeach.com

From:

anita

Sent:

December 1, 2022 8:15 AM

To:

Don McNair

Subject:

Fwd: Fliwers

----- Forwarded message -----

From: **lions AB** < <u>lionsab74@gmail.com</u>>
Date: Tuesday, November 29, 2022

Subject: Fliwers

To: anita

Hi Anita. The Alberta Beach Flowers would like to build two new flower boxes. One under the sign coming into the village and one under the sign towards the boat launch. These boxes will be built theft proof.

Once council approves these we will ask the lions Club and the Ag society to fund the building of them.

Thank you.

**Deb Brown** 



### Alberta Community Partnership - [Intermunicipal Collaboration] - Application

APPLICANT INFORMATION

**Legal Name of Entity** 

**Summer Village of Val Quentin** 

PROJECT TITLE Water For Life Initiative: Potable Water Distribution Feasibility Study

PROJECT TIMELINE: April 2022 - December 31, 2024

PARTNERS: Village of Alberta Beach & Summer Villages of Sunset Point and Val Quentin

(Tri Village Region Partnership)

MANAGING PARTNER: SUMMER VILLAGE OF VAL QUENTIN All members in the partnership, including the managing partner, must pass resolutions or motions supporting their involvement in the project.

I certify, as the managing partner, that all participating members have passed resolutions or motions supporting participation in the project.

### **PROJECT OVERVIEW**

1. This project produces (check all that apply):

A regional service agreement, plan, framework or model

A study (e.g., shared service feasibility study, etc.)

An amended Intermunicipal Collaboration Framework and/or a new or amended Intermunicipal Development Plan

2. a. Provide a description of the project.

What is the purpose of the project?

What activities will the partnership undertake to complete the project?

What are the project's outputs and expected concrete results?

### Purpose:

The Province of Alberta and applicant municipalities made a significant investment to construct a potable water bulk truck fill station located at the corporate limits of Alberta Beach and operated by the West Inter Lake District (WILD) Water Commission.

The purpose of this project is to determine the feasibility of, and steps required to implement a regional potable water distribution system within the Tri Village Region Partnership that connects to the WILD Water Commission Regional Transmission Line system.

This will allow the Tri Village Region Partnership to fully realize the economic, health, and environmental benefits available to other communities through a potable water distribution system. In collaboration with WILD Water Commission, the Tri Village Region Partnership municipalities are responsible for the development of treated water supply and potable water distribution systems within the respective jurisdictions. The outcome of this project will help improve the viability and long-term sustainability of the Tri Village Region Partnership municipalities through regional collaboration and capacity building initiatives.

Tri Village Region Partnership does not have a water distribution network, and the lakes in the region may not be suitable for municipal water supply. The lack of access to large rivers leaves the region dependent on groundwater aquifers as the only source of local supply. In some areas suitable groundwater is not readily available, requiring cisterns, and for those areas where aquifer supplies do exist, these supplies will be generally unable to support the long term use and growth of the Tri Village Region Partnership.



This proposed study will provide the necessary details for informed decision making in preparation for implementation of a potable water distribution system in the Tri Village Region Partnership.

The study will align with Alberta Environment Regulations, Standards and Guidelines to ensure environmental objectives are met. Under the Environmental Protection and Enhancement Act, approved waterworks systems – including potable water storage facilities and water distribution systems must meet specific design, performance and monitoring standards and produce water that meets all relevant quality standards.

The study area is bordered by Lac Ste. Anne County, includes the Summer Villages of Val Quentin, Sunset Point and the Village of Alberta Beach and consists of residential and non-residential land use.

Based on Statistics Canada 2021 Census Information the number of private dwellings per municipality are:

Alberta Beach: 743 | Val Quentin: 160 | Sunset Point: 336 | Population Density: Average 2.1 per household

### **Partnership Activities:**

The Tri Village Region Partnership will strike an intermunicipal steering committee to manage the project.

Tri Village Region Partnership steering committee members will participate equally and work collaboratively to gain a better understanding of the best options for potential implementation of a new regional potable water distribution system.

### **Outputs and Expected Results:**

The potable water distribution study will undertake an in-depth analysis to establish options for a potable water distribution system. The feasibility study will provide an overview of existing services and examination of options for service models for implementation.

The study will inform the Tri-Village Region Steering Committee of viable models and costs associated with the development of a long-term potable water distribution system service for the region.

The consultant will provide comparable governance structures for systems similar in nature in the Province of Alberta. This will be helpful to determine if a commission, a municipal corporation or public/private partnership is more feasible.

The consultant will provide known funding options such as water for life, green initiatives, etc. for potential consideration and application. Should applicant contribution be required, the governance structure would identify the contribution amount required to repay a debenture to be made by the Tri Village Region Partnership.

The consultant's work plan shall include, but may not necessarily be limited to, the following:

- Collection and review of previous relevant studies.
- Examination of existing methods including inventory and number of wells, conditions, etc. and report on current state.
- Identify regional servicing options to meet each member municipality's requirements for the 25 year horizon, based on current standards. The regional system will need to demonstrate acceptable design life, per capita flows, industrial flow estimates, and peaking factors.
- Identify environmental issues to be addressed (water licenses, regulations, effluent standards, water conservation strategy).
- o Identify any public health issues associated with each alternative.
- Provide financial analysis and projections for annual operating and maintenance and capital construction costs.
- A field investigation of components pertaining to the water supply and distribution system including lagoon and pump stations.

The Tri Village Region Partnership Steering Committee will focus on the enhancement of regional plans, service delivery frameworks, and regional service delivery efficiencies.



### b. Describe how benefits will be shared among the participating municipalities. How does the project address municipal and regional needs?

Participating municipalities will engage in public consultation throughout the project. The Tri Village Region Partnership will focus on information sharing to inform the public about the study and to obtain input from potentially interested and affected parties during the process. The main goals and objectives of the public consultation process are to:

- Present clear and concise information to stakeholders at key stages of the study process
- Solicit community, regulatory and municipal input

The Tri Village Region Partnership will

- formally establish regional partnerships
- leverage economies of scale
- identify economic possibilities including new tourism opportunities in the region
- develop a model that may apply to the larger region
- create potential for Lac Ste. Anne County residents to connect to the potable water distribution system in the future

There may also be opportunity to work in partnership with First Nations communities to improve on-reserve water and infrastructure operations and management.

The WILD Water Commission Regional Transmission system receives water from a sophisticated treatment facility owned and operated by Epcor. This type of treatment cannot be matched economically for small urban areas. Having this quality of resources readily accessible is a major benefit, but only if fully utilized by the communities it borders.

Treatment facilities will not be required, however installation of pump station (s) will be necessary. There will be no impact to the wastewater which will still go into the Tri Village Region Sewer Services system. Implementation of the potable water distribution system may benefit the lagoon due to the reduced consumption as a result of metered potable water.

Tri Village Region Partnership will purchase water from the WILD Water Commission, and will allow for Tri Village Regional Sewer Commission to utilize metering information for a user pay billing arrangement and may improve the quality of the wastewater system.

The development and implementation of a potable water distribution system within the Tri Village Region Partnership respective boundaries will provide efficient direct connections with residential and non residential dwellings and fire hydrants. Establishing a fact based rate structure to account for all fixed and variable costs will result in cost recovery within the Tri Village Region Partnership.

