



**AGENDA**  
**REGULAR MEETING OF THE BARRHEAD TOWN COUNCIL**  
**TUESDAY, OCTOBER 22, 2024 AT 5:30 P.M.**  
**IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS**

*Barrhead....a quality community....giving a quality lifestyle*

Present

Others Present

Regret

1. Call to Order
2. Consideration of Agenda (Additions - Deletions)
3. Confirmation of Minutes
  - (a) Regular Meeting Minutes – October 8, 2024
4. Public Hearings
  - (a) There are no Public Hearings
5. Delegations
  - (a) Delegation at 5:30 p.m. – Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society
  - (b) Delegation at 6:00 p.m. – Ms. Elaine Dickie, Library Director, representing the Barrhead Public Library
6. Old Business
  - (a) There is no Old Business
7. New Business
  - (a) Appointing Mr. Collin Steffes as the Town of Barrhead's new Chief Administrative Officer
  - (b) Clean Energy Improvement Program
  - (c) Renew Service Agreement with Municipal Planning Services (2009) Ltd.
  - (d) Monthly Bank Statement for the month ended September 30, 2024
  - (e) 2024 Plebiscite – Change of Venue for the December 2, 2024 Vote

8. Reports

- (a) Council Reports

9. Minutes

- (a) There are no Minutes

10. Bylaw

- (a) There are no Bylaws

11. Correspondence Items

- (a) Letter from Ms. Elaine Timm dated October 3, 2024
- (b) Email from Ripple Connection Support Center dated October 14, 2024

12. For the Good of Council

13. Tabled Items

14. Closed Session

- (a) Land – Pursuant to Section 24(1) of the FOIP Act

15. Adjourn

MINUTES OF THE REGULAR MEETING OF THE BARRHEAD  
TOWN COUNCIL HELD TUESDAY, OCTOBER 8, 2024,  
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

**PRESENT** Mayor McKenzie, Crs: T. Assaf, D. Kluin, R. Klumph, A. Oswald, D and Sawatzky  
Officials: Ed LeBlanc, CAO and Cheryl Callihoo, Director of Development

**OTHERS** Barry Kerton, Barrhead Leader

**ABSENT** Cr. D. Smith

**CALL TO ORDER** Mayor McKenzie called the meeting to order at 5:30 p.m.

**AGENDA** The agenda was reviewed.

297-24 Moved by Cr. Assaf that the agenda be accepted as amended, to include the following:  
8(a) Yellowhead Regional Library Board  
8(a) Chamber of Commerce  
8(a) Family & Community Support Services Society

CARRIED UNANIMOUSLY

**CONFIRMATION  
OF MINUTES**

The Minutes of the Town Council Regular Meeting of September 10, 2024, were reviewed.

298-24 Moved by Cr. Klumph that the Minutes of the Town Council Regular Meeting of September 10, 2024 be approved as presented.

CARRIED UNANIMOUSLY

The Minutes of the Town Council Special Meeting of September 30, 2024, were reviewed.

299-24 Moved by Cr. Klumph that the Minutes of the Town Council Special Meeting of September 30, 2024 be approved as presented.

CARRIED UNANIMOUSLY

**PUBLIC HEARING  
BYLAW 07-2024,  
RE-DISTRICTING BYLAW**

Mayor McKenzie declared the Public Hearing open at 5:30 p.m. There were approximately 47 members of the public present. Mayor McKenzie provided a brief outline of the Public Hearing process.

Proposed Bylaw 07-2024 is to amend the Town of Barrhead’s Beaverbrook Area Structure Plan Bylaw 08-2002.

CAO, Edward LeBlanc read out loud the e-mail from John and Susan Turner dated October 7, 2024 along with the letter from Ard and Deanna Doornbos dated October 5, 2024.

