

SUMMER VILLAGE OF WHITE SANDS COUNCIL MEETING  
AGENDA  
NOVEMBER 24, 2017  
9:00 AM  
TOWN OF STETTLER BOARD ROOM

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1. Call to Order
2. Additions to Agenda
3. Minutes
  - a. Adoption of the Minutes of the Regular Summer Village of White Sands Council Meeting held on October 18, 2017 2-6
4. Financial
  - a. Bank Reconciliation as of October 31, 2017 7
  - b. Statement of Revenue & Expenses as of October 31, 2017 8
  - c. Accounts Payable as of November 8, 2017 9-11
5. Administration/Current Concerns
  - a. Policy for Subdivision Appeal Board 12-13
  - b. Assessment Appeal Fee 14-33
  - c. Parkland Regional Library Board Budget 34-53
  - d. Proposed Subdivision in County 54-60
  - e. Cardboard Bin Rental 61
  - f. Council/Staff Reports
6. Correspondence
  - a. none
7. Bylaws
  - a. none
8. Additions
9. Next Meeting Date
10. Adjournment

**MINUTES OF THE REGULAR COUNCIL MEETING  
OF THE SUMMER VILLAGE OF WHITE SANDS COUNCIL  
HELD ON OCTOBER 18, 2017  
WHITE SANDS HALL**

**Present:** Mayor Lorne Thurston  
Councillor Bill Sanchuck  
Councillor Carl Cornelssen  
Chief Administrative Officer Graham Scott

**Absent:** None

1. **Call to Order:** Mayor Thurston called the Council Meeting to order at 11:00 a.m.

2. **Agenda Additions/Approval**

**Motion 17:10:01** Moved by Councillor Sanchuck to approve the agenda with the following additions:

- item 8(a): discuss the Fire Bylaw,
- item 8(b): discuss the Dog Bylaw,
- item 8(c): discuss the Community Standards Bylaw,
- item 8(d): discuss Land Use Bylaw amendments relating to building permits, development permits, driveways, culverts, and flood control
- item 8(e): discuss the possibility of a bylaw to allow ATV's/quads on Summer Village roads
- item 8(f): discuss the fees for Subdivision Appeal Board Hearings,
- item 8(g): discuss the fee for Assessment Appeal Hearings,
- item 8(h): request for access agreement for Pheasant Terrace drainage,
- item 8(i): cardboard bin rental costs

MOTION CARRIED  
Unanimous

3. **Adoption of Minutes**

(a) Minutes of the Regular Council Meeting held on August 25, 2017

**Motion 17:10:02** Moved by Councillor Cornelssen that the Minutes of the Regular Council Meeting held on August 25, 2017 be approved as presented.

MOTION CARRIED  
Unanimous

Business Arising from the August 25, 2017 Council Meeting

Remaining properties with unpaid RV permits for 2017.

**Motion 17:10:03** Moved by Councillor Cornelssen that those properties that did not pay for RV permits be invoiced and then if they don't respond, that they be charged under the Land Use Bylaw.

(b) Minutes of the Organizational Meeting held on August 25, 2017

**Motion 17:10:04** Moved by Councillor Sanchuck that the Minutes of the Organizational Meeting held on August 25, 2017 be approved with the addition of "(Alternate)" next to the appointment of Councillor B. Sanchuck under "Regional Waste Management Authority".

MOTION CARRIED  
Unanimous

Business Arising from the August 25, 2017 Organizational Meeting

None

4. **Financial** (a) Bank Reconciliations as of August 31, 2017 & September 30, 2017

**Motion 17:10:05** Moved by Councillor Cornelssen that the Summer Village of White Sands Council approve that Financial Item 4(a) be accepted for information.

MOTION CARRIED  
Unanimous

(b) Statement of Revenue & Expenses as of August 31, 2017 & September 30, 2017

**Motion 17:10:06** Moved by Councillor Sanchuck that the Summer Village of White Sands Council approve that Financial Item 4(b) be accepted for information.

MOTION CARRIED  
Unanimous

(c) Accounts Payable as of October 11, 2017

**Motion 17:10:07** Moved by Councillor Cornelssen that the Accounts Payable for the periods: Aug 31 - \$11,470.61, Sept 25 - \$7,619.08, Sept 27 -

\$8,611.59, Oct 11 - \$52,760.88 in the total amount of \$80,462.16 having been paid, be accepted as presented.

MOTION CARRIED  
Unanimous

5. **Bylaws** (a) None

6. **Administration/Current Concerns**

(a) Municipal Reserve Encroachment Report

CAO G. Scott

**Motion 17:10:08**

Moved by Councillor Sanchuck that the Summer Village of White Sands accept the contract Development Officer have the landowner enter into an encroachment agreement with the Summer Village of White Sands and that this agreement be registered with a Caveat on the Land Title. Any legal expenses for this endeavor are to be paid by the owner.

MOTION CARRIED  
Unanimous

**Motion 17:10:09**

Moved by Councillor Cornelssen that the contract Development Officer works with the landowner and IJD Inspections to have a building inspection of the detached garage.

MOTION CARRIED  
Unanimous

(b) Council/Staff Reports

- looking at the possibility of having 8 benches built near the beaches
- there is a new bulletin board no Lake View Avenue
- we are getting some Beach Disturbance signs from Alberta Environment
- we need two letters done up to request joint ownership of the truck fill station with the County and the Water Commission
- we should add a new tractor to a future capital budget

7. **Correspondence**

(a) AUMA Response to the Draft Municipal Government Act Regulations

CAO G. Scott advised that over the past several years, AUMA has worked closely with the Government of Alberta to assist in renewing the Municipal Government Act in a manner that best enables municipalities to provide high quality governance and services to Albertans. As part of this process, they have undertaken an extensive member engagement process to provide feedback on the regulations posted for comment in July 2017.

**Motion 17:10:10**

Moved by Councillor Sanchuck that the Summer Village of White Sands accept the AUMA Response to the Draft Municipal Government Act Regulations for information.

MOTION CARRIED  
Unanimous

8. **Additions**

(a) Fire Bylaw

Will discuss with the Regional Fire Chief to get an opinion if rates need to be changed or if the wording regarding fire pits, fireworks, etc. is adequate.

(b) Dog Bylaw

Will discuss with Bylaw Enforcement to get an opinion on if rates need to be changed or if the wording is adequate.

(c) Community Standards Bylaw

Will discuss with Bylaw Enforcement to get an opinion if rates need to be changed or if the wording is adequate.

(d) Land Use Bylaw Amendments

These are still being written by our contract development officer with an estimated Spring delivery.

(e) ATV's/Quads on our roads

There was discussion about how a Summer Village bylaw can allow ATV's/quads on the roads, but would also have to disallow dirt bikes, go-carts, dune buggies, and golf carts. Currently we rely on the Alberta Traffic Act and so the liability, enforcement etc. stays with the province/RCMP. Would this mean that

enforcement, liability, permits, inspections etc. would now be the responsibility of our Summer Village? Perhaps a question for the Solicitor-General in Edmonton?

(f) Fees for Subdivision Appeal Board Hearings

Administration will report on this at the next meeting

(g) Fees for Assessment Appeal Board Hearings

Administration will report on this at the next meeting

(h) Request for access agreement for Pheasant Terrace drainage

A request was received, and administration will contact them to get more information

(i) Cardboard bin rental costs

Administration would compile some historical information

9. In-Camera Session

(a) None

10. Next Meeting Date Call of the Chair

11. Adjournment

**Motion 17:10:11** Moved by Councillor Sanchuck that this Regular Meeting of the Summer Village of White Sands Council be adjourned.

MOTION CARRIED  
Unanimous at 12:25 a.m.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS  
BANK RECONCILIATION  
As of October 31, 2017**

Net Balance at End of Previous Month	\$ 1,360,147.74
ADD: General Receipts	9,986.49
Interest Earned	1,764.22
Investments Matured	<u>0.00</u>
<b>SUBTOTAL</b>	<b>1,371,898.45</b>
LESS: General Disbursements	81,706.42
Investments	0.00
Returned Cheques	0.00
Bank Charges	<u>8.72</u>
<b>SUBTOTAL</b>	<b><u>81,715.14</u></b>
<b>NET BALANCE AT END OF CURRENT MONTH</b>	<b><u><u>\$ 1,290,183.31</u></u></b>

Balance at End of Month - Bank	1,291,341.61
ADD: Outstanding Deposits	0.00
LESS: Outstanding Cheques	<u>1,158.30</u>
<b>NET BALANCE AT END OF CURRENT MONTH</b>	<b><u><u>\$ 1,290,183.31</u></u></b>

INVESTMENTS:	0.00
	<u>0.00</u>
<b>SUBTOTAL</b>	<b><u>0.00</u></b>
<b>TOTAL CASH ON HAND AND ON DEPOSIT</b>	<b>\$ 1,290,183.31</b>

THIS STATEMENT SUBMITTED TO SUMMER VILLAGE OF WHITE SANDS THIS  
1st DAY OF NOVEMBER 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

<b>GENERAL RECEIPTS SUMMARY</b>		
Tax	AR	8,624
RV Permits		0
Bldg Permits		1,332
Multipurpose		0
Ambulance		0
Other		<u>30</u>
	Total	9,986

	<b>YTD Actual</b>	<b>Variance</b>	<b>Annual Budget</b>
<b>Revenue</b>			
General Administration	9,264.47	601.53	9,866.00
Protective Services	824.00	126.00	950.00
Roads, Streets, Transportation	750.00	11,283.00	12,033.00
Planning & Development	17,887.50	(1,687.50)	16,200.00
Recreation & Parks	-	-	-
Taxes/Penalties	581,750.49	1,480.51	583,231.00
Other Revenue	10,026.94	(6,026.94)	4,000.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Total Revenue</b>	<b>\$ 620,503.40</b>	<b>\$ 5,776.60</b>	<b>\$ 626,280.00</b>
<b>Expenses</b>			
Council & Legislative	9,476.16	4,523.84	14,000.00
General Administration	40,698.38	26,601.62	67,300.00
Fire Fighting & Preventive	34,742.73	5,257.27	40,000.00
Disaster Services	500.00	-	500.00
Ambulance	-	-	-
Bylaw Enforcement	1,030.00	1,970.00	3,000.00
Roads, Streets, Transportation	43,776.58	26,106.42	69,883.00
Water Department	3,390.94	6,056.06	9,447.00
Garbage Collection & Disposal	13,048.65	4,335.35	17,384.00
Planning & Development	16,344.15	8,155.85	24,500.00
Parks & Recreation	34,258.77	10,641.23	44,900.00
Culture	5,069.20	3,380.80	8,450.00
Requisitions	225,661.23	88,728.77	314,390.00
Contingency	-	12,000.00	12,000.00
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Total Expenses</b>	<b>\$ 427,996.79</b>	<b>\$ 197,757.21</b>	<b>\$ 625,754.00</b>
<b>Surplus/Deficit</b>	<b>\$ 192,506.61</b>	<b>\$ (191,980.61)</b>	<b>\$ 526.00</b>

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	5387
Cheque Date	First	Last		5388

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
=====			
E.K. Landscape	5387	2017-10-16	\$26,559.75
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----		
	Craig's Cove Drainage	0279	\$2,205.00
	Water Station Building Site Pr	0281	\$24,354.75
=====			
Five Star Ventures Ltd.	5388	2017-10-16	\$147.00
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----		
	Sep 2nd Carboard bin dump	5372	\$31.50
	Sep 8th Cardboard bin dump	5383	\$31.50
	Sep 25th Cardboard bin dump	5453	\$31.50
	Sep Cardboard bin rental	5560	\$52.50
	-----		
	Total Cheques		\$26,706.75
			=====