It is envisioned that new development within the Village of Alberta Beach Intermunicipal Development Plan area will provide for potable water distribution systems and it is expected that over time, piped systems will be developed to existing development in the surrounding Summer Villages throughout Lac Ste. Anne County.

As referenced in the Alberta Beach Regional Intermunicipal Development Plan, (IDP) individual water wells should be discouraged within the IDP area. On an interim basis and at the discretion of Lac Ste. Anne County, a developer may be required to construct communal water systems for any development with an area greater than or equal to 32 ha. If the proposed development has an area less than 32 ha, the developer may be required to build a segment of the communal system and pay a calculated assessment fee for the construction of a future communal system for the subject site.

The system development charge is designed to pay for the cost of providing capacity to divert, store, treat and

distribute water. These costs are then added to the lot price and transferred to purchasers of the lot. When a system is growing, these charges can be a significant revenue source. Water treatment and distribution costs are usually accounted for separately, since the cost of the water distribution system is proportional to the number of properties and the housing density.

Reduced surface water resulting from climate change is impacting some water wells in the area. Climate change will profoundly affect our water supply as summers grow hotter and winters shorter. The impact of climate change on surface water such as algae blooms and lower water levels will result in the potential for reduced aquifer levels, flow rates and contamination.

A review of the <u>Water Well Drilling Reports</u> data confirms there are in excess of 700 wells in the study area. **Val Quentin: 115 wells | Alberta Beach: 526 wells | Sunset Point 181 wells** 

### **Excerpt from Summary of Groundwater Conditions in the Sturgeon River Basin**

Water wells screened in the bedrock are distributed throughout the Sturgeon River Basin however, the density of water wells is higher near lakes, where higher population densities are associated with recreational properties. It is expected that groundwater use near the lakes is seasonal, with demand concentrated in the summer. Developing a potable water distribution system can decrease this density and safeguard water aquifers from increased use as more residents transition to full time users. Regular water monitoring and analysis of water age in the system, type of distribution system material, distribution age, and chlorination management will contribute to a healthy water source for users.

### Does the project benefit stakeholders beyond the partnership?

Yes, the project has potential to benefit developments in additional villages and subdivisions within Lac Ste. Anne County.

Sustainable resources management and implementation of best water management practices and resource management align with the strategic plans for the Tri Village Region Partnership.

Mortgage lenders may be more inclined to provide loans for homes with reliable potable water distribution systems, unless landowners can provide plans that support consistent and documented maintenance and servicing records for their wells. In many cases, the resale value of residential properties will be greater than that of a property that isn't connected to a potable water distribution system.

Implementation of a metered water distribution system will have a positive impact on efficient potable water distribution in the Tri Village Region Partnership while contributing to the water economy, promoting public awareness, and encouraging consumers to be more accountable towards the environment. The benefits of metering include water use segregation for system planning, performance monitoring, improved customer service, and improved distribution system operations. Metering will help to determine a user-pay structure that is representative of the true costs for water services in the Tri Village Region. This capital improvement will provide a direct financial return on investment resulting in meter-reading and billing costs and improved customer service to residents

### PROJECT PRIORITY

### 3. Why are the project and the grant needed?

The project is necessary to help sustain the existing populations and ensure the continued economic viability and growth in the Tri Village Region Partnership while offering residents a safe, assured supply of potable water. The cooperative efforts of the Province of Alberta and the Tri Village Region Partnership will help bring this project through to completion.

Healthy water means healthy families and healthy communities which is what all people living in Alberta deserve. Untreated groundwater, especially in the Tri Village Region Partnership, contains high levels of metals, organic and inorganic materials that can be detrimental to health in general and more so for people



with certain medical conditions.

Water is a natural resource that requires conservation measures to minimize or eliminate water misuse or wastage. Water metering is a particularly effective method of encouraging the responsible use of water.

Unmetered water distribution systems are noted to have higher consumption rates that are similar to private well systems. Metered systems have been proven to reduce water consumption. People tend to water their lawns less in the summer, install water saving fixtures such as low flow toilets and faucets, and replace old appliances for modern efficient ones. This becomes even more noticeable during times such as these, where every dollar is being stretched to make ends meet.

From an emergency management perspective, the water distribution system study will help identify municipal-type water supply access points in the Tri-Village Region to minimize property damages during emergent events. Implementation of the water distribution system will provide greater safety and protection of property with sufficient flow and volume for fire suppression.

### a. Describe how and why this project is a priority for the region.

With the progress made on the construction of the Regional Transmission Line under the management of the WILD Water Commission, residents in the Tri-Village Region are advocating for access to water through a potable water distribution system in the Tri-Village Region.

The Federal and Provincial governments have invested 60 million dollars in funding to build a regional transmission line to the Tri Village Region Partnership's borders. Proceeding with the implementation of the regional potable water distribution system will increase the value and enhance the outcomes of the initial investment to ensure the Regional Transmission Line is operational and accessible for all residents. Without the financial partnership, individual municipalities would not be able to afford a project of this magnitude.

The completion of the potable water feasibility distribution study will also support the Tri Village Region Partnership focus on increased awareness of environmental stewardship. Outcomes from the Study will increase community awareness of the need for stronger water resource management and maintenance of the environment to protect its well-being and sustainability for current and future generations.

A potential corresponding reduction of damage to communities, and wider regional, roadway infrastructure may be realized through the elimination of water hauling by contractors and residents to service cisterns.

### b. What is preventing the partnership from undertaking the project in-house or from obtaining the resources or expertise needed for the project? How will the grant be used to resolve these barriers?

The municipalities in the Tri Village Region Partnership do not have access to in-house expertise or funding to hire the consultants and resources to complete the required engineering studies.

The grant funding will be used to secure the consulting group to complete the study and provide stakeholders with information and options to consider for implementation of a regional potable water distribution system.

Public engagement and information sharing sessions will be offered to key groups including the Northern Gateway Public School System, Non Governmental Organizations, local residents, business owners and the public. These stakeholder sessions will increase awareness and understanding to better support implementation of the potable water distribution system.



### PARTNERSHIP AND PROJECT READINESS

4. a. Provide a brief description of each partner's roles and responsibilities with respect to the project.

Each of the participating municipalities will appoint 2 Council members and their Chief Administrative Officer (CAO) to a steering committee, and the Councillors appointed to the steering committee will keep their respective Councils updated on the project as the project proceeds.

How will each participating member be involved in project planning, administration, and decision making?

The Tri Village Region Partnership Steering Committee will be responsible for preparation and management of the following:

- Terms of Reference
- Budget
- Work Plan Timelines monitoring reporting due dates and ensure the timely submission of all required reporting.
- Request for Proposal for Consultant
- Evaluation, Interview and Selection of Consultant
- Awarding of Contract
- Work Plan Monitoring
- Progress Reviews
- Final Report Review and copies provided for individual Tri Village Region Partnership Partners
- Public Engagement with Stakeholders and Residents

What arrangements and processes are in place or will be established to ensure the interests of each member will be met in project outcomes?

The Tri Village Region Partnership has an established relationship working collaboratively on a number of regional plans and initiatives, including Emergency Management, FCSS, Tri Village Sewer Services Commission.