**EXITED** Ed LeBlanc, CAO exited the Chambers at 5:49 p.m.

**ENTERED** Ed LeBlanc, CAO entered the Chambers at 5:50 p.m.

There were several comments made by the public opposing the proposed amendment to the Beaverbrook Area Structure Plan.

As there were no other presentations, Mayor McKenzie declared the Public Hearing closed at 6:24 p.m.

300-24 Moved by Cr. Klumph that Council rescind the First Reading of Bylaw 05-2024, amending the Town's Land Use Bylaw 04-2015.

CARRIED UNANIMOUSLY

301-24 Moved by Cr. Assaf that Council rescind the First Reading of Bylaw 07-2024, amending the Beaverbrook Area Structure Plan Bylaw 08-2002.

CARRIED UNANIMOUSLY

## **BANK STATEMENT**

The Monthly Bank Statement for the month ended August 31, 2024, was received.

302-24 Moved by Cr. Oswald that Council approves the Monthly Bank Statement for the month ended August 31, 2024, as presented.

CARRIED UNANIMOUSLY

## **PLEBISCITE**

For Council to address a few items in respect to the upcoming 2024 municipal plebiscite, was received.

303-24 Moved by Cr. Oswald that Council appoints Jennifer Mantay as Returning Officer for the purpose of conducting the 2024 municipal plebiscite.

CARRIED UNANIMOUSLY

304-24 Moved by Cr. Assaf that Council appoints Cheryl Callihoo as Substitute Returning Officer for the purpose of conducting the 2024 municipal plebiscite.

CARRIED UNANIMOUSLY

305-24 Moved by Cr. Sawatzky that Council establishes December 2, 2024 as the 2024 municipal plebiscite date to be held in the Dr. Charles Godberson Rotary Room from 10:00 a.m. to 8:00 p.m.

CARRIED UNANIMOUSLY

306-24 Moved by Cr. Kluin that Council establishes November 20 and November 28, 2024 as an Advance Vote for the 2024 municipal plebiscite to be held in the Town of Barrhead Council Chambers from 4:00 p.m. to 8:00 p.m.

CARRIED UNANIMOUSLY

307-24 Moved by Cr. Kluin that Council approves that Special Ballots be made available to residents for the 2024 municipal plebiscite.

CARRIED UNANIMOUSLY

308-24 Moved by Cr. Assaf that Council designates the following locations for an institutional voting station for the 2024 municipal plebiscite:

- Shepherd's Care
- Keir Care
- Hospital
- Hillcrest
- Jubilee Manor
- Golden Crest
- Klondike Place

The time of the institutional vote will be determined by the Returning Officer and coordinated with the various Facility Managers.

CARRIED UNANIMOUSLY

## **COUNCIL REPORTS**

The following Reports to Council, were reviewed:

- Yellowhead Regional Library Board
- Library Board
- Chamber of Commerce
- Family & Community Support Services Society
- Council Action List to September 30, 2024

309-24 Moved by Cr. Sawatzky that the following Reports to Council, be accepted as information and as presented:

- Yellowhead Regional Library Board
- Library Board
- Chamber of Commerce
- Family & Community Support Services Society

CARRIED UNANIMOUSLY

310-24 Moved by Cr. Assaf that the Council Action List to September 30, 2024 be accepted as presented.

CARRIED UNANIMOUSLY

311-24 Moved by Cr. Klumph that the C.A.O. Report for the month ending August 31, 2024 to be accepted, as presented.

CARRIED UNANIMOUSLY

312-24 Moved by Cr. Kluin that the C.A.O. Report for the month ending September 30, 2024 to be accepted, as presented.

CARRIED UNANIMOUSLY

## **MINUTES TO COUNCIL**

The following Minutes to Council was reviewed:

- Barrhead & District Family and Community Support Services – June 20, 2024
- Barrhead & District Social Housing Association – July 25, 2024

- 313-24 Moved by Cr. Assaf that the Minutes following meeting be received, as information.
- Barrhead & District Family and Community Support Services – June 20, 2024
  - Barrhead & District Social Housing Association – July 25, 2024

CARRIED UNANIMOUSLY

## **CORRESPONDENCE ITEMS**

The following correspondence items were reviewed:

Letter dated September 24, 2024, from Amanda Lambert, from the Barrhead Pumpkin Walk Committee, regarding a donation from Town of Barrhead.

