# AGENDA FOR THE REGULAR MEETING OF COUNCIL FOR THE SUMMER VILLAGE OF ROSS HAVEN IN THE PROVINCE OF ALBERTA TO BE HELD ON NOVEMBER 14, 2024 AT THE ONOWAY CIVIC CENTRE – PUBLIC PARTICIPATION IN-PERSON AND VIA ZOOM COMMENCING AT 7:00 P.M.

#### DETAILS FOR MEETING ACCESS POSTED ON THE ROSS HAVEN WEBSITE

- 1) Call to Order:
- 2) Acknowledgement:

(Read: "We wish to acknowledge that the land on which we gather is Treaty 6 territory and a traditional meeting ground and home for many Indigenous Peoples, including Cree, Saulteaux, Niitsitapi (Blackfoot), Métis, and Nakota Sioux Peoples".)

- 3) Acceptance of Agenda:
- 4) Adoption of the Previous Minutes:
- P 4-9 Minutes of the Regular Meeting October 10, 2024
  - (Motion to approve minutes as read, or with amendments thereto)
  - 5) Public Hearings: None scheduled.
  - 6) Delegations: None
  - 7) New Business:
- P 10-43
- a) CANADA COMMUNITY BUILDING FUND MOA 2024 2034
- P 44-55
- b) ARB Agreement Renewal Letter 2025 2027
- c) Review of Ross Haven Planning Documents Update

The Summer Village of Ross Haven is embarking upon a review of the Municipality's Planning Documents, including:

#### **Statutory Plans -**

Municipal Sustainability Plan (March 2010),

Intermunicipal Collaboration Framework (2019), and

Municipal Development Plan (Sept 2011).

#### Land Use Bylaw -

Land Use Bylaw 232a-10 (2010),

Amendment 253-13 (2013),

Amendment 257-14 (2014), and

Amendment 263-16 (2016).

Note: The above noted documents are on the Ross Haven website <a href="www.rosshaven.ca">www.rosshaven.ca</a>, plus an Office Consolidation of the Land Use Bylaw prepared in 2017 to make the content of the bylaw and amendments more readable.

It is your Council's intent to review each document, identifying changes where needed. The Council and the CAO are planning to undertake this without any significant external aid or costs. The proposed schedule of Readings and Public Hearings is below.

# AGENDA FOR THE REGULAR MEETING OF COUNCIL FOR THE SUMMER VILLAGE OF ROSS HAVEN IN THE PROVINCE OF ALBERTA TO BE HELD ON NOVEMBER 14, 2024 AT THE ONOWAY CIVIC CENTRE – PUBLIC PARTICIPATION IN-PERSON AND VIA ZOOM COMMENCING AT 7:00 P.M.

DETAILS FOR MEETING ACCESS POSTED ON THE ROSS HAVEN WEBSITE

Members of the community can provide their input by:

- 1. Sending your comments by email to our CAO at <a href="mailto:cao@rosshaven.com">cao@rosshaven.com</a>
- 2. Providing input during the open session at any of our monthly council meetings,
- 3. Providing formal input / submission at the Public Hearing for the proposed Bylaws.

Planning Document Review Timeline - 2025					
Name	First Reading	Public Hearing	Second Reading	Third Reading & Final Reading	
Municipal Development Plan	June	September	October	November	
Municipal Sustainable Plan	June	September	October	November	
Intermunicipal Collaborative Plan	June	September	October	November	
Land Use Bylaw	July	September	October	November	

(Action as directed by Council at meeting time.).

d) Development Permit Update – 2023 - 2024

23DP03-27 Plan 4883 KS, Block 5, Lot 10 : 410 – 4 STREET
DEMOLITION OF AN EXISTING DETACHED DWELLING, CONSTRUCTION OF A SINGLE
DETACHED DWELLING (175.8 SQ. M.) C/W ATTACHED GARAGE, INSTALLATION OF A SEWAGE
COLLECTION SYSTEM AND DRILLING OF A WELL.

23DP04-27 Plan 4883 KS, Block 5, Lot 10: 410 – 4 STREET INSTALLATION OF AN IN-GROUND POOL.

24DP02-27 Plan 4100 MC, Block 11, Lot 32 : 832 - 8 STREET CONSTRUCTION OF AN ACCESSORY BUILDING (8' X 16' = 16.7 SQ. M.).

24DP03-27 Plan 4883 KS, Block 6, Lot 4 : 524 – 5 STREET CONSTRUCTION OF AN ADDITION (Raised Deck = 31.2 sq. m.) TO AN EXISTING DETACHED DWELLING

No new permits for October 2024

(Action as directed by Council at meeting time.).

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# AGENDA FOR THE REGULAR MEETING OF COUNCIL FOR THE SUMMER VILLAGE OF ROSS HAVEN IN THE PROVINCE OF ALBERTA TO BE HELD ON NOVEMBER 14, 2024 AT THE ONOWAY CIVIC CENTRE – PUBLIC PARTICIPATION IN-PERSON AND VIA ZOOM COMMENCING AT 7:00 P.M.

DETAILS FOR MEETING ACCESS POSTED ON THE ROSS HAVEN WEBSITE

- 8) Financial Reports:
  - a) October 2024 Financial Reports Attached

P 56-61

(Motion to accept for information.).

Note: Fines Revenue

- 9) Correspondence: NONE
- 10) Councillor Reports:
  - a) Mayor
  - b) Deputy Mayor
- P 62
- c) Councillor Attached

(Motion to accept for information.).

- 11) Administrator's Report
- P 63
- a) CAO Report Attached

(Motion to accept for information.).

- 12) Open Floor Discussion (15 minute time limit)
- 13) Closed Session None.

Adjournment: Next Meeting December 12, 2024 Regular Meeting of Council

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**ATTENDANCE** Mayor, Ray Hutscal

Deputy Mayor, Lolita Chadd Councillor, Dieter Brandt CAO, Tony Sonnleitner

Gallery: 0 ZOOM: 4 Residents

**CALL TO ORDER** Mayor, R. Hutscal called the meeting to order at 7:01 p.m.

**AGENDA** 

Res. A24-111 Moved by Councillor, D. Brandt that the meeting agenda be adopted as

presented.

**CARRIED** 

**MINUTES** 

Res. A24-112 Moved by Deputy Mayor, L. Chadd that the following meeting minutes be

approved:

a) Minutes of the Regular Meeting – September 12, 2024.

**CARRIED** 

**DELEGATIONS** None

PUBLIC HEARINGS None

**NEW BUSINESS** 

a) Review of Ross Haven Planning Documents - Update.

Mayor, R. Hutscal provided an update on the progress of the Review of the Ross Haven Planning Documents, expressing that the expected timelines be extended to the Spring of 2025.

The Summer Village of Ross Haven is embarking upon a review of the Municipality's Planning Documents, including:

**Statutory Plans -**

Municipal Sustainability Plan (March 2010), Intermunicipal Collaboration Framework (2019), and Municipal Development Plan (Sept 2011).

Land Use Bylaw -

Land Use Bylaw 232a-10 (2010), Amendment 253-13 (2013), Amendment 257-14 (2014), and Amendment 263-16 (2016).

Note: The above noted documents are on the Ross Haven website <a href="https://www.rosshaven.ca">www.rosshaven.ca</a>, plus an Office Consolidation of the Land Use Bylaw prepared in 2017 to make the content of the bylaw and amendments more readable.

It is your Council's intent to review each document, identifying changes where needed. The Council and the CAO are planning to undertake this without any significant external aid or costs. The proposed schedule of Readings and Public Hearings is below.

Members of the community can provide their input by:

- Sending your comments by email to our CAO at <u>cao@rosshaven.com</u>
- 2. Providing input during the open session at any of our monthly council meetings,
- 3. Providing input at the Council Open House. The next Council Open House is scheduled for Fall 2024 (Date and Time TBD) at the Municipal Shop (700 Parkins Avenue).
- 4. Providing formal input / submission at the Public Hearing for the proposed Bylaws.

Planning Document Review Timeline					
Name	First Reading	Public Hearing	Second Reading	Third Reading & Final Reading	
Municipal Development Plan	March	June	July	August	
Municipal Sustainable Plan	March	June	July	August	

Intermunicipal Collaborative Plan	March	June	July	August
Land Use Bylaw	April	July	August	September

No Action to be taken on this item – Information Only.

### b) Development Permit Update - 2024.

No new Development Permits.

No Action to be taken on this item – Information Only.

#### c) ARB Agreement Renewal Letter - 2025 to 2027.

Res. A24-113 Moved by Mayor, R. Hutscal that the ARB Agreement Renewal Letter be deferred to the November 14, 2024 meeting of Council.

**CARRIED** 

d) Connect Mobility – ABF Funding, Project Bid, November 8, 2024.

Res. A24-114 Moved by Mayor, R. Hutscal that a Letter of Support be prepared and signed by the Mayor.

**CARRIED** 

### **FINANCIAL REPORTS** a) Financial Statements

Res. A24-115 Moved by Councillor, D. Brandt that the September 2024 financial

statements be received as information.

**CARRIED** 

#### **CORRESPONDENCE** I. 2024 ASVA AGM Agenda Package

II. Letter from Minister Receipt of Operating Grant

III. Letter from Reeve LSAC re: FireSmart Assessments

IV. McIver – Carbon Tax Survey

V. LGFF -

Res. A24-116 Moved by Mayor, R. Hutscal that information be provided on the RH

Website indicating the availability by ratepayers to access FireSmart assessments by Fire Rescue International. Further, that items I, II, IV &

V be accepted for information.

**CARRIED** 

#### **COUNCILLOR REPORTS**

- a) Mayor, Ray Hutscal Verbal
- b) Deputy Mayor, Lolita Chadd Written
- c) Councillor, Dieter Brandt Written

Res. A24-117 Moved by Mayor, R. Hutscal that the Councillor Reports be received as

information.

**CARRIED** 

#### **CAO REPORT**

#### a) CAO, Tony Sonnleitner

Res. A24-118 Moved by Deputy Mayor, L. Chadd that the CAO Report be accepted for

information.

CARRIED

### **OPEN FLOOR**Members of the community availed themselves of the opportunity to speak

to Council at this meeting.

CLOSED SESSION — CONFIDENTIAL ITEM	None
NEXT MEETING(S)	The next regular meeting of Council is scheduled for November 14, 2024. The meeting will be held at the Onoway Civic Centre (Note: Council Chambers have moved Southward in the same building – Address Changes to 4808 – 51 Street) and via ZOOM. Check the Summer Village of Ross Haven website, www.rosshaven.ca, for details.
	Next Public Hearing : None Scheduled
<u>ADJOURNMENT</u>	Mayor, R. Hutscal adjourned the meeting at 7:47 p.m.
	These minutes approved this 14 <sup>th</sup> day of November 14, 2024.
	Chief Administrative Officer

### **Development Permits:**

Permit #	Lot	Date	Website	Use	Status
23DP03-27	410 – 4 St	Jul 23	Yes	Demo, Construct SDD, Sewer + Well	Approved
23DP04-27	410 – 4 St	Sep 1	Yes	Construct In-Ground Pool	Approved
23DP05-27	800 Parkins	Nov 7	Yes	Construct Acc. Build (371.6 Sq. M.)	Approved
24DP01-27	508 – 5 St	May 24	Yes	Construct Acc. Build (11.9 Sq. M.)	Approved
24DP02-27	832-8 St	July 22	Yes	Construct Acc. Build (16.7 Sq. M.)	Approved
24DP03-27	524 – 5 ST	Sept 19	Yes	Construct Deck (31.2 Sq. M.)	Approved

# **Canada Community- Building Fund**

Program guidelines



#### CANADA COMMUNITY-BUILDING FUND

#### MEMORANDUM OF AGREEMENT

#### BETWEEN:

# HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs (hereinafter called the "Minister")

#### AND

THE SUMMER VILLAGE OF ROSS HAVEN in the Province of Alberta (hereinafter called the "Local Government")

(Collectively, the "Parties", and each a "Party")

**WHEREAS** the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities ("**Canada**") and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund ("**CCBF**") program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

**WHEREAS** Canada and the Minister wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

**WHEREAS** under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:** 

#### A. Definitions

- 1. In this Agreement,
  - (a) "Administrative Agreement" means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
  - (b) "Agreement" means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
  - (c) "Application" has the meaning ascribed to such term in the Program Guidelines.
  - (d) "Canada Community-Building Fund" (CCBF) means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No.* 1, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No.* 1.