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	5389
Cheque Date	First	Last		5394

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
=====			
Access Gas Services	5389	2017-10-24	\$67.06
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
Trans/Hall - Sept Gas Bill		201709-3683	\$67.06
=====			
Berger, Allen	5390	2017-10-24	\$1,499.08
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
October Contracted services		686163	\$1,349.08
Trans - Sept fuel/cell phone		2017.10.09	\$150.00
=====			
Chapman Riebeek	5391	2017-10-24	\$87.41
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
Admin - Sept Legal Fees		3189	\$87.41
=====			
Enmax	5392	2017-10-24	\$307.80
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
Misc - Sept Power Bill		17-2723261	\$307.80
=====			
IJD Inspections Ltd.	5393	2017-10-24	\$36.99
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
Pl & Dev - Sept Permits		WS2017-09	\$36.99
=====			
Kathy's Printing Service Inc	5394	2017-10-24	\$240.45
=====			
Invoice Description		Invoice Number	Invoice Amount
-----			
Office - Envelopes		3588	\$240.45
=====			
		Total Cheques	\$2,238.79
			=====

Ranges:	From:	To:	From:	To:
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last	Cheque Number	5395
Cheque Date	First	Last		5403

Sorted By: Cheque Number

Distribution Types Included:All

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
AAMDC	5395	2017-11-09	\$32,815.39
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Com Svc - 911 signs and posts	1121-50003369	\$32,614.05
	Com Svc - 911 signs	1121-50003370	\$139.39
	Com Svc - 911 Signs	1121-50003371	\$61.95
-----			
County of Stettler Housing Aut	5396	2017-11-09	\$10,179.25
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Req - 4th Qtr 2017 Requisition	2017.11.01	\$10,179.25
-----			
Five Star Ventures Ltd.	5397	2017-11-09	\$115.50
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Landfill - bin dump 23.10.17	5594	\$31.50
	Landfill - bin dump 11.10.17	5610	\$31.50
	Landfill - bin rental Oct 2017	5888	\$52.50
-----			
Gra-Core Consulting & Investme	5398	2017-11-09	\$2,383.50
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Pl&Dev - 09/17 mileage/contrac	2017-009	\$2,383.50
-----			
Parkland Regional Library	5399	2017-11-09	\$179.14
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Library - 4th Qtr Requisition	170259	\$179.14
-----			
Paul's Road Maintenance	5400	2017-11-09	\$1,176.00
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Trans - blade roads	7472	\$1,176.00
-----			
Scott, Graham	5401	2017-11-09	\$857.19
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Admin - Mileage Sep 11,12	2017.11.01	\$180.00
	Admin - Lodging & Mileage	2017.10.25	\$677.19
-----			
Stettler Home Hardware	5402	2017-11-09	\$108.59
-----			
	Invoice Description	Invoice Number	Invoice Amount
	-----	-----	-----
	Trans - canada flag	110396	\$81.87
	Trans - paint tray & tape	110500	\$16.23
	Trans - paper towels	110581	\$10.49

Vendor Name	Cheque Number	Cheque Date	Cheque Amount
Town of Stettler	5403	2017-11-09	\$8,479.21
=====			
Invoice Description	Invoice Number	Invoice Amount	
Misc - fuel, wifi, postage etc	IVC026618	\$4,583.09	
Parks -Sal Rev PP13,19,21,22	20171108	\$3,896.12	
	Total Cheques		----- \$56,293.77 =====

## TOWN OF STETTLER

Prepared by: Corporate Services Committee Number: IV-8(a)

Adopted by: Town of Stettler Council Date: 1993 03 16

Revised: 2014 07 02

Title: **Subdivision and Development Appeal Board (SDAB)**

Purpose: To establish a policy for the operation of the Subdivision Development Appeal Board.

Policy Statement: Fees for anyone wishing to be heard by the Subdivision and Development Appeal Board will be charged as follows:

- \$200.00 per appeal

### Member Remuneration

- Subdivision and Development Appeal Board members will be remunerated \$20.00 per hour of time spent in hearings or meetings per appeal.
- Subdivision and Development Appeal Board members are required to do any hearing preparation, review, research and etc. as a volunteer and on their own time.

## SUMMER VILLAGE OF WHITE SANDS

Prepared by: Administration Number: V

Adopted by: Town of Stettler Council Date: 2017 11 10

Title: **Subdivision and Development Appeal Board (SDAB)**

Purpose: To establish a policy for the operation of the Subdivision Development Appeal Board.

Policy Statement: Fees for anyone wishing to be heard by the Subdivision and Development Appeal Board will be charged as follows:

- \$500.00 per appeal

### Member Remuneration

- Subdivision and Development Appeal Board members will be remunerated \$75.00 per hour of time spent in hearings or meetings per appeal.
- Subdivision and Development Appeal Board members are required to do any hearing preparation, review, research and etc. as a volunteer and on their own time.

## **BYLAW 92-03**

BEING A BYLAW OF THE SUMMER VILLAGE OF WHITE SANDS, IN THE PROVINCE OF ALBERTA FOR THE ESTABLISHMENT AND FUNCTION OF AN ASSESSMENT REVIEW BOARD AND GENERAL MATTERS RELATING TO THE PROCEEDINGS THERETO.

WHEREAS, the Municipal Government Act, Chapter M26.1, 1994, and amendments thereto, provides for a municipality to establish an Assessment Review Board and decide on its function.

WHEREAS, the Municipal Government Act, Chapter M26.1, 1994, and amendments thereto, provides for a municipality to determine the proceedings relating to the Assessment Review Board.

NOW THEREFORE, the Municipal Council of the Summer Village of White Sands, duly assembled, enacts as follows:

1. The Assessment Review Board for the Summer Village of White Sands is hereby established.

2. Appointment

Council shall appoint by resolution three members who shall be the three members of the Municipal Council to the Assessment Review Board.

3. Term of Office

The term of appointment of the members of the Assessment Review Board shall be three years from the date of the first organizational meeting held after the election.

4. The Chief Administrative Officer of the Summer Village of White Sands is hereby appointed to act as the clerk of the Assessment Review Board and shall perform those functions as stated in the Municipal Government Act.

5. Proceedings

Prior to the first hearing of the Assessment Review Board, the Board shall, from amongst themselves, appoint a presiding officer.

6. Quorum

A majority of the members of an Assessment Review Board constitutes a quorum.

7. Decision of the Board

A decision of a majority of the members of an Assessment Review Board is the decision of the Assessment Review Board.

8. Filing a Complaint

A complaint may be filed with the Clerk of the Assessment Review Board at the address and within the timelines shown on the Summer Village of White Sands assessment or tax notice. A person wishing to make a complaint about any assessment or tax must do so in accordance with Section 460 of the Municipal Government Act.

9. Withdrawal of Appeal

A complainant may withdraw a complaint at any time prior to the Assessment Review Board Hearing provided that the withdrawal is in writing and is subject to Sections 11 & 12.

10. Fees

- a. The Council of the Summer Village of White Sands hereby requires that a fee of \$50.00 per property be payable by persons wishing to make complaints or to be involved as a party or intervener in a hearing before the Assessment Review Board and for obtaining copies of an Assessment Review Board's decisions and other documents.

11. Refund of Fees

- a. No refund of fees shall be made if the withdrawal is not received at least seven (7) calendar days prior to the Hearing.
- b. If the Assessment Review Board makes a decision in favor of the complainant, the fees paid by the complainant under the Section 11(a) shall be refunded.
- c. If on appeal to the Municipal Government Board a decision is in favor of the complainant the fees paid by the complainant under Section 11(a) shall be refunded.

13. Bylaw No. 67 is repealed in its entirety.

THIS BYLAW shall come into force and effect on final reading thereof.

Read a first time this 5<sup>th</sup> day of April, A.D. 2003.

Read a second time this 5<sup>th</sup> day of April, A.D. 2003.

Read a third time and finally passed this 5<sup>th</sup> day of April, A.D. 2003.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011

Between

**The City of Red Deer**

("Coordinator")

- and -

**The Town of Stettler**

("Member Municipality")

**AGREEMENT FOR REGIONAL ASSESSMENT REVIEW SERVICES**

**BACKGROUND**

- A. The City of Red Deer is the Coordinator for property assessment complaints for the residents of the Member Municipalities identified in Schedule A;
- B. The Member Municipalities wish to partner together to create one Regional Assessment Review Board.
- C. The Member Municipality is willing to join the Central Region Municipalities' membership.

The Parties agree as follows:

**1. AGREEMENT**

The following schedules form part of this agreement:

Schedule A – List of Member Municipalities

Schedule B – Sample Bylaw

Schedule C- Statement of Work

Schedule D – Membership and Other Fees

**2. DEFINITIONS**

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

- a. **"Assessor"** is the person appointed by the Member Municipality to assess residents' property.
- b. **"Assistant Clerk"** is a staff person employed by a Member Municipality to provide service to the Complainant;

- c. **“CARB”** is Composite Assessment Review Board as defined by the Matters Relating to Assessment Complaints Regulation;
- d. **“Clerk”** is the staff person appointed by the CAO of the City of Red Deer to act as the Designated Officer to the Regional Assessment Review Board;
- e. **“Complainant”** is an assessed person or taxpayer of the Member Municipality who files a complaint regarding that person’s tax or assessment notice;
- f. **“Coordinator”** is The City of Red Deer.
- g. **“LARB”** is Local Assessment Review Board as defined by the Municipal Government Act;
- h. **“Member Municipality”** is a municipality listed in Schedule A;
- i. **“Nomination Review Committee”** is a five member committee, appointed by the Member municipalities to appoint members to the Regional Assessment Review Board;
- j. **“Regional Assessment Review Board”** means the Board appointed to hear appeals on tax and assessment notices established in accordance with section 454 of the Municipal Government Act.

### 3. MEMBER MUNICIPALITY RESPONSIBILITIES

- 3.1. The Member Municipality shall be entitled to participate in the Regional Assessment Review Board once it passes a Bylaw in the form attached as Schedule B.
- 3.2. The Member Municipality will participate in establishing the Nomination Review Committee.
- 3.3. The Member Municipality will pay the membership fee in consideration for the services to be provided by the Clerk within one month of the decision to participate in a regional service delivery model for assessment complaints and will pay the membership fee annually to continue participation in the regional service delivery for assessment appeals for any consequent year upon the anniversary date. The membership fee covers Services as defined in Schedule C tables A and B.
- 3.4. In addition to the membership fee, the Member Municipality will pay additional fees for a Merit Hearing, a LARB Hearing and a CARB Hearing. In instances where a complaint is withdrawn before the day of the hearing, the Member Municipality will be obligated to pay only 50% of the fee. Any fee is payable 30 days upon receipt of invoice.
- 3.5. If there is a fee surplus at the end of the term, it will be divided equally to all Member Municipalities. If there is a deficit, the amount will be recovered from Member Municipalities on a pro-rated basis established based on the number of the appeals.
- 3.6. If legal services are required for general purposes to facilitate the administration of the complaint, (i.e. procedure questions) the cost of the service will be paid by the Coordinator.

3.7. If legal services are required for issues that relate only to a specific complaint, the cost of the service will be payable by the Member Municipality which has jurisdiction over the appeal, 30 days upon receipt of invoice.