The implementation of a potable water distribution system is identified as a priority in the Alberta Beach Regional Intermunicipal Development Plan signed by the Tri Village Region Partnership. Following are some references from the plans to support the initiative:

- Revenue and cost sharing needs to be addressed in upgrading and expanding infrastructure services.
- Infrastructure is in need of repair and upgrading, especially the provision of additional water supply and sewage collection capacity for new developments, and local road improvements.
- The Summer Village of Sunset Point Municipal Development Plan, Policy 5.1.1 states that The Summer Village will work with local municipalities and support initiatives to bring municipal water services into the Tri Village Region.



b. How will conflict be resolved to ensure a successful outcome which meets the interests of all project Provide details of any dispute resolution mechanisms in place or that will be established between the partners.

Dispute Resolution - as outlined in the Tri Region IDP Documents:

The Tri Village Region Partnership commits to resolving any disputes in a non-adversarial, informed and cost-efficient manner. Where there is no other existing agreement or bylaw, the following dispute resolution process will prevail:

The Tri Village Region Partnership will make all reasonable efforts to resolve all disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate negotiations.

Any dispute arising out of the implementation of this project will firstly be addressed by the administrations of the participating municipalities. Where a dispute cannot be resolved to the satisfaction of all parties after thirty (30) calendar days, the dispute will be referred to the Chief Administrative Officers of the three municipalities.

When a dispute cannot be resolved to the satisfaction of the Chief Administrative Officers after (30) calendar days, the dispute will be referred to the Water Distribution Feasibility Study Steering Committee.

Where a dispute cannot be resolved to the satisfaction of the Water Distribution Feasibility Study Steering Committee after thirty (30) calendar days, the dispute will be referred to the Councils of the participating municipalities.

When a dispute cannot be resolved to the satisfaction of the Councils of the participating municipalities, the municipalities will seek the assistance of a mediator acceptable to all three participating municipalities. The costs of mediation shall be shared equally between the three (3) participating municipalities.

In the event that a dispute cannot be resolved through steps outlined above, the dispute may be referred to a single arbitrator mutually acceptable to all parties. Failing mutual agreement, either party may apply to a Judge of the Court of King's Bench of Alberta to appoint an arbitrator whose decision shall be final and binding upon all participating parties.

The costs of arbitration shall be shared equally between the Tri Village Region Partnership.

c. Provide a concise overview of the project work plan, timeline, and project risks/risk mitigation strategies that are in place.

### **Risk Management Mitigation Strategy**

Organizational readiness has been discussed amongst the three municipalities as well as with Lac Ste. Anne County and additional partners and stakeholders in the Tri Village Region Partnership.

Awarding the contact to a consultant who is well informed in the design and construction of regional potable water distribution systems will be critical to the success of this project and will help to mitigate challenges during the study process. During the RFP Process, proponents will be vetted to ensure the successful proponent has the knowledge, expertise and resources to complete the project within the required timeline. Examining and understanding the needs of the Tri Village Region Partnership and stakeholders will be essential to the success of the project.

- The Tri Village Region Partnership Steering Committee will work collaboratively to review the consultant
  applications, and will proceed with interviews with consultants who can demonstrate strong expertise and
  knowledge in water distribution management.
- The proponent selected will be responsible for development of the findings, conclusions, and



- recommendations presented.
- The successful proponent and the Tri Village Region Partnership Steering Committee will be aligned in the understanding and agreement of the project scope and responsibilities through every step of the engagement.
- The successful Proponent and the Tri Village Region Partnership Steering Committee will agree upon the communication methods and frequency of updates to be provided throughout the duration of the study. The details of this agreement and understanding will be outlined and signed in an executed engagement letter. If the scope changes, the engagement letter will be updated through a formal addendum or other written communication with the Consultant. Over-communication is better than an unaddressed misunderstanding.
- Supporting documentation be readily accessible for research performed to support the Consultants conclusion.
- Tracking mechanisms will be monitored by the Managing Partner. An emphasis will be placed on potential
  internal and external risks. Risk identification; Prioritization; Mitigation Strategy and Evaluation and Feedback
  and Monitoring for continuous improvement. Some risks that could impact the project and timelines not being
  met; fieldwork; soil testing; time of year; weather; other regulators and processing time for government permits.
- Information about land-use activities, ownership, watershed boundaries, regional land-use boundaries, and municipal zoning will be useful when characterizing the source water area and identifying potential risks.
- Discussion and agreement between the Consultant to share the risk burden with the Consultant to minimize the economic impacts to the Tri Village Region Partnership.

### Timeline:

Based on the assumption that the Grant Application will be approved by March 31, 2023. Anticipated Completion Date December 31, 2024

April 2, 2023	<ul> <li>Development of RFP</li> <li>Development of Terms of Reference</li> </ul>
April 5, 2023	Request for Proposal Issued
April 21, 2023	Closing Date for Proposal Submission
May 15, 2023	<ul> <li>Interviews and reference checks completed</li> <li>Shortlist of potential consultant selections</li> <li>Develop communications and public participation plan completed</li> </ul>
May 31, 2023	<ul> <li>Contract Awarded to successful Consulting firm</li> <li>Scope of Project clearly defined</li> </ul>
June 2023	<ul> <li>Milestone Accomplishments - events; social media and e-blasts and post on websites</li> <li>Advise Minister's Office of events and communication related to an ACP funded project.</li> <li>Provide multiple mediums for engaging important groups outside of committee meetings (e.g. offline discussions, email copy lists, open houses).</li> <li>Conduct resident survey to obtain feedback</li> <li>Project Start Up Meeting</li> </ul>
Bi Weekly Meetings	<ul> <li>Progress meetings detailed in the work plan</li> <li>Record and file meeting minutes</li> <li>Identify successes, gaps, barriers, redundancies, and lessons learned through project team analysis and discussion based on the results</li> <li>Action items noted for improvement</li> <li>Ongoing Risk Management Assessments</li> <li>Timeline Review as per Work Plan</li> </ul>

December 2024

 Final Report and Recommendation to Tri Village Region Partnership Steering Committee and Councils.

### **INTERMUNICIPAL COLLABORATION - BUDGET**

5. a. What are the expenditure estimates provided under the Project Budget section based on? Include details on the anticipated project resources, service providers, or contractors.

Budget	\$206,000
	Tri Village Region Partnership Municipalities will each contribute \$2,000.00
Have not had opportunity to meet with a Co	onsultant - so these are estimated costs
Eligible projects costs	\$80,000 \$10,000 \$75,000 \$10,000
Contingency 10%	\$20,000.00
Ineligible project costs  CAO's meeting/ administration time & amp; expenses  Misc administration costs (photocopy etc.)  Meeting & amp; facility costs  Councilor meeting fees & amp; mileage expenses	These costs will be the responsibility of the Tri Village Region Partnership Municipalities

b. Provide a comprehensive, *itemized breakdown* of all your estimated project costs and expenditures in the table below. Insufficient or incomplete project cost information will impact the evaluation of your grant application.

Use the [+] button to add line items to specifically identify the types of consultant activities and vendor costs (advertising, printing, venue rental).

Only list the project cost information associated with the scope of work under this grant request. Capital expenditures are not eligible under the IC component.

Refer to the ACP program guidelines, Schedule 1A and 1B for full information on eligible and ineligible costs under the IC component.

**Item Description Estimated Item Cost** 

\$206,000

Total Project Costs (a) \$206,000

Total ineligible project costs (refer to Schedule 1A of the ACP \$0 Guidelines) (b)



Total funds from other grant programs applied towards eligible costs (d)

\$0

(Identify grant program name(s) below):

Federal Gas Tax program

New Deal for Cities and Communities

New Building Canada Fund - Small Communities Fund and the Gas Tax Fund

MSI (LGFF FRAMEWORK)

Debenture Borrowing

Clean Water and Wastewater Fund (IC 2014; IC 2016).