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Classification: Protected A

- (e) "CCBF Funding" means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) "Contract" means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) "Credit Items" has the meaning ascribed to such term in the Program Guidelines.
- (h) **"Eligible Expenditures"** means those expenditures described as eligible in the Program Guidelines.
- (i) "Eligible Projects" means projects as described in the Program Guidelines.
- (j) "Funding" means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) "Housing Needs Assessment" means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (I) "Previous Agreements" means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) "Program Guidelines" means, unless the context requires otherwise, the Canada Community-Building Fund Program Guidelines or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **"Third Party"** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) "Unspent Funds" means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

#### B. Funding

- 2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
  - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
  - (b) the Minister's receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
  - (c) receipt by the Province of CCBF Funding from Canada;
  - (d) Alberta Treasury Board approval of cash-flow and funds;

- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

### C. Local Government Responsibilities

- The Local Government will:
  - (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
  - (b) Provide the Minister with annual financial statements;
  - (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
  - (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
  - (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
  - (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
  - (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
  - (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making:
  - (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
  - (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
  - (k) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project;

- (I) Allow the Minister reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
- (m) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to the Minister. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of the Administrative Agreement;
- (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.

- 4. The Local Government agrees to:
  - (a) accept the Funding provided under this Agreement subject to; and
  - (b) comply with,

all criteria, items, terms and conditions contained in the Program Guidelines.

- 5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
- 6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
- 7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

#### D. Termination of Agreement

- 8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
  - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
  - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

#### E. Debt to the Crown

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

#### F. Repayment of Funding

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

#### G. Local Government Indemnity and Insurance

- 11. The Local Government will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to the Funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funding or an Eligible Project.
- 12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
- 13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

#### H. Independent Status

- 14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
- 15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

#### I. Conflicts

- 16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
- 17. The Local Government will ensure that the Local Government and its officers, employees and agents:
  - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question:
  - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,

and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

#### J. Freedom of Information and Protection of Privacy

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("**FOIP**"). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

#### K. General Provisions

- 19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
- 20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
- 21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
- 22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
  - (a) Local Government Responsibilities Clauses 3 to 7;
  - (b) Termination of Agreement Clause 8;
  - (c) Repayment of Funding Clause 10;
  - (d) Local Government Indemnity Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy Clause 18; and
- (f) Entire Agreement Clause 21.
- 23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

#### The Minister:

c/o Director, Grant Program Delivery Municipal Affairs 15<sup>th</sup> Floor Commerce Place 10155 - 102 Street Edmonton AB T5J 4L4

Email: ma.ccbfgrants@gov.ab.ca

#### **Local Government:**

Summer Village of Ross Haven PO Box 70,Site 19, RR1 Gunn, AB T0E 1A0 Attention: Chief Administrative Officer

Email: cao@rosshaven.ca

Either Party may change its contact information by giving written notice to the other in the above manner.

- 24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
- 25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
- 26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
- 27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
- 28. This Agreement is binding upon the Parties and their successors.
- 29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

- 30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
- 31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
- 32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
- 33. Time is of the essence in this Agreement.

This space left intentionally blank.

34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery. The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below. HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs Ric Mc)ver Signed by the Per: Minister of Municipal Affairs Name: Ric McIver of the Province of Alberta Title: Minister of Municipal Affairs Date: August 26, 2024 **LOCAL GOVERNMENT** Signed by a duly authorized representative of the Local Government Name of Local Government: Name of signatory: Title: Date: Signed by a duly authorized representative of the Local Government Name of Local Government: Name of signatory: Title: Date:

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Canada Community-Building Fund Program Guidelines   Municipal Affairs © 2024 Government of Alberta   August 28, 2024

# **Glossary**

This section provides definitions and explanations of key terms frequently used throughout the Canada Community-Building Fund (CCBF) program guidelines. The glossary aims to provide clarity and understanding, ensuring local governments have a common understanding of the terminology used in the context of the CCBF program requirements, grant application and/or reporting. Glossary terms used in the guidelines are hyperlinked to this section (only the first usage of a glossary term in a section or sub-section will show the hyperlink in blue, but all uses are hyperlinked).

**Affordable Housing:** A dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30 per cent of before-tax household income. The household income is defined as 80 per cent or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the local government.

Application: A formal request submitted by a local government to obtain acceptance from the Minister to apply CCBF funding to a specific project(s) within an eligible project Category (e.g., Local Roads and Bridges, Recreational Infrastructure). It includes a description of the proposed asset(s), activities(s) and scope of work, estimated project costs, CCBF funding committed, other funding sources, estimated start and end dates, and geo-location to enable program staff to determine project eligibility. A project application can include activities that fall into more than one eligible project category. For example, a project may include the replacement of deep services, such as water and wastewater mains, as well as reconstruction of the road surface and adjacent sidewalks upon completion of the underground work.

**Asset Management**: A principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets in order to maximize benefits and effectively manage risk.

**Audited Financial Statement**: The document(s) required under Section 276 of the <u>Municipal Government Act</u>. Each municipality must prepare annual financial statements for the immediately preceding year in accordance with the Canadian generally accepted accounting principles for municipal governments. Annual financial statements are due by May 1 of the year following the year the financial statements have been prepared.

**Capital Plan**: A plan that outlines the local government's planned five-year capital property additions, and allocated or anticipated funding sources as required under section 283.1 of the <u>Municipal Government Act</u> (and further defined in the <u>Municipal Corporate Planning Regulation</u>).

**Financial Information Returns (FIR)**: The document required under sections 277 and 278 of the <u>Municipal Government Act</u> which requires municipalities to annually prepare a financial information return and send it, together with an auditor's report, to the Minister by May 1 of the following year.

**Housing Needs Assessment (HNA)**: A report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.

**Local Government**: As per section 1 of the *Local Government Fiscal Framework Act*, a local government is a municipal authority, a Metis Settlement, or the Townsite of Redwood Meadows Administration Society.

**Metis Settlements**: The eight communities governed by the <u>Metis Settlements Act</u>, which includes Buffalo Lake, East Prairie, Elizabeth, Fishing Lake, Gift Lake, Kikino, Paddle Prairie, and Peavine Metis Settlements.

**Municipality**: A local government that is governed by the <u>Municipal Government Act</u>. This includes the Special Areas Board and Improvement Districts. The term "municipality" is not inclusive of the Metis Settlements.

**Outcome Indicator**: Measurable information used to determine if a program is being implemented as expected and achieving its outcomes.

**Primary Outcome**: An outcome is a change expected as the result of a project. While a CCBF project may have many outcomes, the primary outcome is the principal change expected, or the main reason a project is undertaken.

**Program Year**: For municipalities this means January 1 to December 31, for Metis Settlements this means April 1 to March 31.

**Project**: Projects considered eligible include investments in infrastructure for construction, renewal, or material enhancement in each of the categories described in Appendix 1.

**Project Amendment**: At any time, local governments can submit an amendment to update estimated project costs, including funding sources (e.g., CCBF amount, municipal sources) on an accepted project to ensure Municipal Affairs has the most up to date information on projects. Applications are accepted based on "estimated costs" and as projects are tendered and/or costs are realized, changes to the CCBF funding amount may occur. A cash flow amendment ensures financial transparency for the actual costs, and provides a proactive risk management approach to address any over-commitments and/or budget shortfalls.

**Restructured Municipalities**: Municipalities that have undergone dissolutions (ceasing to operate or exist as a municipality and being absorbed by another municipality) or amalgamations (merging of two or more municipalities).

**Resulting Capital Asset**: The physical asset acquired or rehabilitated as a direct outcome or consequence of the project (e.g., kilometres of new roads built, square meters of the building upgraded).

**Statement of Expenditures and Program Outcomes (SEPO)**: Annual reporting of financial (e.g., total project costs, CCBF funding applied) and non-financial information (e.g., project status, project outcomes, updated start dates).

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# **Canada Community-Building Fund**

# **Program Guidelines**

### 1. Introduction

The federal Canada Community-Building Fund (CCBF) provides predictable, long-term, stable funding for Canadian municipalities to help build and revitalize public infrastructure while creating jobs and long-term prosperity.

Additional information and support are also available from the CCBF program Grant Advisors (refer to Section 14) and on the website.

# 2. Program Objective and Outcomes

Through the CCBF program, Canada and Alberta are helping communities to build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment, and strong communities.

Program outcomes related to the objectives of productivity and economic growth, clean environment, and strong communities will be achieved by funding infrastructure <u>projects</u> and other key activities at the local level, including <u>asset management</u>. To measure progress towards the outcomes, <u>local governments</u> are required to report on project results (refer to <u>Section 11</u> for further information on outcomes reporting).

Local governments determine projects and activities to be funded by the CCBF based on local priorities, within the general qualification criteria set out in these guidelines.

The funding provided under this program is in addition to provincial grant funding programs, such as the Local Government Fiscal Framework (LGFF), and non-grant funding of local government infrastructure. CCBF funding is intended to cover capital costs only and may not be used for maintenance costs, operating costs, debt reduction, or replacement of existing local government infrastructure expenditures.

# 3. Key Dates

Activity	Responsibility	Timeline
Project <u>Application</u> Submission	Local Government	Submit <b>anytime</b> throughout the year through the CCBF online portal.
Annual CCBF Allocation Commitment	Government of Alberta	After <b>April 1</b> , following provincial budget approval.
Annual CCBF Allocation Payment	Government of Alberta	By approximately <b>July 31</b> , following receipt of federal funding and after all payment conditions are met (refer to Section 10).
Statement of Expenditures and Project Outcomes (SEPO) Submission	Local Government	Due May 1 for municipalities. Due August 1 for Metis Settlements (refer to Section 11).
Project Recognition and Communication Requirements	Local Government	Ongoing. For media events and news releases, local governments must provide a minimum of 20 working days' notice (refer to Section 13).

# 4. Submission Method

CCBF <u>applications</u> and reporting must be submitted through the CCBF Online portal. The CCBF online portal is accessed by logging into <u>www.maconnect.alberta.ca/MAConnect</u> and clicking on the CCBF tile or by clicking on <a href="https://www.alberta.ca/canada-community-building-fund">https://www.alberta.ca/canada-community-building-fund</a>, which will direct you to the login page.

CCBF training material and other resources are available on the CCBF Online resources page in the portal and on the program website at <a href="https://www.alberta.ca/canada-community-building-fund">www.alberta.ca/canada-community-building-fund</a>.

Questions or requests to access CCBF can be directed to the contacts listed in Section 14.

# 5. Funding Formula and Allocations

The annual program budget for the CCBF is subject to Canada advising Alberta of the yearly provincial funding.

<u>Local governments</u> will be advised of their annual CCBF funding allocations after Alberta's funding has been confirmed by Canada and individual funding allocations have been authorized by the Minister of Municipal Affairs.

CCBF funding is allocated to local governments annually on a per capita basis, according to the most recent Municipal Affairs Population List. Local governments receive a base allocation of \$50,000 per year, with the exception of summer villages which receive a base allocation of \$5,000 per year. All local governments will receive a per capita amount in addition to its base funding.

The annual allocations are available on the CCBF website at www.alberta.ca/canada-community-building-fund.