#### **4. COORDINATOR RESPONSIBILITIES**

- 4.1 The Coordinator will provide services for the Member Municipality as identified in Schedule C.
- 4.2 The Coordinator will, at the request of the Member Municipality, assist during negotiations between the Assessor and the Complainant.
- 4.3 The Coordinator is responsible for ensuring the Regional Assessment Review Board members receive training in accordance with the MGA and regulations.
- 4.4 The Coordinator will keep a record of the complaint in accordance with the MGA and regulations.
- 4.5 The Coordinator will retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for ten (10) years upon receipt of such paper records. However, agendas and minutes are permanent records.
- 4.6 The Coordinator will obtain legal services when required.

#### **5. ASSISTANT CLERK RESPONSIBILITIES**

- 5.1 The Assistant Clerk will, when required, administer withdrawn appeals in accordance with the Member Municipality's practice.
- 5.2 The Assistant Clerk will, upon receiving an appeal, review the documents for validity and compliance with the MGA and regulations.
- 5.3 The Assistant Clerk will forward a copy of all the appeal documents to the Regional Clerk, and advise regarding hearing location preferences.
- 5.4 Any other responsibilities as identified in Schedule C.

#### **6. BOTH PARTIES RESPONSIBILITIES**

- 6.1 Both parties will make every reasonable effort to ensure that personal information that will be or is intended to be used to make a decision in an assessment review is both complete and accurate.

#### **7. TERM**

- 7.1 The term of this Agreement is for two years from the execution date. The term may be extended for another five (5) years in one year increments at the Coordinator's sole discretion.

## **8. PAYMENT OF FEES**

8.1 The Member Municipalities agree to pay the City the fees for the services within 30 days of receipt of invoice. Fees are set out in Schedule D.

## **9. PRIVACY**

9.1 The Coordinator is subject to the *Freedom of Information and Protection of Privacy Act* (FOIP) and will protect the confidential information provided from unauthorized access or disclosure.

9.2 The Member Municipalities shall ensure that any information of a confidential nature which it provides to the Coordinator is clearly marked as such.

## **10. INFORMATION SHARING**

10.1 In order to process reviews for a property tax or assessment notice, the Coordinator is authorized to collect the following types of personal information:

.1 Roll#

.2 Legal Address

.3 Civic Address

.4 Registered Owner Name(s)

.5 Registered Owner(s) mailing address and phone number

.6 Assessed Value and Assessment Class of the property under review

.7 Name, address and phone number of Registered Agent for the Owner

10.2 The specific personal information will be collected from the Member Municipality.

10.3 The collection of personal information from a source other than the individual the information is about is authorized by FOIP Section 34(1)(b).

## **11. TERMINATION OF AGREEMENT**

11.1 The Member Municipality may withdraw at any time upon ten (10) days written notice, forfeiting the full amount of the membership paid.

11.2 The Coordinator may terminate the agreement at any time upon six (6) months written notice.

## **12. DISPUTE RESOLUTION**

12.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:

.1 Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or

.2 Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the Arbitration Act, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queens Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the Arbitration Act of Alberta.

### **13. INDEMNIFICATION**

- 13.1 The Member Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its Officers, Directors and Employees against all damages, liabilities or costs arising out of the property assessment or disputes related to the property assessment.
- 13.2 The Member Municipality is solely responsible for the property assessments and compliance with the outcome of the disputed property assessments.
- 13.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

### **14. INSURANCE**

- 14.1 The Member Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:
- .1 Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate;
- .2 General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as additional insured
- 14.2 Certificates evidencing the existence of the policies shall be provided to the Coordinator.

### **15. NOTICES**

- 15.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if delivered to:

To the Member Municipality at:

The Town of Stettler  
Box 280  
Stettler, AB T0C 2L0  
Phone: (403)742-8305 Fax: (403)742-1404

To the Coordinator at:

The City of Red Deer  
4914-48 Ave  
Red Deer AB T4N 3T3  
Phone: (403)342-8273 Fax: (403)341-6960

## **16. FORCE MAJEURE**

16.1 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the **control of either party**.

## **17. SINGULAR AND MASCULINE**

17.1 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

## **18. GOVERNING LAW**

18.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta except the International Sale of Goods Act, which is specifically excluded. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

## **19. INTERPRETATION**

19.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

## **20. SUCCESSORS**

20.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

## **21. ENTIRE AGREEMENT**

21.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

## **22. COUNTERPART**

22.1 This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

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

In the absence of a corporate seal, the "Affidavit Verifying Corporate Signing Authority" and the "Affidavit of Execution" attached shall be completed in full.

The Town of Stettler

The City of Red Deer

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Member Municipality

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City Clerk

## Schedule A

To be developed with full list of the Member Municipalities and their full address and contact numbers.

## **BYLAW NO. 2010-11**

Being a bylaw of the Town of Stettler, Alberta to establish a Regional Assessment Review Board.

### **Background**

Section 456 of the *Municipal Government Act*, permits two or more Councils to jointly establish assessment review boards to have jurisdiction in their respective municipalities;

The City of Red Deer and the Regional Partner Municipalities jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality;

The City of Red Deer will pay for the costs associated with the establishment and operations of the Regional Assessment Review Board and each Regional Partner Municipality will pay both a member fee and a user fee to the City in respect of their portions of those costs.

COUNCIL OF THE TOWN OF STETTLER ENACTS AS FOLLOWS:

### **Short Title**

- 1 The short title of this Bylaw shall be the "Regional Assessment Review Board Bylaw".

### **Definitions**

- 2 (1) Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.
  - (2) In this bylaw the following terms shall have the meanings shown:
    - (a) "Board" means the Regional Assessment Review Board;
    - (b) "CARB" means the Composite Assessment Review Board established in accordance with the '*Matters Relating to Assessment Complaints*' regulation;
    - (c) "Citizen-at-large" means a person who does not represent a specific organization.

- (d) “Designated Officer” means the person appointed to carry out the duties and functions of the clerk of the assessment review board as required under section 455 of the Municipal Government Act.
- (e) “LARB” means the Local Assessment Review Board established in accordance with the *‘Matters Relating to Assessment Complaints’* regulation.
- (f) “Member” means a member of the Regional Assessment Review Board.
- (g) “MGA” means the Municipal Government Act of Alberta, RSA 2000, Ch. M-26, as amended and Regulations passed under that Act.
- (h) “Regional Partner Municipality” means those municipalities who enter into an agreement with the City to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this bylaw.

### **Appointment of Board Members**

- 3 (1) The Board shall consist of 20 members who shall be Citizens-at-large appointed by the Nomination Review Committee from lists of eligible persons submitted by Regional Partner Municipalities.
- (2) In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.
- (3) The Nomination Review Committee will consist of 5 representatives appointed jointly by the Regional Partner Municipalities.

### **Terms of Appointment**

- 4 (1) Unless otherwise stated, all Members are appointed for three year terms except in the initial year where two-thirds are appointed for three year terms and the remaining one-third are appointed for a two year term.
- (2) If a vacancy on the Board occurs at any time the Nomination Review Committee may appoint a new person to fill the vacancy for the remainder of that term.
- (3) A Member may be re-appointed to the Board at the expiration of his/her term.

(4) A Member may resign from the Board at any time on written notice to the Designated Officer to that effect.

(5) The Nomination Review Committee may remove a Member at any time on the recommendation of the Designated Officer.

### **Panels of the Board**

5 (1) The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels to consist of:

(a) three persons selected by the Designated Officer when the Board is acting as a Composite Assessment Review Board or a Local Assessment Review Board; or

(b) a single member selected by the Designated Officer when the Board is acting as a Single Member Composite Assessment Review Board or a Single Member Individual Local Assessment Review Board.

(2) The Designated Officer may select any member to sit on a panel and shall designate the Chairperson for each panel, provided however that:

(a) the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and

(b) the provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board.

(c) where possible, the Designated Officer shall include on a 3 person panel a member who is from the municipality under whose jurisdiction the complaint arises.

### **Chairperson**

(1) The Chairperson of a panel:

(a) will preside over and be responsible for the conduct of meetings;

(b) may limit a submission if it is determined to be repetitious or in any manner inappropriate; and

(c) will vote on matters submitted to the panel unless otherwise disqualified.

### **Jurisdiction of the Board**

7 The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality.

### **Designated Officer of the Board**

8 (1) The Designated Officer of the Board shall be a person designated by the Chief Administrative Officer of the City of Red Deer (CAO), who shall determine the remuneration of the Designated Officer.

(2) The Designated Officer shall:

(a) shall assist the Board in fulfilling its mandate.;

(b) prescribe the remuneration and expenses payable to each member of the Assessment Review Board; and

### **Meetings**

9 (1) Meetings will be held at such time and place as determined by the Board.

(2) The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act*.

### **Quorum and Voting**

10 (1) The quorum for panels of the Board shall be as established by the MGA, namely:

(i) two members of a panel acting as a local assessment review board; and

(ii) one citizen-at-large and the provincial member of a panel acting as a composite assessment review board.

(2) All Members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.

(2) The majority vote of those Members present and voting constitutes the decision of the Board.

- (3) Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Designated Officer shall appoint a replacement member of the panel.

### **Conflict of Interest**

- 11 (1) Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:
- (a) declares that he or she has a conflict of interest; and
  - (b) describes in general terms the nature of the conflict of interest.
- (2) The Designated Officer shall cause a record to be made in the Minutes of the members' absence and the reasons for it.
- (3) For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:
- (a) he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
  - (b) substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

### **Pecuniary Interest**

- 12 (1) The pecuniary interest provisions of the MGA apply to all Members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.
- (2) A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

### **Commencement of Appeals**

- 13 (1) A taxpayer may commence an assessment appeal by:
- (a) mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the *'Matters Relating to Assessment Complaints'* regulation and within the time specified in the MGA; and

- (b) paying the applicable fee.

### **Rules of Order**

- 14 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

### **Adjournments**

- 15 (1) The Board may in its discretion grant adjournments of a hearing for such purposes as it feels necessary to ensure proper consideration of the issues before it, including:

- (a) allowing the Board to obtain a legal opinion or other professional guidance; or
- (b) to allow a viewing by the Board of the site in respect of which the appeal is being made.

- (2) Where the parties to an appeal consent to an adjournment of the hearing, such adjournment may be granted by the Chairperson after consultation with the Members individually (whether in person, by telephone or by email) without the need to convene a formal meeting. In such a case, the Board is deemed to have convened and the hearing is deemed to have commenced as of the date of such consultation.

### **Notice of Decisions & Record of Hearing**

- 16 (1) After the hearing of a complaint, the Designated Officer shall:
- (a) under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the board and the reasons for the decision in compliance with the MGA; and
  - (b) arrange for the order or decision of the Board to be signed; and distributed in accordance with the requirements under the MGA.
- (2) The Designated Officer will maintain a record of the hearing.

### **Delegation of Authority**

- 17 In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:
- (a) its authority to appoint members of the Assessment Review Board to the Nomination Review Committee;

- (b) its authority under section 454(2)(c) to prescribe the remuneration and expenses payable to each member of the assessment review board to the Designated Officer.

**Reimbursement of Costs**

18 The City of Red Deer shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Partner Municipalities will be as set out in the agreements established.

**Transitional**

19 (1) The Board shall hear all complaints arising out of assessments from 2011 and subsequent years.

**Repeal**

20 (1) Bylaw No. 1848-02 is repealed in its entirety.

READ a first time this \_\_\_\_ day of April, A.D. 2011.