\$6000

Other cash contributions towards eligible costs (e)

\*Total ACP grant request [c - (d + e ) ] (f) \$200,000

\*The grant maximum under the Intermunicipal Collaboration component is 200,000.

### ADDITIONAL SUPPORTING PROJECT INFORMATION

6. Provide any other additional project details not included in the responses that will further inform ministry staff in understanding the benefits of your project.

Letters of Support Received from: Tri Village Region Sewer Services Commission West Inter Lake District (WILD) Water Commission Lac Ste. Anne Water Quality Management Society

**Letters of Support Requested from:** 

Northern Gateway Public School Lac Ste. Anne County

Reference: Summary of Groundwater Conditions in the Sturgeon River Basin

IDP Alberta Beach Regional Intermunicipal Development Plan

Lac Ste. Anne County MDP

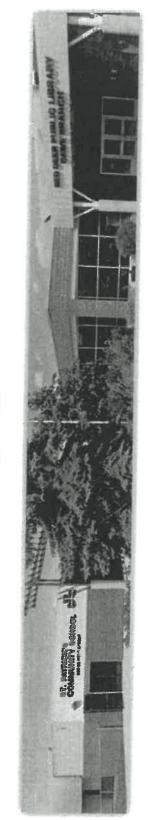
Lac Ste. Anne County Parts of the North Saskatchewan and Athabasca River Basins Parts of Tp 053 to 059, R 01 to 09, W5M Regional Groundwater Assessment 1998

Contributors: Karen St. Martin; Jason Madge; Morris Nesdole





## Guide for Creating Joint Use and Planning Agreements





JANUARY 2022

Please note:
this is not the complete document,
partial document was
Provided for brief
outline purposes.



### **ACKNOWLEDGEMENTS**

This Guide was made possible by a grant under the Alberta Community Partnership Grant Program. The grant application was sponsored by the following Member Municipalities of Parkland Community Planning Services (PCPS):

Village of Clive (Managing Partner)

Village of Alix

Village of Big Valley

Town of Bentley

Town of Penhold

Town of Ponoka

Summer Village of Parkland Beach

The contributions of the numerous School Board Elected Officials and Staff and Municipal Elected Officials and Staff who participated in various workshops and discussion sessions and provided feedback on draft materials is gratefully acknowledged and appreciated.

## **AVAILABILITY OF GUIDE**

The intent of the project was to create a resource that would be available to all Alberta Municipalities and School Boards – many of which will be establishing joint use and planning agreements for the first time. It is available for use without need of obtaining authorization by the author.

The content of this Guide is available in editable format (Word document) for any who wish to use it. To obtain the digital file please contact:

Craig Teal, RPP MCIP

irector

Parkland Community Planning Services

Email: craig.teal@pcps.ab.ca Phone: 403-343-3394

### **Table of Contents**

INTRODUCTION	FACILITY USE AND ACCESS PROVISIONS
	91
RACKCDOLIND AND OWERVIEW	11th Odd Culon
DACKGROOND AIND OVERVIEW	Identifying Available Facilities
What is a Joint Use and Planning Agreement?	Time Available for Use
Who must have an Agreement?	Organizational Culture and Reporting Relations
What does the Legislation require in the Agreement?	Eliable Users.
When do we have to have an Agreement in place?	Expectations of Flinible Hears
Which Sites must be addressed in the Agreement?	Latitude to Denville
How did the Requirement come about?	Boding Decedent
How can this benefit our Community?	booking Floredures
Is the Idea of laint I am and Planning A management of the Idea of	rees for shared Facilities
is ure liked of Joint Use and Planning Agreements new?	Custodial and Maintenance Responsibilities
What can we learn from Existing Agreements?9	Access to Equipment
	Damages to Facilities
GOVERNANCE APPROACHES AND PARTIES TO AGREEMENT12	Maintenance of Plaving Fields and Grounds
Introduction	22
Role of Elected Officials	
	DESIRED CHARACTERISTICS OF A SCHOOL SITE
Parties to the Agreement	Introduction
Third Parties and Facility or Site Specific Agreements	Size of Site



....26

...24

Site Shape and Configuration .... Frontage along a Public Street...

Accessible by Several Modes of Travel	Determining the Number of School Sites Needed
Site Topography and Soil Conditions28	Ability to Obtain Reserve Dedication
Plexibility for Design28	Reserve Land for Other Uses.
Access to Services	Use of Money in Place of Reserve
SCHOOL BOARD BLANNING DEOCECE	Municipal, School or Municipal and School Reserve38
Introduction	Land Developer Perspectives39
School Boards and the Province	Summary
School Board Capital Plans and Provincial Funding	DISPOSAL OF SCHOOL SITES
Determining School Building Priorities30	41
Getting to the Detailed Design Stage31	MODEL AGREEMENTS
Opportunities for Municipal and Community Partnerships32	64
The Site Evaluation Checklist32	Appendix A: Legislative References – Joint Use and Planning Agreement
Funding by Alberta Education33	Appendix B: Site Evaluation Checklist
The Construction Stage34	Appendix C. Legislative References – Reserve Land Dedication
Summary34	Appendix D: Legislative References - Transfer and Disposal of Reserve Land54
	Appendix E: Model Agreement "A"56
MUNICIPAL PLANNING FOR SCHOOL SITES35	Appendix F: Model Agreement "B"95
Introduction	Appendix G. Model Agreement "C"
Statutory Planning Tools35	

### INTRODUCTION

In 2020, the Province of Alberta formally amended the *Municipal Government Act* and the *Education Act* to require municipalities and school boards to establish joint use and planning agreements. This Guide provides background information about joint use and planning agreements and the many considerations that may go into these types of agreements. It is written to assist rural municipalities, smaller urban municipalities and schools boards as they work to establish agreements, many of which are being created for the first time, in a manner that meets the expectations of the legislation while serving the interests of their respective communities.

The Guide provides an overview section about joint use and planning agreements to give a quick reference about the subject and the expectations around creating the agreements. Subsequent sections provide information intended to familiarize those preparing the agreements with issues and considerations school boards and municipalities should take into account when considering shared access and use of facilities, planning for future school sites, planning new schools or expanding existing school buildings.

The Guide also provides a series of template or model agreements intended to assist municipalities and school boards to start the process. These model agreements have been created based on the experience of larger Alberta municipalities while taking into account the perspective of a rural municipality or smaller urban setting. The agreements also consider the more common regional nature of school boards outside Alberta's major urban centres.

## **BACKGROUND AND OVERVIEW**

## What is a Joint Use and Planning Agreement?

A joint use and planning agreement (JUPA) is a written agreement between one or more municipalities and one or more school boards which addresses:

- shared use and access to facilities,
- 2. funding of shared facilities and services, and
- 3. the planning and acquisition of new or expanded school sites.

The requirement to have an agreement and the minimum content to be included in the agreement are set out in the Municipal Government Act for municipalities. The Education Act contains similar clauses for school boards. Appendix A contains the specific references from the Municipal Government Act.

The agreement is intended as a flexible means of meeting the broad legislative responsibilities of each municipality and school board in a manner that best fits their local circumstances and preferences. There is no "one size fits all" model prescribed in the legislation.