#### 5.a. Time Limit to Use Allocated Funds

To provide flexibility in scheduling capital <u>projects</u>, and to accommodate larger projects requiring more than one year's grant allocation, funding allocated and not expended or committed in the year it was allocated may be carried forward to the next five subsequent years. Funds that are carried forward must be expended on an accepted project(s) before December 31 of the fifth subsequent year for <u>municipalities</u> (March 31 for <u>Metis Settlements</u>). This provides a total of six years in which to use allocated funding. For example, the 2024 allocation must be expended before December 31, 2029, for municipalities (March 31, 2030, for Metis Settlements). Time extensions will not be permitted.

Where a credit item has been recorded on an annual <u>SEPO</u>, (see <u>Section 11</u>), the amount becomes part of the annual allocation for the year in which it is reported. Credit item amounts not expended or committed in the year they were reported may be carried forward to the next five subsequent years.

Where a local government intends to carry CCBF funding forward to a future dated project, <u>applications</u> for the eligible projects must be submitted to indicate how the funds will be utilized and to qualify for payment of future annual funding allocations (see Section 8 and Section 10).

# 5.b. Restructured Municipalities

<u>Municipalities</u> that undergo restructuring will receive an allocation that is equivalent to the funding amount that would have been calculated for each individual municipality as if restructuring had not occurred. This calculation will apply in the year the restructuring occurred plus the five subsequent years.

If two or more municipalities amalgamate, the amalgamated municipality will receive CCBF funding equivalent to the amount that would have been allocated to the former municipalities as if the amalgamation had not taken place.

For example, if a municipality dissolved on July 1, 2025, the receiving municipality would receive the benefit of the CCBF allocation calculated as if the municipality had not dissolved for the next five years (i.e., 2026 through 2030). In addition, any unspent CCBF funding (based on the final 2025 <u>SEPO</u> reporting) from the dissolved municipality prior to July 1, 2025, would be transferred to the receiving municipality.

It is critical that the receiving municipality submits the dissolved municipality's <u>audited financial statements</u> to Municipal Affairs to ensure the correct unspent funding is transferred to the receiving municipality. In addition, all CCBF projects must be marked as completed/fully funded on the final SEPO for the dissolved municipality.

# 6. Eligible Applicants

An eligible applicant includes any city, town, village, summer village, specialized municipality, municipal district, <u>Metis Settlement</u>, the Special Areas Board, the Townsite of Redwood Meadows Administration Society, and those Improvement Districts that have populations according to the latest Municipal Affairs Population List and report tangible capital assets.

Eligible applicants may contribute funds to other eligible entities for eligible CCBF <u>projects</u> that provide a municipal service or benefit and do not limit public access.

Eligible entities include:

- non-profit organizations, as defined in section 241 of the Municipal Government Act, (e.g., a society);
- regional services commissions established under Part 15.1 of the Municipal Government Act; and

controlled corporations as defined in section 75.1 of the <u>Municipal Government Act</u>.

When contributing CCBF funding to a non-profit organization and/or other eligible entities, the <u>local government</u> remains responsible for all CCBF conditions and obligations that would apply if the local government was completing the project, including the need to report on project expenditures and outcomes. It is recommended the local government enter into a binding legal agreement with the recipient to protect its interests. The local government remains responsible for all uses of the funding.

# 7. Asset Management

An <u>asset management</u> plan provides a structured and comprehensive approach to effectively manage the <u>local government's</u> assets, establishes longer term financing needs, optimizes asset lifecycles, and regularly schedules maintenance, rehabilitation and replacement work for the long-term sustainability of its assets. Asset management plans should include:

- a comprehensive description of asset portfolios;
- current level of service performance for each asset and desired level of performance;
- asset risk and strategic risks;
- anticipated capital <u>projects</u> required to deliver service and mitigate risks;
- asset valuation such as current and projected replacement costs and funding needs;
- consequences of not following the plan; and
- timelines for major projects.

When asset management practices are adhered to, residents and businesses in Alberta communities experience improved and more reliable municipal services. These asset management practices can offer various advantages to local governments, including:

- helping to decide what infrastructure needs to be replaced or renewed and the appropriate timing for doing so;
- determining the appropriate amount to save for future infrastructure renewal;
- improving economic sustainability by lowering service delivery costs;
- · evaluating and communicating trade-offs between service, cost, and risk management;
- providing a defensible way of prioritizing projects and allocating resources;
- enhancing transparency with the public and fostering greater public confidence in municipal government; and
- maximizing the value of infrastructure investments over the long-term.

Asset management planning and implementation is essential to supporting local municipal infrastructure, and the long-term outcomes of the CCBF program. While an asset management plan is not required to receive CCBF funding, the adoption of asset management strategies, plans, and activities by local governments of every size and type is encouraged to ensure their infrastructure investments are made in the best way possible. This proactive approach ensures optimal utilization of local infrastructure and maximizes the effectiveness of CCBF expenditures. Local governments are also encouraged to participate in various asset management initiatives conducted and/or supported by Alberta to ensure that CCBF funds are supporting full lifespan infrastructure. This includes items such as the annual Asset Management Survey and the development of individual Local Government Asset Management plans and strategies.

To ensure <u>municipalities</u> have basic asset management practices in place, the <u>Municipal Government Act</u> requires local governments to prepare a <u>Capital Plan</u> identifying their anticipated capital property additions and funding sources for a minimum of five years. Although this requirement does not specify how each local government will determine the projects to be included in this plan, it does imply that appropriate asset management processes will be used to ensure that the resulting plan adequately reflects local infrastructure pressures and needs.

The Government of Alberta's approach to asset management is available at <a href="www.alberta.ca/canada-community-building-fund">www.alberta.ca/canada-community-building-fund</a>. Additional information about asset management is available on the Federation of Canadian Municipalities asset management <a href="web-page">web-page</a>, including the Asset Management Toolkit and Handbook, which provides technical resources for asset management at various levels of complexity.

# 8. Applications

CCBF <u>applications</u> must include sufficient information to determine <u>project</u> eligibility, including a description of the proposed asset(s); activities; scope of work; location; estimated project costs and funding source; and estimated start and end date.

# 8.a. Project Eligibility

Eligible projects must fall into a project category listed and defined in Appendix 1.

Eligible projects are those associated with: the acquiring, planning, designing, constructing, or renovating of a tangible capital asset, or completing work to extend the life of an asset; the strengthening of the ability of <u>local governments</u> to improve local and regional planning and <u>asset management</u>. Additional information on eligible and ineligible project costs is provided in Appendices 2 and 3.

In addition, projects submitted should have an end-date of no more than five years after the <u>application</u> is submitted, meaning the local government would have up to five years to complete the project. Larger projects that are not planned to be completed within five years should be submitted in phases.

# 8.b. Project Applications

<u>Local governments</u> must submit an <u>application</u> for each <u>project</u> proposed under the program. Applications can be submitted at any time through the CCBF online system. The application must be certified by the Chief Administrative Officer or a delegated authority. This certification confirms that the provided information is accurate and adheres to the program guidelines and funding agreements.

The objective of the application is to provide information regarding the proposed project such as location, project functions, primary accomplishments, an estimate of the total project cost, estimate of CCBF funding to be used, and anticipated project start and end dates.

The estimated total project costs should reflect the total value of the project. Where other sources of funding (local government, provincial, or other federal) will be used, in addition to the CCBF funding, estimates of this additional funding should be included in the total project cost estimate.

Where an accepted project includes proposed expenditures in more than one year, the subsequent years' expenditures are also accepted.

Where a project changes materially (change in cash flow, timing etc.), the local government will be required to submit a <u>project</u> <u>amendment</u> identifying the changes that are being requested for further approval. Where a local government decides to add a new project or re-direct funding from an accepted project to a new project, it must submit a new project application for review.

A local government may proceed with a project, to be funded wholly or partially from its CCBF allocation(s), prior to receiving notification of acceptance if it believes that the project will be eligible under these guidelines. However, should the project be deemed ineligible, the local government will be responsible for bearing the cost of the project and must apply the CCBF funding to a different eligible project.

A CCBF Online user guide is available on the Municipal Affairs CCBF <u>website</u> to assist local governments in entering project information.

#### 8.c. Withdrawal

<u>Local governments</u> can exercise the option to withdraw an accepted <u>project</u>, provided that no CCBF funds have been claimed against the project. If this condition has been met, the project can be withdrawn on the SEPO.

# 8.d. Maximum Project Commitment Limit

A <u>local government</u> has the flexibility to commit its future CCBF allocations, including credit items, to eligible projects prior to receiving its annual allocation.

Should these commitments notably surpass the local government's projected future anticipated annual allocations, a Grant Advisor may contact the local government for a more in-depth evaluation of those applications to mitigate the risk of over-

committing grant funding and resource misallocation. Local governments may be required to reduce their CCBF commitments prior to the department recommending them for acceptance by the Minister.

### 8.e. Joint Projects

<u>Projects</u> that involve funding from more than one <u>local government</u> should identify all contributing parties in the project description of the <u>application</u>. Each local government must submit a project application for its own portion of the project costs being funded through the CCBF. The local government that is directly responsible for the project should include the total project costs, listing the contributions of the other local government(s) in the "Municipal Sources" project section. The other contributing local government(s) should include only its portion/contribution of these costs.

# 9. Project Management

#### 9.a. Provincial Standards

CCBF-funded <u>projects</u> undertaken by <u>local governments</u> must comply with provincially regulated standards. For example, CCBF-funded projects involving regional water and wastewater systems should appropriately align with the <u>Environmental Protection and Enhancement Act</u>.

Where a CCBF project impacts a highway under provincial jurisdiction, the local government must enter into a separate agreement with Alberta Transportation and Economic Corridors to carry out the work and/or receive permission to access the highway right-of-way. Grant Advisors may request confirmation from the local government of the agreement with Alberta Transportation and Economic Corridors.

### 9.b. Requirements for Awards of Contracts

All calls for proposals or tenders for <u>projects</u> to be funded under the CCBF must be carried out in accordance with the rules, regulations, and laws governing such activities and in accordance with the best current practices. They must also be advertised in accordance with the guidelines of the <u>Canadian Free Trade Agreement</u> (CFTA) and the <u>New West Partnership Trade Agreement</u> (NWPTA).

The <u>local government</u> may award contracts for planning, design, engineering, and architectural services for a municipal capital project based on best overall value consistent with the local government's policies. The local government may award contracts for the construction or purchase of a municipal capital project by public tender based on either unit prices or lump sum amounts. The CCBF program does not require local governments to award projects to the lowest tender and does not prohibit them from using a process that qualifies suppliers prior to the close of call for tenders where the process is consistent with the CFTA and NWPTA, as long as the tender selected is the best value.

# 9.c. Use of Municipal Forces

Where a <u>local government</u> has been unable to secure an appropriate or cost-effective private sector response to a proposal or tender for a capital <u>project</u>, or anticipates that it will be able to carry out the project in a more efficient or cost-effective basis, project costs can include the cost of municipal forces (staff and equipment) used to carry it out. Costs can include all labour costs, including benefits, attributable to work carried out on and off-site. Labour costs associated with general municipal administration are excluded.

If the local government chooses to use local government forces, it must declare the intent to use local government forces on the project <u>application</u>.

#### 9.d. Use of Other Provincial and Federal Grants

Under the CCBF, use of multiple grant funding sources for a CCBF <u>project</u> is permitted; the <u>local government</u> is responsible to understand and ensure compliance with the separate requirements of each grant program.

CCBF funds may be used to fund the local government portion of provincial grant programs that require a local government contribution, unless doing so is prohibited by that program. For example, if a local government is supporting construction of a water infrastructure project for \$1,000,000 and is receiving Water for Life funding of \$750,000, CCBF funding may be used to fund the remaining \$250,000.