READ a second time this \_\_\_\_\_ day of April, A.D. 2011

READ a third time and finally passed this \_\_\_\_ day of April, A. D. 2011

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Assistant CAO

Schedule C

**AC** = Assistant Clerk from partner municipality **A** = assessor from partner municipality **C** = Clerk for Regional Board (City)

OPTION A	OPTION B	
<b>AC</b>	<b>AC</b>	<b>RECEIPT OF APPEAL</b>
<b>AC</b>	<b>AC</b>	o collect fee
<b>AC</b>	<b>AC</b>	o review appeal for validity / compliance with legislation
<b>AC</b>	<b>AC</b>	o open file & send to assessor and clerk
		<b>INITIAL STAGES</b>
<b>AC / C</b>	<b>A / C</b>	· preliminary discussions & disclosure of information occurs between complainant and assessor
<b>A / AC</b>	<b>A</b>	
<b>A / AC</b>	<b>C</b>	· assessor advises assistant clerk if matter is resolved or proceeding to appeal
<b>AC</b>	<b>AC</b>	· if resolved, assistant clerk advises the clerk and administers withdraw in accordance with local practice
<b>AC</b>	<b>AC/A</b>	· if proceeding, assistant clerk advises clerk and forwards copy of all appeal documents
<b>AC</b>	<b>AC</b>	· assistant clerk will advise regional clerk of hearing location preference
		<b>CONFIRMATION OF RECEIPT OF APPEAL</b>
<b>C</b>	<b>C</b>	o review appeal for appeal type / validity / compliance with legislation
<b>C</b>	<b>C</b>	o determine if issue exists for merit hearing

OPTION A	OPTION B	
<b>C</b>	<b>C</b>	<b>ASSIGNMENT OF RESOURCES</b>
<b>C</b>	<b>C</b>	o open file / identify all parties involved
<b>C</b>	<b>C</b>	o assign administrative support and board members
<b>C</b>	<b>C</b>	o establish hearing date, schedule facility, board members
<b>C</b>	<b>C</b>	<b>SEND NOTICE OF HEARING TO COMPLAINANT</b>
<b>C</b>	<b>C</b>	o copies to assistant clerk, assessor & Minister (if CARB)
<b>C</b>	<b>C</b>	o copies if necessary to property owner, agent, lessee etc.
<b>C</b>	<b>C</b>	<b>DISCLOSURE</b>
<b>AC / A</b>	<b>AC / A</b>	o complainant provides 1 <sup>st</sup> disclosure to assistant clerk and assessor
<b>AC</b>	<b>AC</b>	o assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk
<b>A</b>	<b>A</b>	o assessor submits response to assistant clerk and complainant
<b>AC</b>	<b>AC</b>	o assistant clerk date stamps assessors submission and forwards 1 electronic and 6 paper copies to clerk
<b>AC</b>	<b>AC</b>	o complainant provides rebuttal to assistant clerk and assessor
<b>AC</b>	<b>AC</b>	o assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk
<b>C</b>	<b>C</b>	<b>AGENDA</b>
<b>C</b>	<b>C</b>	o clerk verifies all disclosure
<b>C</b>	<b>C</b>	o clerk verifies attendance of all parties
<b>C</b>	<b>C</b>	o clerk will produce agenda packages & provide six copies at the

		hearing
<b>C</b>	<b>C</b>	o clerk will liaise with the Board and provide all materials necessary – including legislation
<b>C</b>	<b>C</b>	o clerk will prepare templates for minutes and decisions of the Board
<b>OPTION A</b>	<b>OPTION B</b>	
<b>C</b>	<b>C</b>	<b>APPEAL HEARING</b>
<b>C</b>	<b>C</b>	o clerk will attend hearing and produce minutes that identify all issues presented to the board
<b>C</b>	<b>C</b>	o clerk will attend deliberations and produce a decision from the Board that identifies all issues, arguments, reasons for the decision (including both conformist and dissenting reasons)
<b>C</b>	<b>C</b>	
<b>C</b>	<b>C</b>	<b>SEND NOTICE OF DECISION TO COMPLAINANT</b>
<b>C</b>	<b>C</b>	o copies to assistant clerk, assessor & Minister (if CARB)
<b>C</b>	<b>C</b>	o copies if necessary to property owner, agent, lessee etc.
<b>C</b>	<b>C</b>	
<b>C</b>	<b>C</b>	<b>REPORTING</b>
<b>C</b>	<b>C</b>	clerk will provide the assistant clerk with a reporting package of the appeal which includes:
<b>C</b>	<b>C</b>	o invoice for services in accordance with agreement
<b>C</b>	<b>C</b>	o copy of hearing minutes
<b>C</b>	<b>C</b>	o statistics (where necessary)
<b>C</b>	<b>C</b>	o feedback form to establish best practices and service standards for quality control
<b>C</b>	<b>C</b>	o clerk will compile and retain a record of the hearing in accordance with the regulations

Schedule D- Membership and Other Fees

1. Annual Membership- payable annually in the amount of \$4000.00

2. Cost of Administering & Hearing Complaints

Degree of Administration	Hearing Type	Cost
Low	MERIT	\$ 300.00
Medium	LARB	\$ 750.00
High	CARB	\$1200.00

3. Multiple roll #'s in one hearing where multiple decisions are required (i.e. condominiums)

The member municipality is required to pay the hearing fee listed in number 2 (above) plus an hourly rate of thirty dollars (\$30.00) for the Clerk to write and disperse additional decisions.

4. Multiple Hearings:

In the event that more than one hearing is scheduled in one jurisdiction in one day, the member municipality is eligible for a reduction in fees listed in number 2 (above). Multiple hearings would be calculated as follows:

The member municipality would be responsible to pay for the highest level of appeal administration to be heard in one day. Each subsequent appeal in the same day would receive a \$210.00 reduction. (\$50.00 per board member for travel and \$20.00 per board member for subsistence)

For example:

If one CARB and one LARB were heard in a single day the cost to the member municipality would be:

$$\$1200.00 \text{ (CARB)} + 540.00 = \$1740.00$$

If four LARB's were heard in a single day (assuming 2 hours / hearing) the cost to the member municipality would be:

$$\$750.00 \text{ (LARB)} + 540 \times 3 = \$2370.00$$

## Notes for the Parkland Regional Library Budget 2018

- Generally, speaking, PRL budgets are prepared with conservative estimates. Revenue is estimated at its minimum level and expenditures are estimated at their maximum level.
- For 2018, the increase to the municipal per capita requisition is eight cents or 1% per capita.
- Based on estimates, this means for 2018, PRL is only asking its member municipalities for \$16,890.88 above the 2017 requisition.
- For 2018, we project that the provincial operating grant to regional systems will remain at \$4.70 per capita and \$5.55 per capita for the rural library service grant.
- We assume that provincial grant levels will be based on 2016 population statistics.
- For 2018 we estimated that approximately 42% of Parkland's income will come from the Government of Alberta.
- Allotment funds issued to libraries (line 2.2) remains unchanged at \$1.13 per capita.
- Computer Maintenance Agreements. Software Licences (Line 2.4) has increased due to escalating software costs.
- Internet Connection Fees (Line 2.8) has been reduced significantly by switching internet service provider.
- Line 2.17, eContent Materials Allotment has been reduced primarily because we have had to decrease support of the hoopla digital media streaming service.
- The 2018 budget supports a new, revised salary grid.
- Individual steps on the salary grid have been reduced from 5% to 2.5%.
- The grid, beginning in 2019, will have a cost of living allowance (COLA) added to it in order to keep the grid up to date.

The Summer Village of White Sands paid a \$682.50 requisition in 2017 to Parkland. In 2018, we estimate the Summer Village of White Sands will pay \$715.46. The estimated increase between the 2017 and 2018 requisition is \$32.96.

Please note that the 2018 amount is only an estimate and subject to change in accordance with PRL's membership agreement which states municipalities will be invoiced using the most current population statistics available in 2018.



# Proposed BUDGET 2018

**Proposed 2018 Budget**  
**PARKLAND REGIONAL LIBRARY**

	Present Budget	Proposed Budget
	2017	2018
<b>Income</b>		
1.1 Provincial Grants	1,088,682	1,100,455
1.2 Membership Fees	1,689,091	1,711,794
1.3 Alberta Rural Library Services Grant	428,737	428,738
1.4 Interest Income	35,000	27,000
<b>TOTAL Income</b>	<b>3,241,510</b>	<b>3,267,987</b>
<b>Support Materials &amp; Services Directly to Libraries</b>		
2.1 Alberta Rural Library Services Grant	428,737	428,738
2.2 Allotment Funds issued to Libraries	237,404	239,125
2.3 Cataloguing Tools	4,000	4,000
2.4 Computer Maint. Agree. Software licenses	145,000	164,081
2.5 eContent Platform fees, Subscriptions	17,750	18,250
2.6 FN Provincial Grant expenses	20,000	
2.7 Freight	7,500	7,500
2.8 Internet Connection Fees	23,500	10,800
2.9 Member Library Computers	63,027	63,245
2.10 Outlets - Contribution to Operating	800	800
2.11 Periodicals	1,975	1,975
2.12 Postage Reimbursement	8,000	7,000
2.13 Supply purchased Cataloguing/Mylar	0	25,000
2.14 Vehicle expense	41,000	37,000
2.15 Workshop/Training expense	15,000	15,000
<b>PRL Circulating Collections</b>		
2.16 Audio Book	5,500	5,000
2.17 eContent	92,000	80,600
2.18 Large Print	13,000	13,000
2.19 Programming Box	750	750
2.20 Reference	6,000	6,000
<b>TOTAL Support Materials &amp; Services Directly to Libraries</b>	<b>1,130,943</b>	<b>1,127,864</b>
<b>Cost of Services</b>		
3.1 Audit	14,000	16,200
3.2 Bank expenses	1,500	1,500
3.3 Bank Investment Fees	4,500	4,500
3.4 Building-Repairs/Maintenance	28,000	28,000
3.5 Communications/Marketing/Advocacy	7,000	5,000
3.6 Continuing Education	20,000	20,000
3.7 Dues/Fees/Memberships	11,000	11,500
3.8 Insurance	15,500	13,750
3.9 Janitorial expense	29,000	29,500
3.10 Legal/Consulting/Advocacy	2,000	0
3.11 Photocopy/Printing	9,000	9,000
3.12 Postage	6,000	5,000
3.13 Promotion/Trade Shows/Publicity	6,500	6,500
3.14 Recruitment/Advertising	1,500	0
3.15 Salaries	1,498,321	1,537,027
3.16 Salaries - Employee Benefits	325,885	338,146
3.17 Supplies/Stationery/Building	40,861	30,000
3.18 Telephone	13,000	12,500
3.19 Travel	15,000	15,000
3.20 Trustee expense	25,000	22,000
3.21 Utilities	37,000	35,000
<b>TOTAL Cost of Services</b>	<b>2,110,567</b>	<b>2,140,123</b>
<b>TOTAL Expenses (library materials &amp; cost of service)</b>	<b>3,241,510</b>	<b>3,267,987</b>
<b>Surplus/Deficit</b>		<b>0</b>
<b>AMOUNT PER CAPITA REQUISITION</b>	<b>8.04</b>	<b>8.12</b>

1%

## Notes for the Parkland Regional Library Budget 2018

**Parkland's budget is developed according to Board policy and the constraints imposed by the Parkland Regional Library Agreement. According to clause eight of the agreement – Library System Budget:**

- 8.1 The PRL Board shall prior to November 1 of each year submit a budget to the Parties to this Agreement and an estimate of the money required during the ensuing fiscal year to operate the library system. [Reg. s.25 (1)(f)]*
- 8.2 The budget and estimate of money required referred to in clause 8.1 above, shall be effective upon receipt by the PRL Board of written notification of approval from two-thirds of the Parties to this Agreement which must represent at least two-thirds of the member population; and thereupon, each Party to this Agreement shall pay to the PRL Board an amount which is the product of the per capita requisition set out in Schedule "B" and the population of the Parties to the agreement. Payments shall be made on or before the dates set out therein.*
- 8.3 The population of a municipality that is a Party to this Agreement shall be deemed to be the most recent population figure for the municipality as published by Alberta Municipal Affairs.*
- 8.4 Municipalities which join the library system after January 1, 1998 shall pay a signing fee as determined by the PRL Board.*
- 8.5 The PRL Board shall apply to the Government of Alberta for all library grants for which it is eligible, in accordance with the Department of Community Development Grants Regulation 57/98.*
- 8.6 Notwithstanding Clause 17.1.c., any increase in the requisition requires written notification of approval from two-thirds of the parties to this agreement which must represent at least two-thirds of the member population.*

Generally speaking, PRL budgets are prepared with conservative estimates. Revenue is estimated at its minimum level and expenditures are estimated at their maximum level. The increase to the municipal per capita requisition is eight cents or 1%. Based on estimates, this means for 2018, PRL is only asking its member municipalities for \$16,890.88 above the 2017 requisition.