January 2022

## Who must have an Agreement?

A municipality is expected to have an agreement with each "school board that is operating within the municipal boundaries of a municipality." This requirement is not linked to whether or not the school board operates a school located within that municipality. Offering services to students who reside in one municipality where the school they attend is located in another municipality is a form of "operating."

Drawing 1 on the next page provides a map showing a sample of the overlapping jurisdictions of municipalities and school boards for counties, towns and villages located within Central Alberta as of January 2022. Each municipality shown on the map has at least two school boards operating within its boundaries, being one of the two Francophone school boards that serve Alberta and a public school board. Many of the municipalities shown on the map have three school board's jurisdiction has been formally established. Occasionally, a rural municipality, such as Lacombe County, may have two public school boards or two Catholic school boards operating within their boundaries.

The map does not provide the full picture of where school boards operate. For example, the school boards operating in the Village of Alix include the Greater North Central Francophone Education Region and Wolf Creek School Division based on mapped jurisdictional boundaries. While the Village of Alix does not fall within the formal boundaries of a Catholic school division, Catholic school students residing in the Village of Alix may be served by a nearby Catholic school division through private or public transportation to the nearest Catholic school in a nearby municipality. This

means that at least one Catholic school division may need to be a party to an agreement with the Village of Alix.

The *Municipal Government Act* provisions allow more than one municipality to be party to a joint use and planning agreement. The Education Act provisions allow more than one school board to be party to the agreement. Once the number of school boards operating in a particular municipal jurisdiction is established, each municipality and each school board will need to determine if they wish to create bilateral (one municipality and one school board) agreements or join with other municipalities and school boards in the creation of multi-lateral (more than one municipality and more than one school board) agreements.

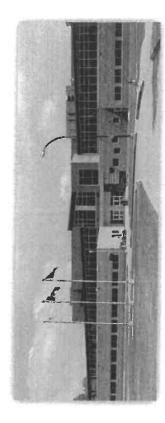
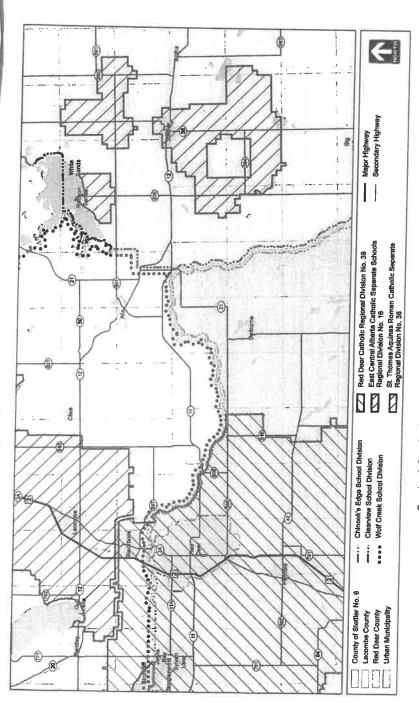


Figure 1: Olds High School, Olds, AB

January 2022



Drawing 1: Sample of Jurisdictional Boundaries in parts of Central Alberta

Guide for Creating Joint Use and Planning Agreements

Page 3

# What does the Legislation require in the Agreement?

Section 670.1(3) of the Municipal Government Act states that a joint use and planning agreement must contain provisions:

- 1. Establishing a process for discussing matters relating to:
- the planning, development and use of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality,
- transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality, Ö.
- disposal of school sites, ن
- the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality, and ö
- the use of school facilities, municipal facilities, and playing fields on municipal and fields and the payment of fees and other liabilities associated with them, municipality, including matters relating to the maintenance of the facilities reserves, school reserves and municipal and school reserves in the υi
- Respecting how the municipality and school board will work collaboratively, ۸i
- Establishing a process for resolving disputes, and mi
- Establishing a time frame for regular review of the agreement, and may, subject to the Municipal Government Act, regulations made under the Municipal

Government Act, the Education Act and regulations made under the Education Act, contain any other provisions the parties consider necessary or advisable.

Appendix A contains excerpts from the Municipal Government Act related to joint use and planning agreements.

# When do we have to have an Agreement in place?

Municipalities and school boards have until June 2023 to have an agreement in place. Tape Reduction Implementation Act provisions came into force. The Bill 25 provisions The legislation contains a three year deadline which began after the Bill 25, the Red came into force on June 10, 2020.

2023, the municipality and that school board have three years from the date that the part, the second scenario will apply to the changing boundaries of a Catholic school In addition, when a school board commences operating in a municipality after June school board commenced operations to put an agreement in place. For the most board or the formation of a new school board.

respecting joint use and planning agreements are mostly the same. The one area of Presumably the school board's partners in the agreement will also benefit from any extend the time period that a school board may have to enter into the agreement. difference is the Education Act provision that allows the Minister of Education to The legislative changes to the Municipal Government Act and the Education Act extension of time that may be granted by the Minister of Education.

Guide for Creating Joint Use and Planning Agreements

Page 4

January 2022

planning agreements. The intent appears to be that, once initially established, some The legislation makes no provision for the repeal or termination of joint use and form of agreement meeting the legislative requirements must always be in place between each municipality and each applicable school board.

# Which Sites must be addressed in the Agreement?

(iv). This means that some existing school sites are not required by the legislation to be addressed in the joint use and planning agreement. For many school sites across rural and small town Alberta, the only school present in the community may not be The text of the Municipal Government Act focuses on school sites and facilities and municipal and school reserves" that are referenced in section 670.1(3)(a)(i) through Municipal Government Act. These are the "municipal reserves, school reserves and acquired or may be acquired through the subdivision approval process under the located on a municipal reserve, school reserve or municipal and school reserve municipal facilities and playing fields that are located on lands that have been

Municipal Government Act. This means that a landowner was not required to provide the school authority for the Village of Clive (formerly the Board of Education for the The Clive School in the Village of Clive is an example of a school site in small town the school site as a condition of a subdivision approval. The school is located on a parcel of land that was purchased by Lacombe County when Lacombe County was Alberta that was not acquired using the reserve land dedication provisions of the County of Lacombe). Following the establishment of school boards as separate

entities in the early 1990s, ownership of this parcel went to the newly formed Wolf Creek Public Schools.

purpose of providing a recreation related facility. One example of this is the Penhold municipal reserve, school reserve, or municipal and school reserve parcels is also to be covered in the agreement. Similar to the Clive School example, not all municipal facilities and playing fields are located on a reserve parcel. Many of these facilities community gyms and a school. All Star Park in Blackfalds featuring several playing Regional Multiplex which accommodates municipal playing fields, arena, library, may be located on a site that was purchased as a fee simple parcel for the set The use and maintenance of municipal facilities and playing fields located on fields is another example.

subdivision, the legislation does not prohibit a municipality and school board from expectation that the parties stay within the parameters of the provincial legislation. Despite the specific reference to sites acquired through dedication at the time of expanding the scope of their joint use and planning agreement to address other topics, and presumably other sites. This broadening of scope is tempered by the

planning to operate a school on a municipal reserve, school reserve, or municipal and In a regional context, the school board serving one municipality may be operating or school reserve parcel in a nearby municipality. The inventory of sites to be addressed will depend on the operating patterns of the school boards and the municipalities that they serve and the decision to have bilateral or multi-lateral agreements.