CCBF funds are treated as federal funds with respect to other federal infrastructure programs. As such, CCBF funds may not be used to fund the local government or provincial contribution of federal grant programs that require a local government and/or provincial contribution, unless doing so is explicitly permitted by that program.

More information about the requirements of other provincial grant programs can be found on the <u>Municipal Affairs Grants</u> Portal.

# 10. Payments

CCBF payments are based on annual allocation amounts. Payment of <u>local government</u> CCBF allocations is contingent on confirmation from Canada of Alberta's total CCBF allocation and legislative approval of the provincial budget. Local government CCBF payments are conditional on meeting the following requirements:

- Execution of the CCBF Memorandum of Agreement (MOA): the local government has submitted the executed MOA.
- Application Commitment(s): Submission of sufficient applications that commit all CCBF funding allocated to date including credit items.
- Certification of the <u>SEPO</u>: Certification of the previous year's financial and outcomes reporting.

For payments after 2024, local governments with a 2021 federal census population of 30,000 or more must also meet the following conditions:

- submission of a Housing Needs Assessment (HNA);
- submission of the previous program year Housing Outcomes Report; and
- · certification of all previous program year Housing Outcomes Reports.

HNAs must be resubmitted every five years.

# 11. Reporting

All <u>local governments</u> are required to annually submit a Statement of Expenditures and Project Outcomes that reports on the previous year's expenditures and outcomes. Local governments with populations over 30,000 will also have to provide reporting on housing outcomes.

# 11.a. Statement of Expenditures and Project Outcomes (SEPO)

All <u>local governments</u> are required to annually submit a <u>SEPO</u> that reports on the previous year's expenditures and outcomes.

<u>Municipalities</u> are required to submit a SEPO by May 1 of each year to align with their financial year end of December 31 (e.g., the 2024 SEPO is due by May 1, 2025). <u>Metis Settlements</u> are required to submit their SEPO by August 1 of each year, to align with their financial year end of March 31 (e.g., the 2024 SEPO is due by August 1, 2025).

In instances where a municipality dissolves in the middle of the <u>program year</u> (e.g., a municipality dissolves into another municipality on July 1), the receiving municipality must submit a SEPO for both itself and the dissolved municipality by May 1 of the following year.

The SEPO consists of two parts: financial reporting and outcomes reporting.

The financial report captures the following information:

- the CCBF carry-forward amount from the previous year (which includes any unpaid allocations);
- grant allocation for the reporting year, whether or not it was received;
- · credit items earned in reporting year;
- all active <u>projects</u>, and those projects completed in the reporting year, including the project name, status, reporting year expenditure, and funding sources;
- the total CCBF expended in the reporting year; and
- CCBF funds to be carried forward to the opening balance in the next program year.

On an annual basis, Municipal Affairs will compare the SEPOs against the <u>municipality's audited financial statements</u> to ensure financial alignment with their CCBF reporting. <u>Metis Settlements</u> are also required to submit audited financial statements under the CCBF for the same purpose. If discrepancies are noted, Grant Advisors will work with the local government to determine the nature of the discrepancy and/or determine next steps (if applicable).

The outcome report captures the following information for completed projects only:

the project's eligible project category and name;

- the project output(s), consisting of the <u>resulting capital asset(s)</u> (e.g., roads) and the actual quantity upgraded and/or constructed (e.g., # of lane km);
- the project's <u>primary outcome</u> (e.g., increased service life of a road) and <u>outcome indicator</u> (e.g., number of years the road service life has been increased); and
- the asset condition after upgrades.

Examples of CCBF outcomes and indicators can be found in Appendix 4. Outcome information is collected on completed projects to satisfy several requirements, including but not limited to program accountability and reporting to the federal government.

SEPOs are generated in the CCBF Online system, in which the local government will report project expenditures and outcomes and submit them electronically (no hard copy is required to be submitted).

All supporting documentation such as reports, drawings, and invoices for each project must be retained by the local government for a minimum of six years following completion of the project. The SEPO may be subject to a review by the provincial Auditor General.

#### 11.b. Reset of Certified SEPO

SEPO resets (reversing a SEPO from *Certified* status) will be permitted in order to make corrections to individual <u>project</u> status indicators or to CCBF expenditures, to ensure SEPO reporting aligns with the <u>local government's audited financial statements</u>. SEPO resets <u>will not be permitted</u> to reverse a CCBF expenditure for the purpose of replacing the CCBF funding for the expenditure to an alternative funding source, including other provincial or federal grant programs, local funding, or grant programs available through non-government organizations (i.e., Federation of Canadian Municipalities, etc.). It is strongly recommended that the audited financial statements break down the deferred revenue by specific grants to reduce any unforeseen administrative burden on the local government. If the financial statements are submitted late, the SEPO certification and allocation payment will be delayed.

#### 11.c. Credit Items

Funds available under the CCBF program are not provided for the purpose of generating investment income. However, recognizing that any CCBF funds held in a financial institution may earn some investment income, that income must be reported on the <u>SEPO</u> and will become part of the total CCBF funding available. These funds must be used towards eligible costs on CCBF approved <u>projects</u>.

In addition to investment income earned, other credit items must be reported on the SEPO, if these credit items were realized within five years of completion of the CCBF-funded project. Examples of credit items include:

- net proceeds or market value (whatever is greater) to a maximum of the grant applied, from the sale or trade-in of capital assets purchased with CCBF funds; and
- net proceeds from an insurance claim on capital assets purchased, constructed, or improved with CCBF funds.

<u>Local governments</u> must maintain a distinct bank account for CCBF funding received in advance of paying eligible project expenditures and maintain separate accounting records for the grant funds.

The amount of income earned on grant funds may be calculated by one of two methods:

- actual income earned on the funds being held; or
- notional income earned on the funds. This can be calculated by multiplying the average CCBF funding balance by the number of months the grant funds were held in an account, by the average annual interest rate for those months.
  - For example: If a local government has a carry forward amount of \$100,000 held in an interest-bearing account for a period of eight months with an annual interest rate of five per cent, the credit item amount reported should be \$3,333 (e.g., \$100,000 X 8/12 X 5 per cent).

# 11.d. Housing Reports

All communities with a 2021 federal census population of 30,000 or more must complete a Housing Needs Assessment (HNA), publish the HNA on its website, and email the link to ma.ccbfgrants@gov.ab.ca by March 15, 2025. Templates and instructions for completing an HNA are available at https://housing-infrastructure.canada.ca/housing-logement/hna-ebml/indexeng.html. Municipalities required to complete an HNA are encouraged to request a pre-populated template from hna.secretariat-secretariat.ebml@infc.gc.ca.

Local governments that have completed HNAs after April 1, 2019, can submit their existing HNA. However, any gaps between the existing HNA and the federal template are expected to be addressed. If the existing HNA does not meet the requirements, the local government must prepare and submit the additional information to ma.ccbfgrants@gov.ab.ca by March 15, 2025.

Local governments meeting the above criteria are required to submit project-level data on housing outcomes by May 1 annually. The housing outcomes report will include the following core indicators, as relevant to each investment category:

- # of housing units enabled; and
- # of affordable housing units enabled or preserved.

# Project Eligibility Restrictions

# 12.a. Purpose

In exceptional instances, local governments experiencing viability and infrastructure challenges may be subject to CCBF project eligibility restrictions. These restrictions aim to prioritize the resolution of critical infrastructure needs over less pressing projects. Specifically, in these cases, project eligibility in these communities will be restricted to core infrastructure only. This will ensure that provincial grant funding targets critical infrastructure first, while maintaining local autonomy to determine which specific core assets to support through the CCBF.

For this purpose, core infrastructure is defined as capital assets related to:

- local roads and bridges;
- drinking water;
- wastewater;
- resilience;
- capacity building; and
- fire halls.

Local governments under these restrictions can seek permission from the Minister to spend CCBF allocations on non-core infrastructure in only exceptional circumstances.

If local governments under these restrictions need to make amendments to accepted project(s), those amendments will be subject to a higher degree of scrutiny to ensure the local government continues to focus on core infrastructure.

#### 12.b. Measures Used

Annually, local governments submit data on a variety of infrastructure and financial matters to Municipal Affairs through their audited financial statements and Financial Information Returns. Utilizing this data, Municipal Affairs has established two measures for assessing when project eligibility restrictions would be applied.

Local governments will be recognized as having viability and infrastructure management challenges if both of the following measures are triggered in three consecutive prior years:

- 1. Investment in Infrastructure Ratio triggered when the indicator falls below 1.0; and
- 2. Capital Grants as Percentage of Investment in Infrastructure triggered when the indicator is above 0.8.

#### 1. Investment in Infrastructure Ratio

The total cost of annual additions to tangible capital assets relative to the annual amortization on all tangible capital assets, measured as a five-year average. A ratio of 1.0 means that replacement of existing tangible capital assets and investment in new assets occurs at the same rate as the estimated wear or obsolescence of existing capital assets. The indicator is calculated based on data submitted annually through audited financial statements and/or Financial Information Returns. More information on the Investment in Infrastructure indicator can be found on Alberta's municipal indicators webpage. Canada Community-Building Fund | Program Guidelines

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#### 2. Capital Grants as Percentage of Investment in Infrastructure Ratio

Amount of annual capital funding allocated under the Municipal Sustainability Initiative/LGFF and CCBF relative to total cost of annual additions to tangible capital assets, measured as a five-year average. A ratio of more than 0.8 means that the local government relies heavily on provincial and federal allocation-based grants to fund its infrastructure investments. The indicator is calculated based on data submitted annually through the audited financial statements and/or Financial Information Returns.

# 12.c. Warning Process

Starting in 2024, Municipal Affairs began assessing each <u>local government's</u> Investment in Infrastructure ratio and Capital Grants as Percentage of Investment in Infrastructure ratio for the period of three prior years. Those with an investment ratio less than 1.0 and Capital Grants ratio higher than 0.8 in each of the three years were advised by the Minister that they are at risk of having eligibility restrictions placed on their LGFF expenditures if both indicators are also triggered in the subsequent year, and the local government is not able to demonstrate to the Minister that its core infrastructure is in good condition.

Beginning in 2025, this process will be implemented for CCBF funding and will occur on an annual basis, and will take place in late summer/early fall.

After a warning is issued, the local government will have the opportunity to demonstrate the state of its core infrastructure through submission of an asset condition assessment. The warning will be revoked if the assessment indicates that core infrastructure is in good condition. If the core infrastructure condition is not known at that time, the local government can make the decision to evaluate its infrastructure as part of an asset management plan, an activity that is eligible under the CCBF.

There may be exceptional or extenuating circumstances for the local government that result in a warning not being necessary.

### 12.d. Placing and Removing Restrictions

<u>Local governments</u> that receive a warning indicating that they are at risk of having eligibility restrictions placed, whose assets are in poor or unknown condition, and whose Investment in Infrastructure ratio continues to be less than 1.0 and Capital Grants ratio continues to exceed 0.8 in the following year, will be subject to project eligibility restrictions.

This means that once the restrictions are in effect, new projects will be accepted only if they pertain to core infrastructure.

Project eligibility restrictions will be in place until at least one of the two ratios is at the required level for a minimum of three consecutive years following the year the restrictions were imposed, or until the local government is able to demonstrate that its core infrastructure is in good condition, whichever is earlier.

#### Example

In fall 2024, the <u>municipality</u> of Sampleford receives a warning that it is at risk of having project eligibility restrictions imposed because its Investment in Infrastructure ratio was below 1.0 and its Capital Grants ratio was over 0.8 in three prior consecutive years. Sampleford does not have an up-to-date asset condition assessment report and is unable to demonstrate that its core infrastructure is in good condition.

In fall 2025, Municipal Affairs confirms that both ratios are outside of the required levels and Sampleford is advised that no new projects requesting CCBF funding will be accepted, unless they support core infrastructure defined in <u>Section 12.a</u>. These restrictions do not impact Sampleford's ongoing public works building project that has been previously accepted for CCBF funding.