In the budget, nine expense lines of the budget experienced increases, twelve lines had decreases, and sixteen lines remained at the 2017 level. One new budget line was added and three were eliminated altogether.

PRL's budget projections for 2018 uses the information supplied by the Public Library Services Branch, Alberta Municipal Affairs. For 2018, we project that the provincial operating grant to regional systems will remain at \$4.70 per capita and \$5.55 per capita for the rural library service grant. We also assume that grant levels will be based on 2016 population statistics. For 2018 it is estimated that approximately 42% of Parkland's income will come from the Government of Alberta.

Points within the budget to note include:

Under Income:

- For budgeting purposes, the provincial operating grant for regional systems is calculated using 2016 population statistics and \$4.70 per capita. First Nations (FN) Provincial Grant income is calculated at \$10.25 per capita and is based on a total reserve residence population of 10,695. This grant is supposed to be ongoing (line 1.1).

Under Library Materials:

- Allotment funds issued to libraries (Line 2.2) is set to remain at the 2017 rate of \$1.13 per capita.
- Computer Maintenance Agreements. Software Licences (Line 2.4) has increased due to escalating software costs.
- Line 2.6, First Nations (FN) Provincial Grant expense line was eliminated due to other budgeting priorities.
- Internet Connection Fees (Line 2.8) has been reduced significantly by switching PRL's internet service provider.
- Line 2.17, eContent Materials Allotment has been reduced primarily because PRL has had to decrease its support of the hoopla digital media streaming service.

Under Cost of Service

- Line 3.10, Legal/Consulting/Advocacy has been eliminated.
- Line 3.14, Recruitment/Advertising has been eliminated.

The 2018 budget also supports a new, entirely revised salary grid. Individual steps on the grid have been reduced from 5% to 2.5%. The grid, beginning in 2019, will also have a cost of living allowance (COLA) added to it in order to keep the grid up to date. It is hoped this new grid will be both fair to employees and acceptable to Parkland's funders.

In section 1 of the Budget Supplement document that follows the budget notes, you will see there are two vehicles being purchased in 2018. In the same section, there is one transfer from the Technology reserve. This will pay for routine planned computer hardware purchases and computers for both PRL and member libraries.

In section 3 of the Budget Supplement is the amount of \$63,245 that will be transferred into the Technology Reserve (matching line 2.9 in the Budget under Support Materials & Services Directly to Libraries).

Section 5 of the Budget Supplement, shows the estimated amount needed to cover off the amortization expense for purchases made prior to Dec 31, 2008 before the Amortization Reserve was created.

Also of note, at the end of May 2018, the Summer Village of White Sands completes its four year locked in rate as a new member of regional system. According to the PRL master agreement, when municipalities join the regional systems, they do not receive a rate increase within the first four years of joining.

## Brief Notes – September 2018

### INCOME

- 1.1 The Operating grant is an estimate, based on announcement from the Public Library Services Branch (PLSB) calculated at \$4.70 per capita. The First Nations grant for reserve residents is calculated at \$10.25 per capita
- 1.2 Estimated requisition to municipalities to balance budget
- 1.3 Estimate, based on announcement from PLSB and calculated at \$5.55 per capita
- 1.4 Reduced to reflect the anticipated returns on investments

### LIBRARY MATERIALS

- 2.1 Estimate, based on announcement from PLSB – see 1.3 above
- 2.2 Reflects allotment rate of \$1.13 per capita
- 2.3 Based on actual costs and held at 2017 rate
- 2.4 Line increased to allow for the purchase of non-capital hardware and misc. IT items such as adapters, cables, and supplies. In addition, the US dollar has increased some of our licensing costs upon renewal. For software, subscriptions, maintenance agreements, ongoing website development, the Microsoft Office suite of software for PRL and member library computers, PRL's management of wireless networks
- 2.5 Line to pay for platform fees/subscriptions for eContent
- 2.6 This line eliminated due to other budget priorities, was used in 2017 to spearhead outreach activities and services to First Nations (FN)
- 2.7 Held at \$7,500
- 2.8 Reduced additional internet bandwidth was necessary - savings were found due to obtaining a new internet service provider
- 2.9 Based on current population at \$0.30 per capita
- 2.10 Held at \$800
- 2.11 Held at the 2017 amount
- 2.12 Reduced slightly – based on the last two years actual cost
- 2.13 New line for purchasing library material processing such as mylar book covers, cataloguing records, and multimedia cases
- 2.14 Based on anticipated maintenance costs for three vehicles and fuel, and a 5 year review of actual costs – reduced to \$37,000 partly due to lower fuel costs
- 2.15 Held at 2017 level of \$15,000 used for projects for training library managers and staff, and library conference expenses

#### PRL Circulating Collections

- 2.16 Reduced slightly to \$5,000
- 2.17 Line reflects materials allotment for the purchase of eContent, reduced in 2018 due to the need to restrict the hoopla streaming media service
- 2.18 Held at the 2017 amount
- 2.19 Held at the 2017 amount
- 2.20 Held at the 2017 amount

## COST OF SERVICES

- 3.1 The fee for 2018 is \$16,200, also covers the annual legal letter required from PRL's lawyer for the auditor
- 3.2 Held at \$1,500 - to cover the cost of cheques and electronic banking services
- 3.3 Held at \$4,500
- 3.4 Held at \$28,000 - based on five-year averages
- 3.5 Line used by Parkland staff to provide tools for marketing, advocacy and other initiatives for PRL and member library staff and boards – reduced to \$5,000
- 3.6 Held at \$20,000
- 3.7 Increased slightly to \$11,500 – to cover PRL's cost to belong to member organizations (e.g. LAA, ALTA, TAL, etc.)
- 3.8 Reduced slightly to \$13,750 based on a 5 year review of actual costs
- 3.9 Increased slightly to \$29,500 – includes snow removal, yard maintenance, and janitorial services
- 3.10 Line eliminated – will use reserve funds should the need arise
- 3.11 Held at \$9,000
- 3.12 Reduced slightly to \$5,000 – based on five year averages
- 3.13 Held at \$6,500
- 3.14 Line eliminated - will use reserve funds should the need arise
- 3.15 Increased to reflect predicted staff salary costs based on current staff levels
- 3.16 Increased to reflect predicted staff benefits costs based on current staff levels
- 3.17 Reduced as miscellaneous IT purchases are moved to line 2.4, and mylar processing (book jacket covers) moved to new line 2.13 - based on a five-year review
- 3.18 Reduced slightly, based on actual - \$12,500
- 3.19 Held at 2017 level - \$15,000
- 3.20 Reduced to \$22,000 to support trustee activities
- 3.21 Based on five-year averages – reduced slightly to \$35,000

## Complete Notes to the 2018 Budget

### Proposed 2018 Budget PARKLAND REGIONAL LIBRARY

	Present Budget	Proposed Budget
	2017	2018
<b>Income</b>		
1.1 Provincial Grants	1,088,682	1,100,455
1.2 Membership Fees	1,689,091	1,711,794
1.3 Alberta Rural Library Services Grant	428,737	428,738
1.4 Interest Income	35,000	27,000
<b>TOTAL Income</b>	<b>3,241,510</b>	<b>3,267,987</b>

#### Income – line details

- 1.1 Provincial Grants:* for budgeting purposes, the provincial operating grant rate for regional systems is based on information from the Public Library Services Branch (PLSB) - for regional systems it will be calculated using 2016 population statistics at \$4.70 per capita - this rate is subject to change annually. The First Nations (FN) grant from the PLSB is expected to be ongoing. It is calculated at \$10.25 per capita based on First Nations reserve residents found within Parkland's regional borders. The grant is to provide system level services to FN reserve residents.
- 1.2 Membership Fees:* \$8.12 per capita – requisition to municipalities to balance budget.
- 1.3 Alberta Rural Library Services Grant:* grant received from Alberta Municipal Affairs for service to rural residents, based on the membership in PRL of municipalities and municipal districts, which do not appoint a library board – the grant is passed entirely to libraries, as directed by these municipalities. Based on information from the PLSB, the grant will be calculated using 2016 population statistics at \$5.55 per capita – see line 2.1 under Support Materials & Services Directly to Libraries.

*1.4 Interest Income:*

estimate based on the returns from the RBC Dominion investment program, the Servus Credit Union short-term investments, and current bank account – reduced slightly to reflect the anticipated returns on investments.

<b>Support Materials &amp; Services Directly to Libraries</b>		<b>2017</b>	<b>2018</b>
<b>2.1</b>	Alberta Rural Library Services Grant	428,737	428,738
<b>2.2</b>	Allotment Funds issued to Libraries	237,404	239,125
<b>2.3</b>	Cataloguing Tools	4,000	4,000
<b>2.4</b>	Computer Maint. Agree. Software licenses	145,000	164,081
<b>2.5</b>	eContent Platform fees, Subscriptions	17,750	18,250
<b>2.6</b>	FN Provincial Grant expenses	20,000	
<b>2.7</b>	Freight	7,500	7,500
<b>2.8</b>	Internet Connection Fees	23,500	10,800
<b>2.9</b>	Member Library Computers	63,027	63,245
<b>2.10</b>	Outlets - Contribution to Operating	800	800
<b>2.11</b>	Periodicals	1,975	1,975
<b>2.12</b>	Postage Reimbursement	8,000	7,000
<b>2.13</b>	Supply purchased Cataloguing/Mylar	0	25,000
<b>2.14</b>	Vehicle expense	41,000	37,000
<b>2.15</b>	Workshop/Training expense	15,000	15,000
<b>PRL Circulating Collections</b>			
<b>2.16</b>	Audio Book	5,500	5,000
<b>2.17</b>	eContent	92,000	80,600
<b>2.18</b>	Large Print	13,000	13,000
<b>2.19</b>	Programming Box	750	750
<b>2.20</b>	Reference	6,000	6,000
<b>TOTAL Support Materials &amp; Services Directly to Libraries</b>		<b>1,130,943</b>	<b>1,127,864</b>

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### **Support Materials & Services Directly to Libraries - line details**

#### *2.1 Alberta Rural Library*

##### *Services Grant:*

provincial grant received by PRL for municipalities and municipal districts that do not have library boards but are members of the system – per membership agreement, the grant is passed back to the libraries as determined by the municipalities – see line 1.3 under income.