Finally, where there is no school site in a particular municipality that is required to be addressed in the agreement under section 670.1(3)(a)(i) through (iv) of the Municipal

Guide for Creating Joint Use and Planning Agreements

Page 5

January 2022

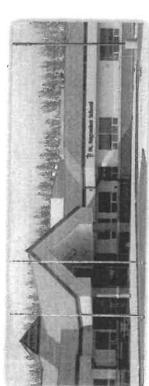


Figure 2: St. Augustine School, Ponoka, AB

## How did the Requirement come about?

In 2016 the Alberta Government published the "Guidelines for Planning School Sites" document. The Guidelines document is based on 2012/2013 consultations with school boards and municipalities around challenges that have been experienced in the planning, acquisition and servicing of new school sites. The identified challenges included:

- lack of available, suitable and serviced school sites when the need to build a school arises and school construction is planned;
- difficulties in collaborating due to the short time frame (only 3-5 years into the future) of Provincial funding commitments and municipal and school capital plans;
- insufficient local funding to provide services and road access to sites;
- inadequate site size to accommodate the size of school needed to serve the population;
- sites with significant limitations on development and flexibility for design and use; and
- differing interpretations of and lack of clarity around responsibilities to provide and service school sites.

The working group that was established to prepare the "Guidelines for Planning municipalities and school boards in working through the challenges. These are: School Sites" document put forward a series of guiding principles for use by

- 1. Schools are community assets;
- 2. Provincial, municipal and school authorities must collaborate in an integrated planning process, with a commitment to trust, transparency and ongoing information sharing for the benefit of the broader community;
- Integrated school planning and partnerships maximize the benefits to the broader community; m
- The roles and responsibilities of the provincial government, municipalities and school authorities regarding school sites must be clearly defined; 4
- Mutually agreed upon guidelines for the selection and development of school sites should be established locally; and
- Adequate resources must be available to adequately plan and undertake the servicing of sites.

One of the solutions to the issues that were raised through 2012/2013 consultations planning agreements. The result is the new legislative requirement found in Section recommendation was incorporated into the Municipal Government Act Review that started in 2015/2016. Bill 25, the Red Tape Reduction Implementation Act, amended the Municipal Government Act and the Education Act to include joint use and 670.1 of the Municipal Government Act. As of December 5, 2019 it became is the requirement for formal joint use and planning agreements. This

mandatory for all municipalities and the school boards operating within their boundaries to enter into a joint use and planning agreement.

builds on the theme of increased cooperation and collaboration at the local level that The idea of requiring a formal agreement between school boards and municipalities was part of the Municipal Government Act Review. In many ways it has similar aims as the intermunicipal collaboration frameworks that are now required between municipalities. These aims include enhancing:

- coordination between local authorities to avoid duplication of effort;
- stewardship of public funds and tax dollars used for capital projects and operations; and
- service delivery to the public.

## How can this benefit our Community?

Aside from meeting the legislative requirements, the preparation of a joint use and planning agreement has potential to benefit municipalities, school boards and the community at large. Possible benefits include:

- population that is school aged and for whom school related facilities and addressing key facilities that serve the approximately 20 percent of the programs are a substantial aspect of their daily lives and growth and development as community members;
- building on the role of schools as a key gathering place for the interaction of community members;

Guide for Creating Joint Use and Planning Agreements

Page 7

- having a pre-established process in place to respond to unexpected changes related to the need to provide a school site such as an unexpected increase in local population and/or enrolment growth;
- avoiding duplication of public spending and community fund raising on capital facilities such as community gymnasiums, pools, arenas, libraries, sports fields and playgrounds;
- streamlining routine site maintenance activities and finding economies of scale for such activities as snow and ice control and lawn mowing; and
- making the best possible use of existing public operating and capital expenditures.

# Is the Idea of Joint Use and Planning Agreements new?

The concept of a joint use and planning agreement is not new. Some municipalities, particularly those having a population larger than 10,000, and school boards have used some form of joint use and planning agreement since the late 1950s/1960s. For example:

- The City of Lethbridge has had a joint use agreement with Holy Spirit Roman Catholic Separate Regional Division and Lethbridge School District since 1959. It is believed to have been the first of its kind in Alberta.
- In 1966, the City of St. Albert created a joint use agreement with the public and separate school jurisdictions serving their community.

- By 1979, an agreement had been created between the City of Grande Prairie and the Grande Prairie Roman Catholic Separate School District and the Grande Prairie Public School District.
- Medicine Hat established an agreement with the Medicine Hat Public School District and the Medicine Hat Catholic Board of Education in 1982.
- The City of Calgary's agreement with the Calgary Public Board and Calgary
  Catholic School Board was updated in 2016 following use of the previous
  agreement for 31 years.

By 1977 Alberta's *Planning Act* had reference to joint planning agreements in relation to the subdivision powers and obligations of municipalities. The use of a reserve agreement was voluntary. It was a tool a municipality could choose to create to assist the Subdivision Authority in deciding how to allocate reserve dedications obtained through the subdivision process between the needs of the school boards and the open space plans of the municipality. The same references continue to appear in section 670 of the *Municipal Government Act* (see *Appendix A*).

In the past, the motivation to create formal agreements flowed from population growth in the community, especially during the first oil related economic boom and urbanization in the late 1970s. Increasing population growth necessitated increased attention to the planning of school sites as new neighbourhoods were designed and created. For larger urban municipalities the number and frequency of subdivisions involving school sites was reason for creating formal agreements and processes around reserve land acquisitions and site design.

Gulde for Creating Joint Use and Planning Agreements

Page 8

What can we learn from Existing Agreements? Where joint use and planning agreements have been used they are often split into two parts or exist as two separate agreements. One may focus on the "joint use" of While many of the existing examples of joint use and reserve land agreements may not be directly transferrable to small town and rural Alberta, there are several aspects that may be useful to consider. One is the general structure and the contents of the agreements.

sites. The other may focus on the land development and subdivision process and the

space and facilities aspect and paid little attention to the "planning" for new school

agreement is titled "Edmonton Joint Use Agreement: Facilities" and the other is titled

"Edmonton Joint Use Agreement: Land."

"land" or "planning" or "reserve agreement" aspects. The City of Edmonton's agreements with their respective school boards is an example of this split. One

The split in agreements and content often reflects the organizational structure of the

community services or parks department or equivalent. This matches their traditional function and focus on joint use of indoor recreation facilities and outdoor recreation

municipality. One part or agreement may be spearheaded by the municipality's

planning department and focus on the planning and acquisition of new school sites.

facilities. The other part or agreement may be spearheaded by the municipality's

The structure and content of existing example agreements can be broken into three major components. These are clauses and provisions related to:

- governance structure and administration of the agreement;
- use and maintenance of facilities; and
- school site planning and land management.

### Governance and Administration

The governance structure may contain two or three levels of committees with different functions. One may be an oversight committee comprised of elected officials and senior administrators with responsibility for the relationship between the parties and working to meet the spirit and intent of the agreement. Another may be a technical committee made up of senior and mid-level management staff tasked with making and negotiating planning and operational decisions under the agreement. The third level may consist of working committees that are called upon from time to time to address a specific issue and made up of staff with knowledge and expertise related to the issue.