Sampleford remains subject to project eligibility restrictions until 2029, at which time three consecutive years have passed when one or both of the ratios have met or exceeded the required thresholds. Once the restrictions are lifted in fall 2029, Sampleford regains flexibility to apply CCBF funding to non-core infrastructure projects, subject to all other program conditions.

		Municipality of Sampleford		
Program	FIR Data	Investment in	Capital Grants as % of	
Year	Year	Infrastructure	Infrastructure Investment	
	2021	0.95	0.85	
	2021	0.95	0.03	
	2022	0.90	0.90	

Fall 2024: Warning is issued

2024	2023	0.85	0.95
2025	2024	0.90	0.85
	Project Eliç	gibility Restricted to Co for a Minimum of 3 Y	
2026	2025	0.95	0.95
2027	2026	1.05	0.90
2028	2027	1.00	0.80
2029	2028	0.95	0.75

# 13. Project Recognition and Communication Requirements

<u>Local governments</u> are required to recognize the CCBF through installation of federal signs and/or hosting of events according to the guidelines below and all communications activities must follow a joint Alberta-Canada communications approach.

The federal government may select specific <u>projects</u> that merit public recognition through installation of signs, media events, or other communication activities. Local governments with such selected projects will be contacted by Alberta Municipal Affairs.

# 13.a. Signs

Placing signs at construction sites is a long-standing practice to communicate key project details to the public. Albertans can easily recognize where infrastructure investments are being made in their communities and the benefits of those investments through <u>project</u> signage.

Government of Canada and Government of Alberta (if provincial funding sources are being used) signage for high visibility projects is generally required on CCBF-funded capital projects. In some instances, an interior sign placed in a lobby or a sign installed in a community gathering place may be a good alternative to an exterior sign.

There may be some instances in which a sign is not required, such as for a project of short duration (i.e., under seven days), if it represents a modest investment in relation to the total CCBF received or is located in a remote area where signage would not be visible to the public. The <u>local government</u> should seek guidance from a Grant Advisor if unsure whether a sign should be erected in relation to its proposed project.

For questions related to whether local governments are to use unilingual or bilingual signs, please refer to the table on the last page of the Infrastructure Project Sign Design and Installation Guidelines on the CCBF website at <a href="https://www.alberta.ca/canada-community-building-fund">https://www.alberta.ca/canada-community-building-fund</a>.

Canada has also provided specifications for digital sign options. The cost of the sign is an eligible expense under CCBF.

If you have any questions on signage requirements for your project or require additional technical information or other guidance, please contact a Grant Advisor at 780-422-7125 or email <a href="mailto:ma.ccbfgrants@gov.ab.ca">ma.ccbfgrants@gov.ab.ca</a>. The Infrastructure Project Sign Design and Installation Guidelines can be accessed on the CCBF website at <a href="https://www.alberta.ca/canada-community-building-fund">https://www.alberta.ca/canada-community-building-fund</a>.

#### 13.b. Media Events and Other Communications Activities

<u>Local governments</u> may choose to highlight CCBF-funded <u>projects</u> by publicizing the projects (e.g., council minutes, annual reports, local media) and by celebrating key project milestones through media events, including news conferences, news releases, public announcements, and official ceremonies.

Local governments should provide the federal and provincial governments opportunities to be represented at any media events, including news conferences, public announcements, and official ceremonies, that celebrate the key milestones for CCBF funded projects.

Media events for CCBF-funded projects may not occur without prior knowledge and agreement of the federal and provincial governments. If the local government decides to hold a media event, it must provide a minimum of 20 working days' notice to Alberta Municipal Affairs by emailing <a href="mailto:ma.ccbfgrants@gov.ab.ca">ma.ccbfgrants@gov.ab.ca</a>. Alberta Municipal Affairs Communications will then make arrangements with the federal government.

If communication is proposed through the issuing of a news release with no supporting event, local governments must provide at least 20 working days' notice of their intent to issue a news release, and five working days with the draft news release to secure approvals and confirm the federal and provincial representatives' quotes.

To discuss project recognition options or communications requirements, please call Municipal Affairs at 780-422-7125, toll free by first dialing 310-0000, or email <a href="mailto:ma.ccbfgrants@gov.ab.ca">ma.ccbfgrants@gov.ab.ca</a>.

If the notice of the media event is not provided within the specified timeframes, the province may require the media event to be rescheduled.

# 13.c. Digital Communications, Websites, and Webpages

Where a website or webpage is created to promote or communicate progress on an eligible <a href="mailto:project(s)">project(s)</a>, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada," as applicable. The Canada wordmark or digital sign must link to Canada's website, at <a href="https://www.infrastructure.gc.ca">www.infrastructure.gc.ca</a>. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <a href="https://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html">https://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html</a>

Where a <u>local government</u> produces social media content to provide visibility to CCBF projects, it must @mention the relevant Infrastructure Canada official social media account and Government of Alberta social media account(s), as applicable.

#### 13.d. Other Communications Activities

<u>Local governments</u> may carry out, at their own cost, advertising and public information campaigns related to the CCBF program and CCBF funded <u>projects</u>. Where such a campaign is to be carried out, the local government must inform Alberta Municipal Affairs at minimum 30 working days prior to the campaign launch.

Local governments may also install, at their own cost, permanent plaques for projects that are partially or fully funded through CCBF. If the local government decides to install a permanent plaque, the plaque must recognize the federal contribution and be approved by Canada. The local government must contact Alberta Municipal Affairs, which will work directly with the federal government to obtain plaque approval.

To discuss project recognition options or communications requirements, please call Municipal Affairs at 780-422-7125, toll free by first dialing 310-0000, or email <a href="mailto:ma.ccbfgrants@gov.ab.ca">ma.ccbfgrants@gov.ab.ca</a>.

# 14. Contacting the CCBF Program

To contact the Canada Community-Building Fund program Grant Advisors, please contact:

Phone: 780-422-7125

Toll free: 310-0000 before the phone number (in Alberta)

Email: ma.ccbfgrants@gov.ab.ca

Hours: 8:15 am to 4:30 pm (open Monday to Friday, closed statutory holidays)

For a pre-populated HNA (local governments with populations over 30,000 only): hna.secretariat-secretariat.ebml@infc.gc.ca

For information on accessing the CCBF online portal, please contact:

Phone: <u>780-644-2413</u>

Toll free: 310-0000 before the phone number (in Alberta)

Email: ma.ccbfonlineaccess@gov.ab.ca

Hours: 8:15 am to 4:30 pm (open Monday to Friday, closed statutory holidays)

# Appendix 1: Eligible Project Categories

The following section categorizes the general types of capital projects that are eligible for CCBF funding. Eligible expenditures related to these categories are defined in Appendix 2.

# 1.a) Local Roads and Bridges

- Roadways, bridges, and related structures
- Railway or Light Rail Transit (LRT) grade separations and roadway crossings
- Other ancillary works such as sidewalks, commuter bikeways, lighting and energy efficient retrofitting, traffic control signals, pedestrian signals, storm drainage, and utility relocations (utility relocation costs are eligible only as part of a qualifying project)
- Traffic management projects such as major intersection improvements, major traffic signal coordination, etc.
- Noise attenuation devices as a part of a qualifying project, and rehabilitation of existing noise attenuation devices on qualifying roadways or transit ways, consistent with the local government's noise attenuation policy
- Pedestrian trail systems along roadways

# 1.b) Highways

- Highway infrastructure
- Railway crossings
- Other ancillary works such as lighting, traffic control signals, pedestrian signals

# 1.c) Short-sea Shipping

Shipping terminals or other related infrastructure

# 1.d) Short-line Rail

- Railway construction or rehabilitation
- Buildings or other related infrastructure

# 1.e) Regional and Local Airports

- Primary runway, cross-wind runways, secondary runways and taxiways, and runway extensions
- **Aprons**
- Primary taxiway from main/terminal apron to runway
- Airport buildings, including terminals and storage areas/sheds
- Development areas, access roads, fencing, and drainage
- Lighting and navigation equipment

Note: category excludes infrastructure that is part of the National Airport System

# 1.f) Broadband Connectivity

- Network connectivity infrastructure, including high-speed backbone networks, fiber optic cables, and transmitting towers
- Servers and server applications
- Data storage infrastructure
- Local distribution networks
- Satellite capacity infrastructure

# 1.q) Public Transit

LRT lines, station structures, park and ride facilities, and LRT maintenance facilities. LRT lines must be designated in the local government's transportation system bylaw.

- Major public transit terminals and transit garages
- Public transit vehicles, LRT vehicles, "low-floor" standard buses, "low-floor" articulated buses, and accessible community public transit vehicles as well as specialized transit vehicles for seniors and/or persons with disabilities
- · Comprehensive transit-stop retrofit programs to achieve a "barrier free path of travel" to accessible transit services
- Intelligent Transportation Systems (ITS) in support of public transit services

#### 1.h) Drinking Water

- Water treatment facilities
- Water quality management and monitoring systems (e.g., SCADA system)
- · Water pumping facilities
- Treated-water supply lines, storage facilities, and related works
- Water distribution system extensions (including to and within new subdivisions), betterment, and replacements, including individual services to the property line and locally owned water meters

#### 1.i) Wastewater

- Wastewater collection system extensions (including to and within new subdivisions), betterment, and replacements, including service mains to the property line
- · Wastewater pumping facilities and lift stations
- Wastewater lines from the collection system to the wastewater treatment facilities
- Wastewater treatment facilities
- Wastewater outfalls from the wastewater treatment facilities to the point of discharge or disposal and related works

#### 1.j) Solid Waste

- Waste collection depots
- Solid waste and recycling collection container systems (only eligible if part of the construction of a waste collection depot)
- · Recycling and material recovery facilities
- · Organics management systems
- Thermal treatment systems
- Waste disposal landfills

#### 1.k) Community Energy Systems

- Building retrofits that serve to improve the energy efficiency of current operations, for example:
  - Architectural retrofits that reduce heat transfer (gain or loss) through building components (e.g., walls, roofs, doors, and windows)
  - Modifying or upgrading Heating, Ventilating and Air-Conditioning systems (HVAC) to newer, more energy efficient models (e.g., Energy Star qualified furnaces, air conditioners, and programmable thermostats)
  - Upgrading insulation, weather-stripping and/or replacing windows with modern sealed-glass windows
  - Upgrading to an energy efficient furnace/hot water heater
  - Upgrading or retrofitting the interior and/or exterior lighting to energy saving alternatives
  - Green power generation (e.g., solar pool, geothermal pool, or ground-source heat pump)
- Reinforcement, expansion of existing and construction of new transmission grids to transmit clean electricity, including smart grid technologies
- Renewable electricity generation facilities (e.g., wind energy, solar energy, small scale hydro)
- Thermal heat/cooling delivery system (i.e., district energy systems) using renewable or combined heat/power plants
- <u>Projects</u> for new or material rehabilitation or expansion of carbon transmission and storage infrastructure
- Electric vehicle infrastructure

#### 1.I) Brownfield Redevelopment

- Remediation or decontamination and redevelopment of a brownfield site within <u>local government</u> boundaries, where the redevelopment includes:
  - the construction of public infrastructure as identified in the context of any other category under the CCBF
  - the construction of municipal use public parks and publicly-owned social housing

#### 1.m) Sport Infrastructure

Amateur sports facilities, for example: hockey rinks and arenas, baseball diamonds, swimming pools, ski areas, etc.
 Note: excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g., Western Hockey League)

#### 1.n) Recreational Infrastructure

- · Playgrounds and equipment
- · Permanent park facilities
- Public wharves, docks, and piers
- Trail systems

#### 1.o) Cultural Infrastructure

- Cultural or community centers
- Performing arts facilities
- · Museums and art galleries
- Designated local heritage sites

#### 1.p) Tourism Infrastructure

- Campground facilities
- Convention or trade centers
- Exhibition buildings
- Tourist facilities
- Zoo facilities

#### 1.q) Resilience

- Infrastructure and assets that increase a community's capacity to withstand, respond to, and rapidly recover from damage and disruptions caused by extreme weather events, for example:
  - infrastructure to manage and control flood water movement, including floodwalls and flood gates
  - river stabilization infrastructure, including spurs, berms, and ripraps
  - restoring wetlands and other natural infrastructure to redirect and capture rainwater
  - constructing firebreaks to limit the spread of wildfires

Note: excludes normal routine, maintenance, and operational work (e.g., dredging of sediment, gravel removal, debris traps, etc.)