#### *2.2 Allotment Funds Issued*

##### *to Libraries:*

reflects allotment rate of \$1.13 per capita – held at 2017 level.

#### *2.3 Cataloguing tools:*

based on actual – held at 2017 level – includes a number of electronic resources such as Library of Congress classification web, Web Dewey, and BookWhere; among

other resources, all of which are used to prepare books and other materials for libraries.

*2.4 Computer Maint. Agree.*

*Software Licenses:*

for software maintenance agreements and subscriptions – line covers, but not limited to, the Microsoft suite of software for member library computers, website software, PRL’s management of wireless networks, PRL’s computers, and licensed services for the Horizon integrated library system increased to reflect the US dollar exchange, increased quantity of licensing, and now includes small non-capital IT items as needed such as monitors and bar code scanners.

*2.5 eContent Platform fees*

*and Subscription fees:*

to pay for platform fees for 3M ebooks, Novelist, Novelist Select subscriptions, or other eContent.

*2.6 FN Provincial*

*Grant Expense:*

line used in 2017 to provide initial FN outreach initiatives – line eliminated due to other budget priorities.

*2.7 Freight:*

vendor freight costs for allotment, in-house collections and shipment of computers for repairs and/or replacement parts – held at 2017 level.

*2.8 Internet Connection*

*Fees:*

for internet service provision to member libraries and HQ – decreased because of a contract with a new internet service provider.

*2.9 Member Library*

*Computers:*

income collected for transfer to the Technology Reserve for the purchase of computers and peripherals for member libraries in the year the funds are collected. Calculated at thirty cents per capita.

*2.10 Outlet - Contribution*

*to Operating:*

amounts set by board policy, up to \$200 annually, if local library outlet sponsor provides matching funds – held at \$800.

*2.11 Periodicals:*

held at 2017 level; includes public performance rights licensing fee.

*2.12 Postage**Reimbursement:*

decreased slightly, based the last 2-year estimates – reimbursement for items interlibrary loaned or mailed directly to patrons by member libraries.

*2.13 Supplies purchased**Cataloguing/Mylar:*

new line for purchasing library materials processing such as precut "mylar" book covers, cataloguing records, and multimedia cases.

*2.14 Vehicle Expense:*

includes fuel and accounts for fluctuation in fuel prices, repairs and tire replacements for two cargo vans and a vehicle for staff use – based on averages, decreased slightly.

*2.15 Workshop/Training:*

includes costs for all workshops and training activities hosted or planned by PRL staff for member libraries regardless of whether they are held at PRL or other locations – held at \$15,000

**PRL Circulating Collections***2.16. Audiobook Materials:*

reduced slightly from 2017 level – to support the physical audio collection.

*2.17 eContent:*

reduced due to other budget priorities– includes allotment for 3M eBooks, Zinio Magazines, One Click digital eAudiobooks, hoopla, and potentially other eContent.

*2.18. Large Print Books:*

held at 2017 level then reduced due to the trend of reduced use of the large print collection.

*2.19 Programming Boxes:*

held at 2017 level - to refresh and build new programming kits to use for programming in member libraries.

*2.20 Reference Materials:*

held at 2017 level – to purchase limited amounts of reference material for use by PRL staff and member libraries. eResources for reference and professional development purposes can also be purchased using this line.

<b>Cost of Services</b>		<b>2017</b>	<b>2018</b>
<b>3.1</b>	Audit	14,000	16,200
<b>3.2</b>	Bank expenses	1,500	1,500
<b>3.3</b>	Bank Investment Fees	4,500	4,500
<b>3.4</b>	Building-Repairs/Maintenance	28,000	28,000
<b>3.5</b>	Communications/Marketing/Advocacy	7,000	5,000
<b>3.6</b>	Continuing Education	20,000	20,000
<b>3.7</b>	Dues/Fees/Memberships	11,000	11,500
<b>3.8</b>	Insurance	15,500	13,750
<b>3.9</b>	Janitorial expense	29,000	29,500
<b>3.10</b>	Legal/Consulting/Advocacy	2,000	0
<b>3.11</b>	Photocopy/Printing	9,000	9,000
<b>3.12</b>	Postage	6,000	5,000
<b>3.13</b>	Promotion/Trade Shows/Publicity	6,500	6,500
<b>3.14</b>	Recruitment/Advertising	1,500	0
<b>3.15</b>	Salaries	1,498,321	1,537,027
<b>3.16</b>	Salaries - Employee Benefits	325,885	338,146
<b>3.17</b>	Supplies/Stationery/Building	40,861	30,000
<b>3.18</b>	Telephone	13,000	12,500
<b>3.19</b>	Travel	15,000	15,000
<b>3.20</b>	Trustee expense	25,000	22,000
<b>3.21</b>	Utilities	37,000	35,000
<b>TOTAL Cost of Services</b>		<b>2,110,567</b>	<b>2,140,123</b>

### **Cost of Services – line details**

- 3.1 Audit:* 2018 is based on actual – now includes costs for an annual letter from PRL’s lawyer required for the audit.
- 3.2 Bank Expenses:* held at 2017 level - to cover the cost of cheques and other banking services including enhanced electronic services.
- 3.3 Bank Investment Fees:* fee for management of the RBC Dominion investment program – based on actual charges – held at 2017 level.
- 3.4 Building-Repair/Maintenance:* based on repairs expected in aging building with known ongoing problems – held at 2017 level based on four-year averages.

- 3.5 Communications/  
Marketing/Advocacy:* this line is used by Parkland staff to provide tools for marketing, advocacy and other initiatives for PRL and member library staff and boards – decreased by \$2,000 as PRL is not paying for offsite office space rented for PRL’s communications staff.
- 3.6 Continuing Education:* funds PRL staff to attend the Alberta Library Conference, plus other conferences, workshops, seminars, technology courses, and other continuing education activities – held at \$20,000.
- 3.7 Dues/Fees/Memberships:* for Parkland’s membership in professional organizations; may include, but not necessarily limited to: LAA, ALTA, AALT, PLA, AAMD&C, ALA, APLAC, and TAL – increased slightly.
- 3.8 Insurance:* includes the building, contents, outlet contents, vehicle, general liability, bond and crime – decreased slightly from 2017 level, using an average of actual costs.
- 3.9 Janitorial Expense:* slight increase – also includes snow removal, yard maintenance, and small repairs.
- 3.10 Legal/Consulting/  
Advocacy:* eliminated – annual legal letter for audit is included in line 3.1 – reserve funds will be used to cover future costs.
- 3.11 Photocopy/Printing:* held at 2017 level – reflects actual costs and estimated usage – now includes printing costs if outside source is used for publications.
- 3.12 Postage:* slight reduced - based on actual costs.
- 3.13 Promotion/Trade Shows/  
Publicity:* held at 2017 level, includes, but not limited to, printing systems’ brochures and hospitality expenses for ALC, AUMA and AAMD&C conventions, plus gifts/donations, flowers for libraries’ anniversaries, and promotional items.
- 3.14 Recruitment/  
Advertising:* line eliminated – reserve funds will be used to cover future costs.

*3.15 Salaries:* estimated at the maximum level and increased to support the salary grid. The budget reflects the possibility of all eligible staff members moving up on the grid after receiving a satisfactory performance appraisal.

*3.16 Salaries-Employee Benefits:*

increased on the basis of all eligible staff members being provided full benefits including LAPP and Blue Cross.

			Salary	Benefits
1	Technical Services	12 FT	\$625,010.00	\$137,502.20
2	Consulting Services	5 FT	\$332,439.00	\$82,349.32
3	Administration	4 FT	\$332,439.00	\$76,460.97
4	IT	2 FT	\$153,594.00	\$33,790.68
5	Delivery Services	3 PT	\$68,000.00	\$8,160.00
			<u>\$1,537,027.00</u>	<u>\$338,908.46</u>

*3.17 Supplies/Stationery/ Building:*

reduced - small non-capital IT items moved to line 2.4 and mylar cover purchases moved to new line 2.13 - based on a six-year review - includes, but not limited to, book-related supplies as well as barcodes, barcode label protectors, new plastic patron membership cards supplied to public libraries, building supplies, and stationery supplies.

*3.18 Telephone:*

includes line charges, toll free number, mobile telephones, and long distance costs – reduced slightly to \$12,500.

*3.19 Travel:*

includes consulting travel to public libraries, administrative travel, annual IT visits, and staff travel to workshops and conferences (includes reimbursement to staff when not using the PRL staff vehicle) – based on actual and estimates, held at 2017 level \$15,000.

*3.20 Trustee Expense:*

reduced - includes costs for a 10 member executive committee meeting 8 or 9 times a year, and 4 trustees attending the Alberta Library Conference; also includes \$100 half day/\$200 full day honorarium and mileage for committee meetings (includes meetings the board chair attends such as, Systems Directors and Board Chairs).

*3.21 Utilities:*

based on five-year averages – reduced slightly to \$35,000.

**Proposed 2018 Budget  
PARKLAND REGIONAL LIBRARY**

	Present Budget 2017	Proposed Budget 2018
TOTAL Income	3,241,510	3,267,987
TOTAL Support Materials & Services Directly to Libraries	1,130,943	1,127,864
TOTAL Cost of Services	2,110,567	2,140,123
TOTAL Expenses (library materials & cost of service)	3,241,510	3,267,987
Surplus/Deficit		0
<b>AMOUNT PER CAPITA REQUISITION</b>	<b>8.04</b>	<b>8.12</b>
		1%

## **Budget Supplement**

### **Explanation points to the 2018 Budget dealing with Capital Assets, Amortization and Reserves.**

Staff make all applicable computer and vehicle purchases directly from reserves.

For IT purchases, PRL has a very detailed Technology Replacement Schedule as it relates to maintaining our current IT infrastructure and the purchase of computers for member libraries. Based on PRL's Technology Replacement Schedule, items being identified as needing to be replaced or newly acquired will have their costs estimated with the funds required for purchase included in the notes section of the Budget Supplement document. This amount will be shown as coming from the Technology Reserve. The expense for amortization will be allocated and the residual value set aside in the Amortization Reserve.

There are two planned vehicle purchases in 2018.

**In passing the budget, Board members are approving the movement of funds between reserves and operating as defined on the following pages and based on policy. Capital assets are now purchased from reserves.**

## Parkland Regional Library

### Budget Supplement - Movement of Funds

Explanation points to the 2018 Budget dealing with Capital Assets, Amortization and Reserves  
 In passing the budget you agree to the movement of funds between reserves and operating as defined below  
 and based on policy. Capital assets will now be purchased from reserves.