Figure 3: Lacombe Composite High School, Lacombe, AB

Page 9

January 2022

Guide for Creating Joint Use and Planning Agreements

The role and responsibilities of each level of committee is typically established. The committees may be guided by an overall philosophy, pillars of agreement, road map or set of principles that have been agreed upon by the council and boards of the participants. The committee structure may form part of the dispute resolution mechanisms as failure to achieve consensus at a lower level committee means the matter in question gets moved up to the next committee. Where the oversight committee or parties cannot reach consensus formal dispute resolution mechanisms of meditation first followed by arbitration is common.

Administrative provisions commonly account for such items as:

- the length of the agreement and termination provisions (which is now a moot point since it is mandatory),
- amendments to the agreement,
- definition of key terms and phrases and rules of interpretation,
- ability to establish additional topic or site specific agreements as needed,
- schedules identifying facilities and sites that are subject to the agreement or not subject to the agreement,
- insurance, indemnification and save harmless provisions, and
- clauses related to notices, severability of unenforceable terms, successors and assignment of the agreement.

## Use and Maintenance of Facilities

The sections of agreements that address the use and maintenance of facilities tend to focus on the day to day operations of facilities and sports fields. This includes topics such as:

- those who are able to access various facilities and the expectations of users of the facilities, booking arrangements, availability, and scheduling of the facilities,
- fees and charges for users, collection and accounting of fees, use of revenues collected from user groups,
- staff and operating costs to facilitate public access,
- shared equipment that may be available to user groups, and
- responsibilities for maintaining indoor and outdoor facilities and expectations around the level of maintenance to be provided which may include mowing, turf and sports field maintenance, parking lot maintenance, snow and ice control,

A common approach in agreements is to provide facility specific agreements as needed. For example, if there is a shared municipal and school board space located in a school, there may be a separate appendix addressing the specific operating issues and cost sharing arrangements for that facility. In agreements with more than one school board, these types of arrangements may not involve all of the parties to the overarching agreement.

## **School Site Planning and Land Management**

The approach to site planning and acquisition that is used in many of the example agreements is built on the land use planning system employed by larger urban municipalities. It assumes the use of area structure plans covering more than one quarter section of land as a vehicle to record consensus on the number, size and location of future school sites. This is one aspect that may not readily translate to rural and small town Alberta situations.

The general content of the sections in example agreements dealing with site planning and land management addresses the following:

- the planning process to be used to identify the need for school sites and the expectations of the parties to participate,
- processes for sharing information related to general population and student enrolment growth for the purposes of projecting needs and annual monitoring,
  - parameters for the location, shape, size, servicing and characteristics to school sites.
- processes to allocate available sites between school boards,
- responsibilities for acquiring the site through the subdivision process or a negotiated acquisition process and then transferring the site to the school board,
- arrangements for the collection, management and use of cash-in-lieu funds collected through the subdivision process,
- the application of development related fees, offsite levy charges, development securities and off site servicing costs, and

processes and responsibilities for determining if a site is surplus, disposing of the site, and distribution of costs and proceeds related to the disposal.

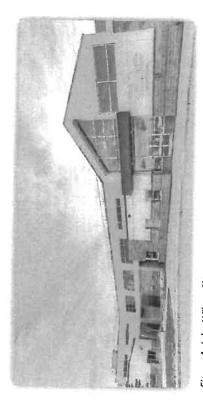


Figure 4: John Wilson Elementary, Innisfail, AB

# **GOVERNANCE APPROACHES AND PARTIES TO AGREEMENT**

#### Introduction

The legislative requirement to have a joint use and planning agreement in place focuses on individual school boards and individual municipalities. It does open up the possibility of several municipalities entering into an agreement with more than one school board. This section explores issues and considerations related to governance approaches that could be used for joint use and planning agreements in rural and small town Alberta.

Two key questions needing to be addressed in setting up an overall approach to a joint use and planning agreement for the first time are:

- the role of elected officials in relation to the agreement; and
- the parties to be included in each agreement.

#### Role of Elected Officials

The joint use and planning agreement that is created, and the system that it puts in place, is decided by the elected officials of each participating School Board and Municipal Council. Moving beyond this, each agreement will need to address whether or not there is an ongoing, direct role of elected officials in the routine operation of the agreement. This includes:

- determining if there is a need for periodic meetings between Municipal Council(s) and School Boards;
- determining if there is a need for a committee of elected officials that meets on a regular basis to monitor the agreement and activities taking place under it;
  - the role of elected officials in the implementation of the agreement for matters such as maintenance activities, community booking arrangements, scheduling, and similar activities;
- the benefits of involvement in the review of information pertaining to the planning of individual school sites and their fit within municipal land use plans; and
- assistance with the resolution of issues or disputes that may arise

Whether included as an active participant in the agreement or not, elected officials on the School Board or Municipal Council do not surrender their decision making role when it comes to setting policy, establishing service delivery and capital priorities, and making budget commitments for their respective organizations. For School Boards, the elected Board remains responsible for the overall provision of educational services. For Municipalities, the elected Council remains responsible for decisions on local land use planning matters and the provision of municipal facilities.

Including elected officials in the operation of the joint use and planning agreement will have an influence on how many parties to be included in a single agreement. This includes consideration of:

 the logistics of scheduling meetings in terms of the number of individual schedules that need to be coordinated;

Guide for Creating Joint Use and Planning Agreements

- the number of participants at the meeting and its effect on the ability to have meaningful dialogue;
- the tendency for increased formality of the meetings; and
- the potential trend to defer matters and to require reporting back from a separate meeting of municipal and school board administration when detailed operational issues need to be discussed.

### Parties to the Agreement

Many existing joint use and planning agreements used by larger urban centres address a relationship between three to four parties based on the boundaries of a single municipality. Across rural Alberta the interactions between municipalities and school boards involve more parties based on the higher likelihood of school boards having a regional jurisdiction spanning multiple municipalities. A case example of this is Lacombe County and the various municipalities and school boards operating within the County boundaries.

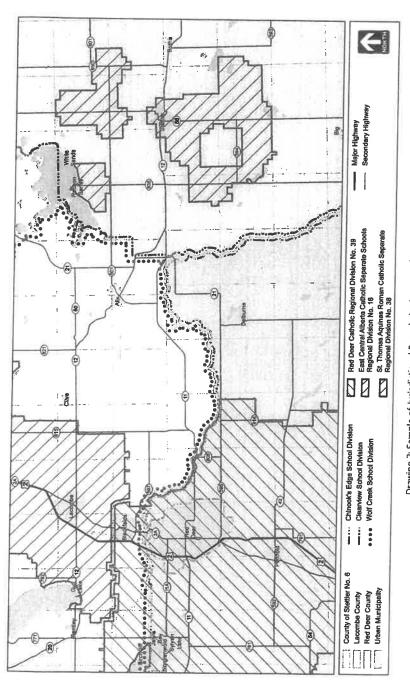
Drawing 2 on the next page shows the boundaries of three counties, several urban municipalities and several school divisions in Central Alberta. Using Lacombe County as an example, Drawing 2 shows that the boundaries of the Wolf Creek School Division (Public) include all of Lacombe County and all of the urban municipalities. The boundaries of the Red Deer Catholic School Division (Separate) and Saint Thomas Aquinas Roman Catholic Separate Regional Division (Separate) include portions of Lacombe County and only some of the urban municipalities. Not shown on Drawing 2 is the boundary of the Greater North Central Francophone Education

Region (Francophone) whose jurisdiction encompasses all of Lacombe County and the ten urban municipalities within Lacombe County. This means that each municipality may fall within the jurisdictional boundaries of up to three different school divisions.