#### 1.r) Capacity Building

Investments related to strengthening the ability of <u>local governments</u> to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, <u>housing</u> <u>needs assessment</u>, and/or <u>asset management</u> plans, related to strengthening the ability of recipients to develop long-term planning practices.

- Infrastructure management systems capable of recording and retrieving information on various types of infrastructure, including key infrastructure characteristics and condition, on a consistent basis to assist systematic infrastructure planning and management, for example:
  - purchase of computer hardware and software to facilitate the Municipal Infrastructure Management System (MIMS) or other infrastructure management systems
  - collection and input of local infrastructure asset data

#### 1.s) Fire Halls

- New fire hall (building) for housing fire-fighting apparatus and staff (may include attached dorms, basic training facilities, and administration areas)
- · Retro-fit and modernization of existing fire halls and attached building space
- Acquisition of a firetruck as a capital asset when associated to a new infrastructure project or retro-fit

#### **Appendix 2: Eligible Expenditures**

Eligible expenditures are limited to the following:

- Expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset.
- For capacity building category only, the expenditures related to strengthening the ability of <u>local governments</u> to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, <u>housing needs assessment</u>, and/or <u>asset management</u> plans. The expenditures could include developing and implementing:
  - studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
  - studies, strategies, or systems related to housing or land use, including housing needs assessment; and
  - training directly related to asset management planning.
- Expenditures directly associated with joint federal communication activities and with federal project signage.
- The incremental costs of the employees or leasing of equipment under the following conditions:
  - the local government must declare that it is not economically feasible to tender a contract;
  - the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - the arrangement is approved through the project submission process.

#### **Appendix 3: Ineligible Expenditures**

The following expenditures are deemed ineligible:

- Project expenditures incurred before April 1, 2005.
- Project expenditures incurred before April 1, 2014, for the following categories:
  - highways;
  - regional and local airports;
  - short-line rail;
  - short-sea shipping;
  - broadband connectivity;
  - brownfield redevelopment;
  - cultural infrastructure;
  - tourism infrastructure;
  - sport infrastructure; and
  - recreational infrastructure.
- Project expenditures incurred before April 1, 2021, for the following project category:
  - fire halls.
- The cost of leasing of equipment by the <u>local government</u>, any overhead costs, including salaries and other
  employment benefits of any employees of the local government, direct or indirect operating or administrative costs of
  the local government, and more specifically its costs related to planning, engineering, architecture, supervision,
  management and other activities normally carried out by its staff, except in accordance with eligible expenditures
  above.
- Borrowing costs (exception for the cities of Calgary and Edmonton only, for whom such costs are eligible representatives from these two cities should contact a Grant Advisor for information on how to apply CCBF toward borrowing costs).
- Taxes for which the local government is eligible for a tax rebate and all other costs eligible for rebates.
- Purchase of land or any interest therein, and related costs.
- Legal fees.
- Routine repair and maintenance costs.
- Costs associated with health infrastructure or assets (hospitals, convalescent and senior centers).

## **Appendix 4: Example Outcomes and Indicators**

National Objective	Project Category	Outcome	Outcome Indicator
Productivity and Economic Growth	Local roads and bridges	Increase in estimated service life of infrastructure	Time (years)
	Highways	Increase in estimated service life of infrastructure	Time (years)
	Short-sea shipping	Increase in estimated service life of infrastructure	Time (years)
	Short-line rail	Increase in estimated service life of infrastructure	Time (years)
	Regional and local airports	Increase in estimated service life of infrastructure	Time (years)
	Broadband connectivity	Number of households experiencing increased or improved service	Count (# households)
	Public transit	Decrease in average age of fleet	Time (years)
Clean Environment	Drinking water	Change in total drinking water treatment capacity	Volume (m³ water processed daily)
		Number of households experiencing increased or improved drinking water service	Count (# households)
	Wastewater	Change in total wastewater treatment capacity	Volume (m³ water processed daily)
		Number of households experiencing increased or improved wastewater service	Count (# households)
	Solid waste	Additional solid waste management capacity built or expanded in tonnes	Volume (m³ waste processed daily)
		Number of households experiencing increased or improved solid waste service	Count (# households)
	Community energy systems	Tonnes of greenhouse gas reduced	Average annual energy consumption or production before and after project completion (KWh)
	Brownfield remediation	Estimated land value of redeveloped site	Value (\$ per m²)
Strong Cities and Communities	Sport infrastructure	Number of increased or improved public events or days open to the public	Area (m² impacted)
	Recreation infrastructure	Number of increased or improved public events or days open to the public	Count (# events or # days open annually)

National Objective	Project Category	Outcome	Outcome Indicator
	Cultural infrastructure	Number of increased or improved public events or days open to the public	Count (# events or # days open annually)
	Tourism infrastructure	Number of increased or improved public events or days open to the public	Count (# events or # days open annually)
	Resilience	Infrastructure equipped for climate change impacts	Count (# assets)
	Fire halls	Number of increased or improved emergency responses	Count (# responses annually)

## CAPITAL REGION ASSESSMENT SERVICES COMMISSION 11810 Kingsway, Edmonton, Alberta, T5G 0X5

TEL: 780 482 1451 EMAIL: gerryl.amorin@crasc.ca



Sept 6, 2024

#### Dear CRASC ARB PARTICIPANT:

Please find attached an electronic copy in PDF format of CRASC's Service Agreement to continue to provide Assessment Review Board Services to your municipality(ies) for the years 2025 to 2027.

We have made some changes from the expiring 2022-2024 agreement, primarily to better clarify the obligations of the Commission and the Participants; also, to adjust the fees that CRASC will charge.

For each CRASC ARB PARTICIPANT that you administer, would you please follow the instructions below:

- 1. Print out a copy of the Agreement.
- 2. Complete the following sections of the Agreement:
  - Page 2, Print the Name of your municipality on the line immediately above (the "Participant").
  - Page 8, Complete all sections under the heading: THE PARTICIPANT Please ensure an authorized signer completes this section
  - Page 11, Complete all information lines under PARTICIPANT'S SERVICE ADDRESS.
- 3. Scan and email a copy of the completed Agreement to gerryl.amorin@crasc.ca

On receipt of your signed Agreement, the Commission will sign Page 8 to complete a fully executed Agreement. CRASC will scan and email a copy to you for your records.

Thank you for your attention to this matter and we look forward to serving your ARB needs for a further 3-year term.

Sincerely,

Gerryl Amorin, CPA | Manager, Finance Officer

Office Use Only
Member or Participant
Municipality:
Received:

# PARTICIPANT MEMORANDUM OF AGREEMENT 2025 - 2027

## LOCAL ASSESSMENT REVIEW BOARDS and COMPOSITE ASSESSMENT REVIEW BOARDS



1 January 2025

#### MEMORANDUM OF AGREEMENT

made between

#### CAPITAL REGION ASSESSMENT SERVICES COMMISSION

(the "Commission")

and

#### (the "Participant")

**WHEREAS** the Commission will provide specific administrative and financial services relating to Assessment Review Boards to the Participant.

**AND WHEREAS** the Commission and the Participant have reached agreement with respect to the terms and conditions under which the Commission will provide such administrative and financial services to the Participant.

**NOW THEREFORE** the Commission and the Participant agree as follows:

#### 1. **DEFINITIONS**

- **a.** "Board" means the Board of Directors of the Capital Region Assessment Services Commission.
- **b.** "Commission" means the Capital Region Assessment Services Commission.
- **c.** "**Fiscal Year**" means 1<sup>st</sup> of January to 31<sup>st</sup> of December.
- **d.** "Participant" and "Municipality" mean a municipal authority NOT listed in the Appendix to Alberta Regulation 77/96, as amended from time to time; and which has engaged the services of the Commission to provide specific administrative and financial services relating to Assessment Review Boards.
- **e.** "Panelist" means an individual who is accredited by the Alberta Land & Property Rights Tribunal ("LPRT") to hear Assessment Complaints.
- **f.** "Assessment Review Board" and "ARB" mean either the Local Assessment Review Board ("LARB") or the Composite Assessment Review Board ("CARB").
- **g.** "Assessment Clerk" means an individual who is accredited by the Alberta LPRT to perform assessment clerk services.

**h.** "Term" means the term of this agreement as set forth in Section 2.

#### 2. TERM

The term of this agreement is as specified in Schedule "A" hereto. The Term may be extended by an agreement in writing between the parties hereto before the end of the Term, failing which the agreement shall terminate at the end of the Term without notice by either party to the other and without additional compensation from the Participant to the Commission.

#### 3. OBLIGATIONS of the COMMISSION

The Commission will provide a full ARB administration service from receipt of Complaint forms through to distribution of the hearing decisions, including, but not limited to:

- **a.** receiving Complaint forms from the Participant, acknowledging their receipt, setting up hearings, preparing and distributing Notices of Hearings, attending each hearing and distributing the decision.
- **b.** maintaining a Panelist pool sufficient to respond to the Participant's requirements for Assessment Review Board hearings.
- **c.** annually providing the Participant with:
  - i. a list of Commission approved Panelists from which the Commission can draw to fill its hearing needs;
  - ii. the name of the chair of the LARB and CARB:
  - iii. the name of the Assessment Clerk of the LARB and CARB.
- d. apprising the Participant of such information relevant and necessary for the performance of its legislated duties and responsibilities with respect to Assessment Review Boards.
- e. providing an Assessment Clerk at Assessment Review Board hearings, unless the Participant informs the Commission of its wish to provide its own Assessment Clerk.
- **f.** assisting the Panelists to prepare a written decision from each hearing and distributing the decision to the appropriate parties. *NOTE The decisions, reasons therefore and the writing of the decision are the responsibility of the hearing panelists. The clerk will provide only administrative and clerical assistance to this function.*
- g. preparing, and distributing to the Participant, appropriate administrative and operating policies and procedures relating to Assessment Review Boards.
- **h.** annually meeting with the Panelists to review activities and ensure that the

Panelists are current with respect to Assessment Review Board hearing information.

#### **Panelist Nominations:**

While it is the policy of the Commission to, wherever possible, draw its pool of panelists only from its members; from time to time the Commission may contact Participants seeking nominations of suitable individuals who may be appointed as potential Panelists so that an acceptable pool of accredited Panelists can be maintained. The determination of the Panelist pool rests solely with the Commission.

Should the Commission decide to accept the Participant's nominee, the Commission will contact the Participant's nominee to outline the requirements for being considered as a Panelist and inform the nominee of pending training and accreditation requirements and opportunities. Upon successful accreditation, the nominee will be entered on the Commission's Panelist pool registry as maintained by the Commission.