<b>1 MOVEMENT OF FUNDS FROM RESERVES TO OPERATING INCOME</b>	<b>2018</b>	
<b>Amortization Reserve</b>		
Anticipated funds required to cover current portion of amortization expense from Jan 1, 2009 forward <i>(actual amount will be affected by asset disposals during the year)</i>	\$34,500	<b>A</b>
<b>Vehicle Reserve</b>		
Anticipated funds required to purchase new vehicles <i>(actual amount will be based on exact purchase price in the year)</i>	\$70,000	<b>B</b>
<b>Technology Reserve</b>		
Anticipated funds required for Technology purchases <i>(May included Member libraries computers, wireless equipment, SuperNet CED units, PRL assets)</i> <i>(Estimated capital PRL assets - 2018, \$34,500)</i>	\$126,200	<b>B</b>
	<b>\$230,700</b>	
<b>2 INCOME FROM THE SALE OF CAPITAL ASSETS</b>		
Vehicle selling price <i>(actual amounts will be based on exact selling price in the year)</i>	\$15,500	<b>C</b>
	<b>\$15,500</b>	
<b>3 MOVEMENT OF FUNDS FROM OPERATING EXPENSE TO RESERVES</b>		
<b>Amortization Reserve</b>		
Residual Amortization anticipated - PRL assets <i>(actual amounts will be based on exact purchase amounts in the year)</i>	\$73,150	<b>B</b>
<b>Vehicle Reserve</b>		
Proceeds from the sale of vehicles <i>(actual amounts will be based on exact selling price in the year)</i>	\$15,500	<b>C</b>
<b>Technology Reserve</b>		
Budgeted for member library computers	\$63,245	
	<b>\$151,895</b>	

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**4 CAPITAL ASSET EXPENSE ALLOCATION**


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Current year Amortization estimated - PRL Assets	\$31,350	<b>B</b>
<i>(actual amounts will be based on exact purchase amounts in the year)</i>		
Amortization expense anticipated from years (Jan 2009 forward)	\$34,500	<b>A</b>
<i>(actual amount will be affected by asset disposals during the year)</i>		
	<hr/>	
	<b>\$65,850</b>	

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**5 Unrestricted Operating Fund - as needed to balance at year end**


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Current Amortization expense anticipated - from years previous to Dec 31, 2008	\$18,355
<i>(actual amounts will be based on exact disposals amounts in the year)</i>	



# Municipal Planning Commission

## Administration Report - Subdivision

<b>DATE OF MUNICIPAL PLANNING COMMISSION MEETING:</b> November 22, 2017			
<b>FROM:</b>	Planning & Development	<b>WARD:</b>	Erskine – Buffalo Lake
<b>OWNER:</b>	1030723 Alberta Ltd. 1031940 Alberta Ltd.	<b>APPLICANT:</b>	County of Stettler No. 6
<b>SUBJECT PROPERTY:</b>	East Half of Section-19-40-20-W4M	<b>ZONING:</b>	To be rezoned from Agricultural District to Public Services District
<b>TOTAL AREA:</b>	0.38 acres and 152.09 acres	<b>PROPOSED PARCEL SIZE:</b>	± 2.5 acres and ± 5.5 acres
<b>FILE NO:</b>	SUB 2017-20	<b>ROLL NO.</b>	581000 and 581200

- 1.0 PURPOSE:** To consider the subdivision of a proposed 5.5 acre Public Services parcel adjacent to Rochon Sands Heights and the dedication of 32ft of road widening along the south side of Bay View Street.
- 2.0 SUMMARY:** The proposed road widening could be used for widening of Bay View Street or for a walking path that connects Buffalo View Estates to the Summer Village of Rochon Sands. The proposed 5.5 acre parcel will be rezoned to the Public Services District and could be used for any municipal services listed as permitted or discretionary uses in that district.

Several residents and two community associations expressed concerns or qualified support for the proposed subdivision (see letters attached). This revolves around the future use of the road widening and the proposed parcel. Residents are prepared to not object to the road widening on the condition that it is used for a walking path and/or future water and wastewater infrastructure, but not for the widening of Bay View Street for vehicular traffic. There is qualified support for the subdivision of the 5.5 acre parcel on the condition that it is not used for hazardous or noxious waste collection or for a regional waste transfer station (i.e. to be used for the local community only), and on the condition that access to the site is improved to minimize traffic on Bay View Street, since Bay View Street is the only access to the proposed parcel and it is used by many people for walking and cycling. Some letters of objection express the view that the west side of the SW-19-40-20-W4M would be a more accessible location for all users of a waste transfer station.

### In response to the objections:

- 1) The land use bylaw does not require a development permit application for development that is undertaken by a municipality, except if the development is a discretionary use or could result in some form of nuisance to adjacent landowners. Adjacent landowners would then have the opportunity to appeal a development permit for a use that they do not support based on planning reasons.

- 2) As an alternative to road widening, the 32ft wide strip of land that is being dedicated along Bay View Street could instead be designated as Municipal Reserve, in order to confirm the intent to possibly use it for a walking path, or rather, to confirm that there is no intent at this point in time to widen Bay View Street (even though the Municipal Government Act allows the construction of a road onto Municipal Reserve if the interests of the public will not be adversely affected). **The Municipal Planning Commission must specifically determine whether they want the land dedicated as a road plan or as a Municipal Reserve parcel.**
- 3) The parcel is only accessible from Bay View Street along a short section of Range Road 20-5, which appears to not be constructed to the County's minimum road specifications – referral to internal County departments was missed during the application review, and this aspect will be assessed by the Director of Environmental Services as a condition of the subdivision approval. The private road across the SE-19-40-20-W4M is not available as public access to the proposed parcel, except to the landowners in Buffalo View Estates who have the right to use the private road under a caveat on their land titles. Any other users of the parcel would have to use Bay View Street for access. The Subdivision Authority has a duty to apply the relevant Council Policies to the review of this application in the same manner as if the applicant were a private developer and, based on Policy *PD 4.4 – Road Dedication, Upgrades and Subdivision Registration*, it is recommended that the subdivision authority include a condition that if the road is determined by the Director of Environmental services to be sub-standard to the County's minimum road specifications, the applicant shall upgrade the section of Range Road 20-5 to the County's minimum standards, or as an alternative option, that the applicant negotiate with the landowner of the SE-19-40-20-W4M and the SW-19-40-20-W4M to obtain the same access agreement by caveat.
- 4) Regarding the suitability or desirability of using Bay View Street for access to the parcel, the County Council at the time of rezoning the parcel to the Public Services District or the Development Authority at the time of considering a development permit application, and based on Council Policy *PD 4.4 – Road Dedication, Upgrades and Subdivision Registration*, should require the applicant to undertake a Traffic Impact Assessment to determine if the proposed uses in the land use district or the proposed development justifies a requirement that the applicant provide an alternative access to the parcel or make improvements to any of the local roads. Since the nature of the proposed development on the parcel is unknown at this time, the requirement for a Traffic Impact Assessment is not included as a condition of subdivision approval.

The subdivision application was referred to the Summer Village of Rochon Sands and the Summer Village of White Sands, having a direct interest in the location and nature of the proposed subdivision, as a courtesy under Section 4.7.1(d) of the Buffalo Lake Intermunicipal Development Plan and Section 663 of the Buffalo Lake South Shore Intermunicipal Development Plan. The application was received and processed prior to the County Council signing onto a Memorandum of Understanding with Lacombe County and Camrose County to refer all subdivisions to those municipalities for review, and it was therefore not referred to those Counties, having made the determination that the matter is not of their interest.

### **3.0 ALTERNATIVES:**

- 3.1 In considering this application, it was determined that the subdivision as proposed complies with the Municipal Government Act (including the Subdivision and Development

Regulation), the Municipal Development Plan, the Buffalo Lake Intermunicipal Development Plan, the Buffalo Lake South Shore Intermunicipal Development Plan, and the Land Use Bylaw; that it is suitable for the intended purposes and that it should not negatively impact adjacent parcels of land or adjacent landowners and uses. Consideration has been given to topography, soil characteristics generally, storm water management, any potential for the flooding, subsidence or erosion of the land, accessibility of the proposed parcel(s) to a road, the availability and adequacy of a water supply system, a sewage disposal system and solid waste disposal, and to the use of adjacent lands, including submissions made to the Subdivision Authority by adjacent landowners and residents' associations. Therefore, the Subdivision Authority of the County of Stettler No. 6 approves the application SUB2017-20 (County of Stettler No. 6) to subdivide approximately 8 acres from the NE-19-40-20-W4M and the SE-19-40-20W4M containing respectively 0.38 acres and 152.09 acres, subject to the following conditions which are the applicant's responsibility to comply with:

**Noting that the applicant is the County of Stettler No. 6:**

1. Legal Survey:
  - (a) The subdivision shall be carried out by means of a plan of subdivision prepared by an Alberta Land Surveyor (i.e. not a descriptive plan) at the County's cost.
  - (b) The applicant shall dedicate approximately 9.883 metres road widening along the south side of Bayview Street within the NE-19-40-20-W4M and the SE-19-40-20W4M including the remainder of the NE-19-40-20-W4M to the County in accordance with Council Policy *PD 4.4 – Road Dedication, Upgrades and Subdivision Registration*, pursuant to Sections 661 and 662 of the Municipal Government Act. Road dedication shall be by way of road plan to be registered separately from the survey plan for the subdivision. The preparation and registration of the road plan and the subdivision plan for the new parcel(s) shall be at the cost of the applicant,  
  
**OR alternatively**  
  
(b) The applicant shall dedicate an approximately 2.5 acre parcel located approximately 32ft wide along the south side of Bay View Street within the NE-19-40-20-W4M and the SE-19-40-20W4M including the remainder of the NE-19-40-20-W4M to the County as a Municipal Reserve parcel, pursuant to Section 667 of the Municipal Government Act, and the County shall provide a partial discharge of approximately 2.5 acres to the 11.78 acres of Deferred Reserve Caveat held against the land title of the NE-19-40-20-W4M and the SE-19-40-20W4M as Instrument No. 7140TM. The preparation and registration of the subdivision plan for the new parcel(s) shall be at the cost of the applicant.
2. Pursuant to Council Policy *PD 4.4 – Road Dedication, Upgrades and Subdivision Registration*, if the Director of Environmental Services determines that the section of Range Road 20-5 that provides access to the parcel requires upgrading, the Applicant shall either:
  - (a) make satisfactory arrangements with the County of Stettler No. 6 to upgrade

the section of Range Road 20-5 for access to the proposed parcel and the remainder of the quarter section to the County's minimum specifications, including construction of approaches and installation of culverts as may be required; **OR**

- (b) register an agreement by caveat on the land title of the proposed parcel that secures access to the proposed parcel from the existing private road across the SE-19-40-20-W4M and the SW-19-40-20-W4M.
3. All outstanding Property Taxes to be paid to the County of Stettler No. 6 as per Section 654 (1) (d) of the Municipal Government Act.
  4. The applicant shall comply with the County's Rural Addressing Bylaw relative to making arrangements for civic addressing of the new lot(s).
  5. A Rural Address number must be assigned to the proposed subdivision.
  6. The proposed parcel must be rezoned to the Public Services District, including the Municipal Reserve parcel if it is to be dedicated as municipal reserve instead of road.
  7. Restriction on drilling a well.
    - a) The applicant shall not drill a water well on the proposed parcel unless they submit a groundwater evaluation report prepared by a qualified professional in support of water diversion rights pursuant to Section 23 of the *Water Act*, Section 9 of the *Water Act Regulation* and relevant guidelines issued by Alberta Environment, to demonstrate to the County's satisfaction that the diversion of groundwater through a water well would yield water of sufficient quantity and quality to service the proposed lot without interfering with any existing household users, licensees or traditional agricultural users. The groundwater evaluation report must consider the cumulative effects on the availability of groundwater supplies in the surrounding area; **OR**
    - b) In the absence of a groundwater evaluation report prepared by a qualified professional in support of water diversion rights pursuant to Section 23 of the *Water Act*, Section 9 of the *Water Act Regulation* and relevant guidelines issued by Alberta Environment, the applicant shall not drill a water well on the proposed parcel and instead shall provide household water by cistern or other means until the County provides a municipal water system, and if this is the preferred option the applicant shall enter into a Water Servicing Agreement with the County prohibiting the drilling of a new water well and requiring connection to the municipal water system when it becomes available, and the agreement shall be registered as a caveat on the land title.