Similar arrangements as described above will be found across rural Alberta. The relationship between each municipality and the school boards varies from municipality to municipality. Some municipalities have two school boards that have jurisdiction in their boundaries and some municipalities have three school boards that have jurisdiction within the municipality.

In addition to jurisdictional boundaries, some municipalities may not have a school building within their jurisdiction. For example, the four Summer Villages of Gull Lake, Sunbreaker Cove, Birchcliff and Half Moon Bay do not have a school within their boundaries and also have limited municipal recreation facilities. In contrast, the City of Lacombe and Town of Blackfalds each have several schools within their boundaries and operate a range of indoor and outdoor municipal recreation facilities. The degree of current interaction between each municipality and their respective school boards differs based on the presence of facilities that could be addressed in a joint use and planning agreement.

The regional nature of the school boards and the movement of students between schools located in different municipalities is also a consideration. It is not uncommon for students to be divided by grade range with higher grades, especially at the high school level, to attend a school in a municipality that is different than their place of residence. New facilities may be planned on a regional basis as opposed to focusing on the school needs of a single community.



Drawing 2: Sample of Jurisdictional Boundaries in parts of Central Alberta

Page 14

Recognizing the regional nature of school jurisdictions and operations, there are several possible approaches to the question of how many agreements to create and which parties to involve in each agreement. Some options are discussed below.

#### Regional Approach

A single agreement can be created involving all municipalities within a county and all school boards operating in that county. This may involve anywhere from seven (7) to fifteen (15) municipalities and school boards depending on the county being considered. Under this option a single core joint use and planning agreement may be established and make provision for sub-agreements as needed to address specific facilities and sites. For example, the communication and dispute resolution processes may be common for the entire county but the planning of a new school site may fall under a sub-agreement or sub-committee type process involving a smaller number of the parties.

Using a single agreement across the same county may reduce the number of agreements needing to be managed by municipalities and school boards. This may be offset by the number of sub-agreements that would also need to be managed by some of the parties.

The single agreement approach would reflect the regional approach to planning school facilities and the movement of students by school boards common in rural and small town Alberta. It may also account for the regional provision of specialized municipal recreation facilities. For example, a municipal pool located in one

municipality may be able to be accessed by the schools that are located in another municipality.

While the regional approach may have some appeal, it is likely to face some logistical challenges. One is the number of schedules for attendees needing to be coordinated to have an annual meeting. Another is the ability to have in-depth discussions with a potentially large number of meeting participants especially on topics that may not be of equal interest or involvement of all the parties.

## Local Municipality Based Approach

Under this approach participation in an individual agreement would be based on one municipality and the school boards that serve that municipality. For most municipalities this would mean a single joint use and planning agreement with at least two school boards being party to the agreement.

Creating agreements for each individual municipality would result in only one core agreement for the municipality to manage but there would be many agreements for school boards to manage. This approach would facilitate a high degree of coordination between the municipalities and school boards for issues falling within the one municipal jurisdiction covered by the agreement. It would not address the inter-relationship between municipalities served by shared school facilities or the ability to access specialized municipal recreation facilities located in another municipality. The use of sub-agreements and ability to bring in other parties as needed for discussion of those facilities or topics requiring a more regional approach

Guide for Creating Joint Use and Planning Agreements

Page 15



is one means of managing the need for coordination beyond a single municipality's boundaries

A variation of this approach could be to have agreements between a municipality agreements and the coordination between school boards would need to be and only one school board. For the municipality this would result in more addressed in another manner.

#### Sub-Regional Approach

approach portions of the county and one or two urban municipalities that are close may be an effective means of balancing the number of agreements, the logistics of For larger counties containing many urban municipalities a sub-regional approach to each other and the respective school boards may create a single agreement. meetings and having meaningful dialogue on common interests. Under this

While this approach may be more flexible that a full regional approach with all regional implication are being considered (e.g. new regional high school to be mechanisms to involve other parties as needed when topics that have a more possible parties under one agreement, it is likely that it would still require located in a municipality in the neighbouring sub-region).

## Hybrid Regional-Local Approach

operated by a Francophone Board may be located in the next county and the degree of interaction with the municipality may be low. Under these circumstances, a hybrid proportion of French speaking population in the municipality. The nearest facility Of the three school boards that may serve the population of a municipality, the Francophone School Board may be the least active depending on the relative regional-local approach may be workable.

Board where there is little annual interaction and no facilities to be shared. The Public This approach would create one agreement for all municipalities with the jurisdiction and Separate Boards would be parties to a separate agreement with one or more agreement would focus exclusively on the relation with the Francophone School of the Francophone School Board and the respective Francophone Board. This municipalities under one of the other available approaches.

Francophone School Board and other municipalities may be a lighter burden in terms of the need for regular meetings for coordination given the lower level of interaction. two Francophone School Boards that serve the Province and increase the number of Applying this approach may result in a manageable number of agreements for the agreements for individual municipalities. The separate agreement with the Meeting every three years or once per Board/Council term may reduce the administrative requirements.

Guide for Creating Joint Use and Planning Agreements

Page 16



#### aboffice@albertabeach.com

From:

angeladuncan@albertabeach.com

Sent:

November 7, 2022 2:54 PM

To:

'Richard Baker'; aboffice@albertabeach.com

Subject:

RE: Village Events Calendar

Hi Richard. I apologize, this fell off of our radar. Thank you for the follow-up. We are looking into the logistics of this and will let you know.

Regards,

#### Angela Duncan

Mayor, Alberta Beach
Vice President, Villages & Summer Villages, Alberta Municipalities
angeladuncan@albertabeach.com

From: Richard Baker <

Sent: November 6, 2022 10:41 AM

To: angeladuncan@albertabeach.com; aboffice@albertabeach.com

Subject: RE: Village Events Calendar

Hi Angela

Can I please get an update on this request?

Regards

Richard Baker

From: angeladuncan@albertabeach.com
Sent: September 24, 2022 1:03 PM

To: 'Richard Baker': aboffice@albertabeach.com

Subject: RE: Village Events Calendar

Hi Richard, I think that a community calendar is a great idea, but I am not sure of the logistics.

Kathy, is this something that is possible?

Thanks,

Angela Duncan
Mayor, Alberta Beach
Vice President, Villages & Summer Villages, Alberta Municipalities
angeladuncan@albertabeach.com

----Original Message-----

From: Richard Baker <

Sent: September 21, 2022 2:48 PM

To: Angela Duncan <a href="mailto:angeladuncan@albertabeach.com">angeladuncan@albertabeach.com</a>



Cc:						
Sub	iect:	Village	<b>Events</b>	Cal	lend	ar

#### Hi Angela

I hope you are keeping busy and having fun being the Mayor.

This a Richard current President of the Active 50 plus club. I have recently discovered that the village has an events calendar. One of our biggest struggles is competing for local resources and in discussions with other groups it seems we are all in the same boat.

Is there a way that we can team up with the village and other groups to utilize the villages online calendar?

This would allow all of us to see when events are scheduled and avoid conflicting dates. Additionally the general public will see the events and become familiar with the various clubs. With any luck people will be inspired to join one of our clubs.

I get it would require some time from the village to update the calendar but I feel the benefits would outweigh the inconvenience.

Please let me know your thoughts on this?

Regards Richard Baker