#### 4. OBLIGATIONS of the PARTICIPANT

The Participant will cooperate with the Commission to ensure the smooth running of the Commission's ARB practices and procedures, including, but not limited to:

- a. at the commencement of each year of this agreement (and no later than the 15<sup>th</sup> of February of each year), the Participant will provide to the Commission its total parcel count as at the 1<sup>st</sup> of January of each year. NOTE This parcel count will be used to calculate the total per parcel fees due in accordance with Schedule "A" to this agreement.
- **b.** annually appointing to the LARB and CARB the list of Commission Panelists, the name of the chair and the name of the Assessment Clerk, provided to the Participant by the Commission each year. *NOTE The Commission draws from only its own designated pool of Panelists to sit on Commission administered hearings.*
- c. providing the Commission with immediate notification by email when an Assessment Review Board Complaint has been filed with the Participant.
- **d.** for each complaint, promptly scanning and emailing the following to the Commission: (IMPORTANT Where the following documentation contains colour, the document should be scanned in colour.)
  - Assessment Review Board Complaint form
  - Assessment Complaints Agent Authorization form if appropriate
  - Proof of payment of applicable complaint fee
  - All other documentation provided by the complainant accompanying the ARB Complaint form
  - Copy of the assessment notice or combined assessment/tax notice that is the subject of the complaint

- Confirmation of the date that the complaint was received by the Participant and that the complaint was received within the deadline for submission of complaints.
- when requested by the Commission, providing a suitable meeting room or other means of facilitating a hearing (e.g. setting up, providing and hosting suitable videoconference and/or teleconference facilities) for the Assessment Review Board hearing without charge to the Commission. The decision regarding how the hearing will take place, e.g in person, by video/teleconference or by other means will be at the sole discretion of the Commission.

#### 5. FEES and EXPENSES

Each year the Board will review the budget for Assessment Review Board services and will establish such fees as it deems appropriate. Annually, the Participant will be informed as to what the forthcoming year's fees will be. Effective at the commencement of this Agreement, these approved fees and expenses are as shown in Schedule "A", and they will remain in effect for the remaining years of this agreement unless changed by the Board.

The Commission will invoice each Participant for the applicable fees and expenses listed in Schedule "A" and the Participant will pay those invoices in a timely manner.

Should the Board change the fees in Schedule" A", the Participant has the option to withdraw from this agreement within 30 days from the latter of the date of the change(s) coming into effect and the Participant being informed of the change(s).

#### 6. LEGAL EXPENSES

The Assessment Review Board (ARB) is a quasi-judicial board established in accordance with the Municipal Government Act and your municipal bylaw.

The Board is independent from your municipality and is comprised of citizen members appointed by Municipal Council.

The ARB makes decisions in an impartial manner and applies the principles of natural justice and procedural fairness, which includes the right to legal counsel.

In some circumstances the ARB will request legal counsel to support its role in the complaint/hearing/decision writing process; the municipality is solely responsible for the cost to retain sufficient legal services. It is normal protocol for the legal account to be opened in CRASC's name to maintain genuine independence. The legal invoices will then be billed back to the municipality at cost for reimbursement.

#### 7. PARTICIPANT INFORMATION

All Participant information relating to the Assessment Review Board complaints is deemed the property of the Participant.

Other than for the proper functioning of the Assessment Review Board process, the Commission will not disclose or make known to any person the Participant information or any matter or thing which comes to the knowledge of or is disclosed to the Commission by reason of this Agreement and shall retain all such knowledge as confidential, unless the Commission is required by law, or is expressly authorized by the Participant in writing, to disclose or make known the knowledge.

Where Participant information, whether paper or electronic, is in the temporary possession or control of the Commission, the Commission will ensure the security and safety of all data and allow only authorized access to the Participant information.

#### 8. TERMINATION

A Participant shall be entitled to terminate this agreement upon six (6) months written notice together with payment of the annual fees for the balance of the Term.

The Commission reserves the right to terminate this agreement upon six (6) months written notice to the Participant.

#### 9. SURVIVAL

The provisions of this agreement, which by their context are meant to survive the expiry or earlier termination of this agreement, shall so survive for the benefit of the party relying upon the same.

#### 10. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing.

#### 11. ASSIGNMENT

This agreement or any rights arising out of this agreement shall not be assigned by either party hereto without the other party's prior written consent, which consent shall not be arbitrarily withheld.

#### 12. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties with respect to the subject matter hereof.

#### 13. AMENDMENTS

This agreement can be modified, amended or assigned only by a written instrument duly executed by the parties.

OTHER:

#### 14. Judicial Review of an ARB decision:

Judicial reviews of the Board's decisions are governed by section 470 of the Municipal Government Act.

If the municipality is considering an application to the Court of King's Bench it is mandatory that legal counsel is consulted. Please note this is beyond the scope of this contract.

The ARB Members and Clerk are not able to offer any legal advice, suggestions, or guidance with respect to such inquiries. The CRASC Clerk may assist in securing legal representation if requested.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement by the hands of their respective, properly authorized officers, on their behalf.

THE COMMISSION:	CAPITAL REGION COMMISSION	ASSESSMENT SERVICES	
Per: Authorized Signature	Name	Date	_
THE PARTICIPANT:	Name of Participant	Municipality	
Per: Authorized Signature	Name	 Date	

#### **SCHEDULE "A"**

#### TERM of AGREEMENT

The Term of this agreement is for the period from 1 January 2025 to 31 December 2027.

#### **FEES and EXPENSES**

The compensation payable by the Participant to the Commission for its performance of this agreement is as follows:

#### 1. Annual Fees per Participant - Per Fiscal Year

- a. Core fee of \$900, plus;
- b. Per parcel fee of \$0.35, based on the total number of the Participant's parcels that are eligible to have a LARB or CARB complaint filed on them, as at 1 January of each year of the agreement. (Do not include DIP, Linear, Exempt, Municipal Owned and similar parcels)

#### 2. Hearing Fees - Per Hearing

Assessment Review Board Hearing Fees are chargeable to the Participant for each hearing and depend on the services provided to the Participant for each hearing. <u>Not all fees may be chargeable for every hearing.</u>

#### a. Hearing:

\$800 for each LARB hearing

\$800 for each CARB hearing

#### b. Panelist:

\$193 per Panelist for each hearing and associated travel time that do not exceed four (4) hours.

\$330 per Panelist for each hearing and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$495 per Panelist for each hearing and associated travel time that exceed eight (8) hours.

#### c. Presiding Officer:

\$248 per Presiding Officer for each hearing and associated travel time that do not exceed four (4) hours.

\$440 per Presiding Officer for each hearing and associated travel time that exceed four (4) hours and do not exceed eight (8) hours.

\$660 per Presiding Officer for each hearing and associated travel time that exceed eight (8) hours.

#### d. Assessment Clerk:

\$800 for each hearing where the Commission provides an Assessment Clerk.

Note: If panel deliberations take place on a date other than the Hearing Date, additional charges will apply as per the hearing rates above.

#### 3. Hearing Expenses

Travel and subsistence expenses are chargeable to the Participant for each hearing. These are based on the rates established from time to time by the Government of Alberta for its Boards, Agencies and Commissions.

#### 4. Judicial Review

If a complaint is appealed, CRASC offers Clerk Services at a rate of \$125 per hour. This would include but is not limited to responding to "Notice to Obtain Record of Proceedings" and any other administrative tasks that the ARB Clerk has jurisdiction to perform.

#### COMMISSION'S SERVICE ADDRESS

The Commission's address for service of notices is:

Capital Region Assessment Services Commission 11810 Kingsway Edmonton, Alberta T5G 0X5

Telephone: 780-451-4191 Email: info@crasc.ca

#### PARTICIPANT'S SERVICE ADDRESS

The Participant's address for service of notices is:
Name of municipality
Contact name
Address 1
Address 2
City/Province
Postal Code
Telephone:
Email:

Budget vs. Actuals: 2024 Budget - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4-9000 Property Taxes	340,884.00	337,263.50	3,620.50	101.07 %
4-9055 Lagoon/Sewer Fund Tax	56,210.00	56,450.00	-240.00	99.57 %
4-9100 School Taxes	78,091.79	164,061.00	-85,969.21	47.60 %
4-9115 Designated Industrial		0.00	0.00	
4-9150 ASFF Under-Levy		-6,827.18	6,827.18	
4-9205 Designated Industrial Requisition		17.88	-17.88	
4-9250 Lac Ste Anne Foundation	16,140.84	0.00	16,140.84	
4-9260 LSA Foundation Requisition		16,087.52	-16,087.52	
4-9299 CPO Ticket Revenue		500.00	-500.00	
4-9300 Grants - FCSS	4,813.02	6,141.00	-1,327.98	78.38 %
4-9302 Grants - MSI Operating		17,078.00	-17,078.00	
4-9303 Grants - STEP		0.00	0.00	
4-9304 Grants - Other		500.00	-500.00	
4-9305 Federal Gas Tax	-6.00		-6.00	
4-9306 Grant Canada Summer Jobs		2,100.00	-2,100.00	
4-9400 Interest Income	13,275.52	2,500.00	10,775.52	531.02 %
4-9500 Development/Safety Codes	-,	1,000.00	-1,000.00	
4-9550 Safety Codes	475.44	1,000.00	-524.56	47.54 %
4-9600 Tax Certificates, Maps, Snowplowing & Other Income	1,190.86	1,000.00	190.86	119.09 %
4-9700 Fines & Penalties	1,075.90	1,000.00	1,075.90	110.00 70
4-9800 Development Permits	495.00		495.00	
4-9915 Fire Smart Grant	500.00		500.00	
Total Income	\$513,146.37	\$598,871.72	\$ -85,725.35	85.69 %
GRUSS PRUFII	\$513 146 37	\$598 871 <i>72</i>	\$ -85 725 35	85 69 %
GROSS PROFIT	\$513,146.37	\$598,871.72	\$ -85,725.35	85.69 %
Expenses	\$513,146.37			85.69 %
Expenses 6-1140 School Taxes Paid		157,233.80	-157,233.80	
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable	<b>\$513,146.37</b> 16,087.52	157,233.80 16,087.52	-157,233.80 0.00	<b>85.69 %</b> 100.00 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration		157,233.80 16,087.52 11,000.00	-157,233.80 0.00 -11,000.00	
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence	16,087.52	157,233.80 16,087.52 11,000.00 6,000.00	-157,233.80 0.00 -11,000.00 -6,000.00	100.00 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee	16,087.52 47,863.08	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62	100.00 % 92.21 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee	16,087.52 47,863.08 4,100.24	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76	100.00 % 92.21 % 94.15 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM	16,087.52 47,863.08 4,100.24 1,610.61	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39	92.21 % 94.15 % 80.53 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer	16,087.52 47,863.08 4,100.24 1,610.61 960.00	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00	92.21 % 94.15 % 80.53 % 25.00 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07	92.21 % 94.15 % 80.53 % 25.00 % 104.26 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00 8,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20 35.00	92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships 6-2230 Professional Fees	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00 8,000.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20	100.00 %  92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %  138.14 % 86.41 % 100.49 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships 6-2230 Professional Fees 6-2274 Insurance	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80 7,235.00	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00 8,000.00 7,200.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20 35.00	100.00 %  92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %  138.14 % 86.41 % 100.49 % 86.94 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships 6-2230 Professional Fees 6-2274 Insurance 6-2510 Office & Misc Expense	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80 7,235.00 4,781.87	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00 8,000.00 7,200.00 5,500.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20 35.00 -718.13	100.00 %  92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %  138.14 % 86.41 % 100.49 % 86.94 % 71.25 %
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships 6-2230 Professional Fees 6-2274 Insurance 6-2510 Office & Misc Expense 6-2511 Bank Charges	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80 7,235.00 4,781.87 249.38	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 4,750.00 8,000.00 7,200.00 5,500.00 350.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20 35.00 -718.13 -100.62	
Expenses 6-1140 School Taxes Paid 6-1141 Lac Ste Anne Foundation Payable 6-1151 Council Remuneration 6-1211 Council Mileage & Subsistence 6-2159 Administrator Fee 6-2160 Development Officer Fee 6-2161 DEM/Dep DEM 6-2162 Grant Officer 6-2165 Wages 6-2170 WCB Expense 6-2175 Development Permit & Letters Of Compliance 6-2176 Enforcement Expenses 6-2224 Municipal Memberships 6-2230 Professional Fees 6-2274 Insurance 6-2510 Office & Misc Expense 6-2511 Bank Charges 6-2512 Cellphone & Communications	16,087.52 47,863.08 4,100.24 1,610.61 960.00 85,494.07 1,288.46 195.00 6,561.68 6,912.80 7,235.00 4,781.87 249.38 2,171.60	157,233.80 16,087.52 11,000.00 6,000.00 51,905.70 4,355.00 2,000.00 3,840.00 82,000.00 1,600.00 1,000.00 5,000.00 4,750.00 8,000.00 7,200.00 5,500.00 350.00 2,400.00	-157,233.80 0.00 -11,000.00 -6,000.00 -4,042.62 -254.76 -389.39 -2,880.00 3,494.07 -311.54 -805.00 -5,000.00 1,811.68 -1,087.20 35.00 -718.13 -100.62 -228.40	100.00 %  92.21 % 94.15 % 80.53 % 25.00 % 104.26 % 80.53 % 19.50 %  138.14 % 86.41 % 100.49 % 86.94 % 71.25 % 90.48 %