**Notes:**

- a. The developer is responsible for making suitable arrangements with utility companies for provision of all services and/or necessary easements for utility rights-of-way.
- b. Any existing instruments on the land title, for example lease roads, pipelines or other oil and gas facilities or other infrastructure and agreements are automatically carried

forward from the land title of the subject property to the land title(s) of the proposed parcel(s).

- c. AltaGas Utilities Inc. has advised that any relocation of existing facilities will be at the expense of the landowner and payment of contributions required for new gas facilities will also be the responsibility of the landowner.
- d. Please notify Alberta 1<sup>st</sup> Call at 1-800-242-3447 to arrange for field locating should any excavations be required near utility lines.
- e. An abandoned well search indicated that there are either no abandoned wells on the property or if there are, that the proposed subdivision area, project site or building site is located outside of the required setback distance from any abandoned well on the property.
- f. Where a municipal sewage disposal system is not available, it is the landowner or applicant's responsibility to comply with the Private Sewage Disposal Systems Regulation (Alberta Regulations 229/1997) and the Alberta Private Sewage Systems Standard of Practice under the Safety Codes Act relative to the servicing of any development in this District by means of a private sewage disposal system.
- g. The issuance of this conditional Subdivision Approval indicates only that the proposed subdivision is approved in accordance with the provisions of the County of Stettler No. 6 Municipal Development Plan, Land Use Bylaw and related policies and does in no way relieve or excuse the applicant or landowner from obtaining any other permit (including safety codes permits e.g. building, electrical, gas, plumbing, etc.), license, or other authorization required by any Federal or Provincial Act or regulation, or under any Bylaw of the County, or complying with the conditions of any easement, covenant, agreement, or other instrument affecting the building or land. It remains the developer's or applicant's responsibility to ensure compliance with these matters. Further, the issuance of this conditional Subdivision Approval specifically does not absolve the applicant or the landowner from their responsibility to comply with the Environmental Protection and Enhancement Act, the Water Act or the Public Lands Act, for example, relative to impacting a wetland on the subject property, but not excluding other provisions. It is the applicant or landowner's responsibility to undertake a wetland assessment of the subject property by a Qualified Wetland Science Practitioner to determine if any of the activities permitted under this subdivision approval may impact a wetland.

#### 4.0 RECOMMENDATION:

Approve the subdivision application SUB2017-20 (County of Stettler No. 6), subject to the conditions listed in paragraph 3.1 above.



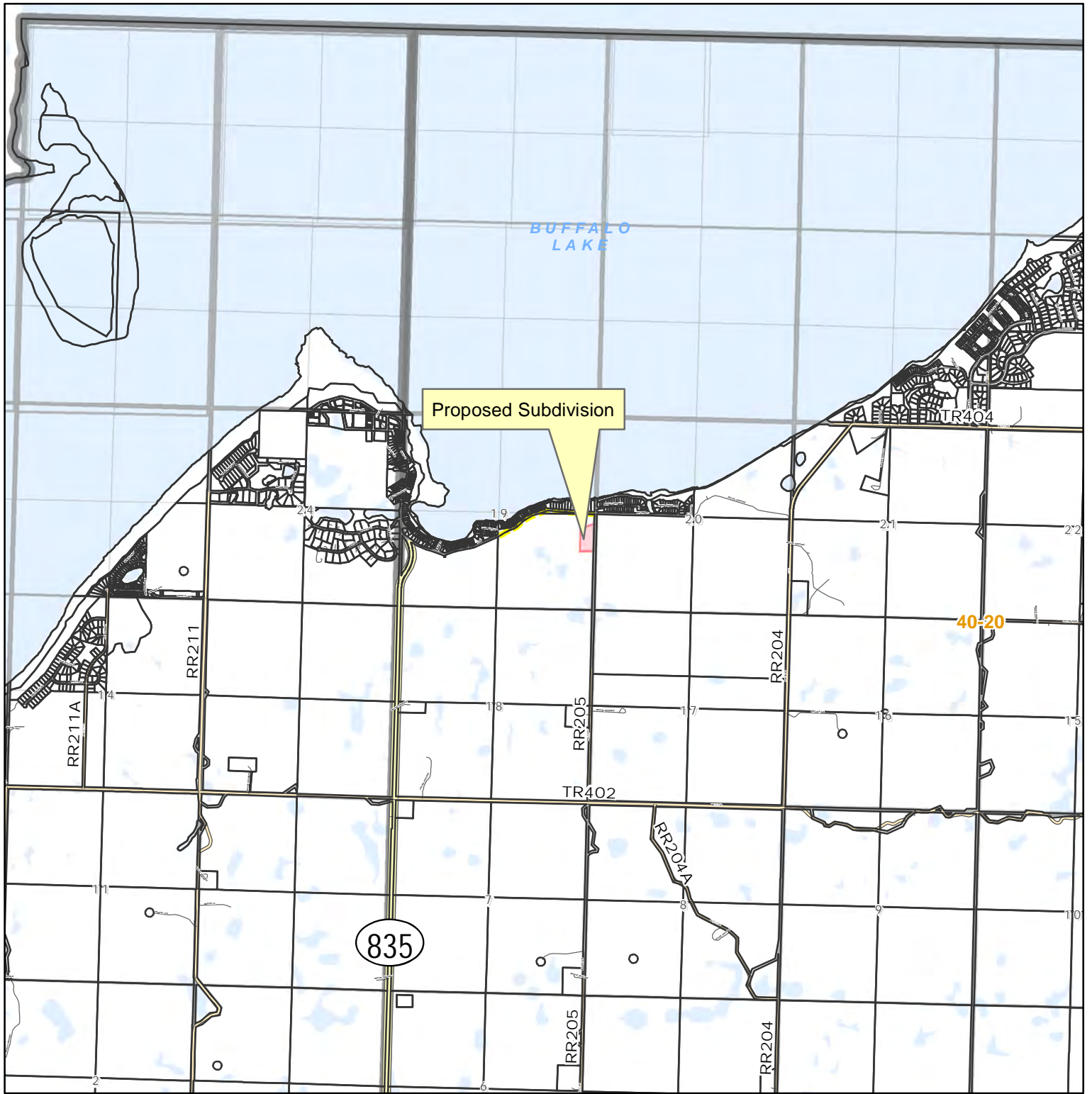
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Jacinta Donovan  
Development Officer



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Johan van der Bank RPP, MCIP  
Director of Planning & Development




Proposed Subdivision  
 Sub 2017-20  
 NE-19-40-20-W4



**Legend**

 Proposed Subdivision

1:45,000

0 365 730 1,460 2,190 2,920  
 Metres

Provided by the County of Stettler No.6  
 Dimensions and areas are approximate  
 and based on information submitted by  
 the applicant. Dimensions need to be  
 verified in the field by an ALS.  
 Date: 9/12/2017  
 Cartographer: Rich Fitzgerald



Current Scale 1: 2149



- 32ft road widening
- approximately 0.50ac portion of the NE-19-40-20-W4M remaining after 32ft road widening - add to proposed road plan

**Spending history on cardboard bins:**

Amount	Date	Description	Monthly Total		
\$ 52.50	28-Apr-16	Delivered Cardboard Bin	\$ 52.50		
\$ 31.50	10-May-16	cardboard bin dump	\$ 115.50		
\$ 31.50	24-May-16	cardboard bin dump			
\$ 52.50	31-May-16	6 Yard Cardboard Bin Rental			
\$ 52.50	01-Jun-16	Cardboard Bin Rental	\$ 143.85		
\$ 31.50	06-Jun-16	cardboard bin dump			
\$ 31.50	18-Jun-16	cardboard bin dump			
\$ 28.35	27-Jun-16	cardboard bin dump			
\$ 31.50	04-Jul-16	cardboard bin dump	\$ 178.50		
\$ 31.50	15-Jul-16	cardboard bin dump			
\$ 31.50	23-Jul-16	cardboard bin dump			
\$ 31.50	29-Jul-16	cardboard bin dump			
\$ 52.50	31-Jul-16	Cardboard Bin Rental			
\$ 31.50	05-Aug-16	cardboard bin dump	\$ 147.00		
\$ 31.50	15-Aug-16	cardboard bin dump			
\$ 31.50	26-Aug-16	cardboard bin dump			
\$ 52.50	31-Aug-16	Cardboard Bin Rental			
\$ 31.50	06-Sep-16	cardboard bin dump	\$ 115.50		
\$ 31.50	30-Sep-16	cardboard bin dump			
\$ 52.50	30-Sep-16	Cardboard Bin Rental			
\$ 31.50	31-Oct-16	cardboard bin dump	\$ 84.00	one year	
\$ 52.50	31-Oct-16	Cardboard Bin Rental			
\$ 31.50	30-Nov-16	cardboard bin dump	\$ 84.00		
\$ 52.50	30-Nov-16	Cardboard Bin Rental			
\$ 31.50	31-Dec-16	cardboard bin dump	\$ 84.00		
\$ 52.50	31-Dec-16	Cardboard Bin Rental			
\$ 31.50	06-Jan-17	cardboard bin dump	\$ 115.50		
\$ 31.50	30-Jan-17	cardboard bin dump			
\$ 52.50	31-Jan-17	Cardboard Bin Rental			
\$ 52.50	28-Feb-17	Cardboard Bin Rental	\$ 52.50		
\$ 31.50	22-Mar-17	cardboard bin dump	\$ 84.00		
\$ 52.50	31-Mar-17	Cardboard Bin Rental			
\$ 52.50	30-Apr-17	Cardboard Bin Rental	\$ 52.50		
\$ 31.50	10-May-17	cardboard bin dump	\$ 147.00		
\$ 31.50	22-May-17	cardboard bin dump			
\$ 31.50	29-May-17	cardboard bin dump			
\$ 52.50	31-May-17	Cardboard Bin Rental			
\$ 31.50	12-Jun-17	cardboard bin dump	\$ 147.00	\$ 1,323.00	
\$ 31.50	12-Jun-17	cardboard bin dump			
\$ 31.50	12-Jun-17	cardboard bin dump			
\$ 52.50	12-Jun-17	Cardboard Bin Rental			
\$ 31.50	05-Jul-17	cardboard bin dump	\$ 147.00		
\$ 31.50	13-Jul-17	cardboard bin dump			
\$ 31.50	21-Jul-17	cardboard bin dump			
\$ 52.50	31-Jul-17	Cardboard Bin Rental			
\$ 52.50	01-Aug-17	Cardboard Bin Rental	\$ 178.50		
\$ 31.50	01-Aug-17	cardboard bin dump			
\$ 31.50	08-Aug-17	cardboard bin dump			
\$ 31.50	15-Aug-17	cardboard bin dump			
\$ 31.50	25-Aug-17	cardboard bin dump			
\$ 31.50	02-Sep-17	cardboard bin dump	\$ 147.00		
\$ 31.50	08-Sep-17	cardboard bin dump			
\$ 31.50	25-Sep-17	cardboard bin dump			
\$ 52.50	30-Sep-17	Cardboard Bin Rental			