Budget vs. Actuals: 2024 Budget - FY24 P&L

January - December 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6-3520 Equipment - R&M	4,257.49	8,000.00	-3,742.51	53.22 %
6-3540 Utilities	23,604.24	26,000.00	-2,395.76	90.79 %
6-4511 FCSS & Recreation Programs	524.25	7,676.00	-7,151.75	6.83 %
6-4512 Public works - Supplies	9,185.15	14,500.00	-5,314.85	63.35 %
6-4516 Parkways/Drainage	44,346.00		44,346.00	
6-4520 Equipment - Supplies	19.98		19.98	
6-4521 Trees & Park Improvements	1,695.00	2,500.00	-805.00	67.80 %
6-4550 Weed Control		500.00	-500.00	
6-5510 Garbage Disposal	5,027.45	6,750.00	-1,722.55	74.48 %
6-6200 Municipal Assessment Service	8,080.00	8,100.00	-20.00	99.75 %
6-7341 Policing	12,562.00	12,562.00	0.00	100.00 %
6-7371 LSA county - Police & Animal	4,469.30	5,000.00	-530.70	89.39 %
6-7373 Onoway Regional Fire Services	29,837.25	30,927.08	-1,089.83	96.48 %
6-7380 Lagoon/Wastewater - LSAC	46,028.80	56,450.00	-10,421.20	81.54 %
6-7381 North 43 Sewer Line		0.00	0.00	
6-7395 Wild Water Commission	9,698.18	10,460.64	-762.46	92.71 %
6-7396 Yellowhead Regional Library	670.05	800.00	-129.95	83.76 %
6-7501 RHCL	6,141.00	4,100.00	2,041.00	149.78 %
Expenses	20.40		20.40	
Total Expenses	\$398,100.38	\$571,747.74	\$ -173,647.36	69.63 %
NET OPERATING INCOME	\$115,045.99	\$27,123.98	\$87,922.01	424.15 %
Other Expenses				
6-2150 Amortization		62,400.00	-62,400.00	
Other Miscellaneous Expense	-167.41		-167.41	
Total Other Expenses	\$ -167.41	\$62,400.00	\$ -62,567.41	-0.27 %
NET OTHER INCOME	\$167.41	\$ -62,400.00	\$62,567.41	-0.27 %
NET INCOME	\$115,213.40	\$ -35,276.02	\$150,489.42	-326.61 %

### **Balance Sheet Summary**

As of October 31, 2024

	TOTAL
Assets	
Current Assets	408,581.45
Cash and cash equivalents	606,584.13
Accounts receivable (A/R)	1,688.51
Total Current Assets	1,016,854.09
Non-current Assets	
Property, plant and equipment:	3,288,405.22
Total Non-current Assets	3,288,405.22
Total Assets	\$4,305,259.31
Liabilities and Equity	
Current Liabilities	564,248.97
Accounts Payable	78.75
Credit Cards	608.97
Total Current Liabilities	564,936.69
Non-current liabilities:	0.00
Equity	3,740,322.62
Total Liabilities and Equity	\$4,305,259.31

#### Profit and Loss

January - October, 2024

	TOTAL
INCOME	
4-9000 Property Taxes	340,884.00
4-9055 Lagoon/Sewer Fund Tax	56,210.00
4-9100 School Taxes	78,091.79
4-9250 Lac Ste Anne Foundation	16,140.84
4-9300 Grants - FCSS	4,813.02
4-9305 Federal Gas Tax	-6.00
4-9400 Interest Income	13,275.52
4-9550 Safety Codes	475.44
4-9600 Tax Certificates, Maps, Snowplowing & Other Income	1,165.8
4-9700 Fines & Penalties	1,075.9
4-9800 Development Permits	495.00
4-9915 Fire Smart Grant	500.00
Total Income	\$513,121.3
GROSS PROFIT	<b>\$513,121.3</b> 7
EXPENSES	
6-1141 Lac Ste Anne Foundation Payable	16,087.5
6-2159 Administrator Fee	43,820.70
6-2160 Development Officer Fee	3,745.2
6-2161 DEM/Dep DEM	1,610.6
6-2162 Grant Officer	960.0
6-2165 Wages	79,531.99
6-2170 WCB Expense	1,288.40
6-2175 Development Permit & Letters Of Compliance	195.0
6-2224 Municipal Memberships	6,561.6
6-2230 Professional Fees	6,912.80
6-2274 Insurance	7,235.0
6-2510 Office & Misc Expense	4,331.7
6-2511 Bank Charges	241.4
6-2512 Cellphone & Communications	2,020.3
6-2513 Meals & Entertainment	88.2
6-3230 Interest expense	6.40
6-3251 Road - R&M	6,327.79
6-3520 Equipment - R&M	4,257.4
6-3540 Utilities	21,533.5
6-4511 FCSS & Recreation Programs	524.2
6-4512 Public works - Supplies	9,185.1
6-4516 Parkways/Drainage	44,346.0
6-4520 Equipment - Supplies	19.98
6-4521 Trees & Park Improvements	1,695.0
6-5510 Garbage Disposal	5,027.4
6-6200 Municipal Assessment Service	8,080.0
6-7341 Policing	12,562.00
6-7371 LSA county - Police & Animal	4,469.30
6-7373 Onoway Regional Fire Services	29,837.2
6-7380 Lagoon/Wastewater - LSAC	46,028.80

#### Profit and Loss

January - October, 2024

	TOTAL
6-7395 Wild Water Commission	9,698.18
6-7396 Yellowhead Regional Library	670.05
6-7501 RHCL	6,141.00
Expenses	13.80
Total Expenses	\$385,054.27
OTHER EXPENSES	
Other Miscellaneous Expense	-167.41
Total Other Expenses	\$ -167.41
PROFIT	\$128,234.51

#### pcm1@telusplanet.net

From: Tony Sonnleitner (Ross Haven) <CAO@rosshaven.ca>

**Sent:** November 10, 2024 7:45 PM **To:** pcm1@telusplanet.net

**Subject:** Fw: Payment Advice Notification

#### Get Outlook for iOS

From: 1GXInvoiceInquiries@gov.ab.ca <1GXInvoiceInquiries@gov.ab.ca>

Sent: Monday, November 4, 2024 10:11:41 AM

To: Tony Sonnleitner (Ross Haven) < CAO@rosshaven.ca>

Subject: Payment Advice Notification

#### Hello SUMMER VILLAGE OF ROSS HAVEN,

Please find below your electronic remittance advice for payments made to you by the Government of Alberta.

#### STATEMENT OF DEPOSIT

VENDOR		VENDOR ID DATE I		ISSUED	
SUMMER VILLAGE OF ROSS HAVEN		0070000393 5-Nov-202		/-2024	
DEPOSITED AT BANK:	000305259	DEPOSIT NO	DATE	AMOUNT	
BRANCH:	05259	2002346000	5-Nov-2024	\$203.00	
ACCOUNT:	****6385	TOTAL		\$203.00	
DEPOSIT NO:	2002346000	DEPOSIT DATE:	5-Nov-2024	•	
VOUCHER	DESCRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTAL	
1902541477	FINES DISTRIBUTION	241031	\$203.00		
	Total Payment From Fines Dist For Inquiries Call 780 427 4997			\$203.00	
		DEPOSIT TOTA	AL	\$203.00	

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If you have received this email in error or wish to be opted out or excluded from receipt of this email, please email 1GXInvoiceInquiries@gov.ab.ca indicating that you do not wish to receive this email or contact Service Alberta Accounts Payable at 780-427-7481.

#### Regards:

#### 14 November 2024 – Councillor Report – Dieter Brandt

#### 15 Oct 2024 - North 43 Lagoon Commission Meeting

As was previously announced, the Commission was going to inspect all sewer line connected properties to ensure proper frost mitigation. At the date of this meeting, 68 out of 164 were inspected.

I put in a request to that the Ross Haven sewer line flushed as was recommended by the engineer during construction. It was revealed that the entire line has not yet been flushed. Even the County Engineer suggested that it would be prudent to flush the lines from time to time. Each of the phases of the Forced Main Project had unused government funds and the government has clearly said these funds can only be used for the construction of the line. Mike Primeau was asked to check with the appropriate department to see if we could use these funds for flushing the line. Since the meeting, this expenditure has been approved.

The lagoon will need to have the main discharge valve replaced. The original pump is failing and a bypass have been installed if and when the valve fails. This will ensure that operations continue without issue.

The dumping fees at the lagoon will remain the same for 2025. This is in line with that other County lagoons. The rates will be revisited at the end of next year.

#### 16-18 October - ASVA Conference

I attended the Association of Summer Villages of Alberta annual conference (ASVA) in Sherwood Park. It was 2 days filled with sessions and speakers about differing aspects of summer villages and their management.

Some of the topics included a conversation about the golf cart pilot project. There are a few summer villages within the province that are participating. A couple of the key requirements are to have a bylaw which is approved by the government department in charge. As well, the summer village would have to issue annual permits to approved users.

There was a presentation by Klay Dyer who is contracted by the Alberta Council to help find and manage different grant opportunities for municipal bodies. The payment for these services is a percentage of any grants that are realized.

There was a speaker who discussed the impact of drought on lake water quality. It is being monitored by the government. Another speaker reviewed the identification, prevention and mitigation of invasive species into our lakes.

We were told that the MAP reviews will now begin another round. All summer villages will again have to take their turn. One of the items mentioned was that we will all need a policy on how we are regulating online meetings.

#### **Dieter Brandt**

Councillor Summer Village of Ross Haven

## **CAO REPORT**

## Regular Meeting of Council - November 14, 2024

#### **Garbage Pickup Guidelines**

Pinch-hitting for our Public Works Co-ordinator the past couple of weeks has given me an appreciation of concerns brought forward by Noel, and the Summer Students.

I wish to remind the community that it is individual human beings collecting the garbage, not machines.

#### Please:

- Weight Limit per bag is 13 kg (30 lbs), especially while Noel is on the mend.
- No sharp objects. We do wear cut resistant gloves, but needles and shards of glass will penetrate them.
- All garbage is to be enclosed in garbage bags.
- HOUSEHOLD GARBAGE ONLY. NO Construction waste.
- No oil, fuel or paint.

#### Sump Pumps Draining into Parkways: 5/6 and 8/9 Parkways

It was noted during our walk-through with the Engineer and Contractor that landowners on the 5/6 and 8/9 Street Parkways are directing their stormwater / sump pump drainage toward the Parkways. This totally defeats the point of the works undertaken this Fall. Please direct stormwater / sump pump drainage to the ditch at the street.

## **Enjoy Fall activities at the Lake!!**