Letter dated October 2, 2024, from Ric McIver, Minister of Municipal Affairs, regarding the concern about federal carbon tax impact on municipalities.

- 314-24 Moved by Cr. Klumph that Council accepts the letter dated September 24, 2024, from Amanda Lambert, from the Barrhead Pumpkin Walk Committee and the letter dated October 2, 2024, from Ric McIver, Minister of Municipal Affairs, regarding the concern about federal carbon tax impact on municipalities, as information.

CARRIED UNANIMOUSLY

## **FOR THE GOOD OF COUNCIL**

Councillor Klumph acknowledged the re-opening of 49A street after it was reconstructed.

Councillor Assaf commended the Public Works Department on the repairs to the main water break along 55<sup>th</sup> street.

Councillor Oswald congratulated the Barrhead Ag. Society for bring back the Wildrose Rodeo Finals to Barrhead.

## **RECESSED**

- 315-24 Moved by Cr. Assaf to recess the meeting at 6:51 p.m.

CARRIED UNANIMOUSLY

- EXITED** Cheryl Callihoo, Director of Development & Legislative Services exited the Chambers at 7:15 p.m.

## **RECONVENED**

- 316-24 Moved by Cr. Sawatzky to reconvene the meeting at 7:16 p.m.

CARRIED UNANIMOUSLY

## **CLOSED SESSION – LEGAL FOIP ACT SECTION 24(1)**

- 317-24 Moved by Cr. Oswald that Council go in closed session at 7:17 p.m.

CARRIED UNANIMOUSLY

## **OUT OF CLOSED SESSION**

- 318-24 Moved by Cr. Klumph that the Council come out of closed session at 8:19 p.m.

CARRIED UNANIMOUSLY

Information from the October 2, 2024, Intermunicipal Collaboration Framework Committee, was reviewed.

319-24                    Moved by Cr. Klumph that Council accepts the report from Next Architecture Inc. as information and that Council be supportive of the initiative as the project has the potential to advance and move the community forward.

CARRIED UNANIMOUSLY

320-24                    Moved by Cr. Sawatzky that Council accepts the report from Next Architecture Inc. as information and to recommend to the County of Barrhead Council that Council directs the County CAO to move forward with exploring/negotiating options with GOA for the County of Barrhead to become an anchor tenant.

CARRIED UNANIMOUSLY

**ADJOURN**

321-24                    Moved by Cr. Klumph that the Council Meeting be adjourned at 8:28 p.m.

CARRIED UNANIMOUSLY

**TOWN OF BARRHEAD**

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Mayor, David McKenzie

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CAO, Edward LeBlanc

# REQUEST FOR DECISION

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**To:** Town Council

**From:** Edward LeBlanc, CAO

**cc:** File

**Date:** October 22, 2024

**Re:** 5:30 p.m. Delegation - Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society.

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## **1.0 PURPOSE:**

Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society will present their proposed 2025 Operating Budget for Council's review and consideration.

## **2.0 BACKGROUND AND DISCUSSION:**

Similar to prior years, FCSS' Executive Director presents their operating budget to Council.

## **3.0 ALTERNATIVES:**

3.1 That Council approves the 2025 Barrhead & District Family and Community Support Services Society presentation from Ms. Karen Gariepy, as presented.

3.2 That Council tables the Barrhead & District Family and Community Support Services Society's 2025 budget presentation and request their Administration to provide further information for the next Council Meeting.

## **4.0 FINANCIAL IMPLICATIONS:**

The proposed 2025 Operating Budget does not propose any municipal increase over the 2024 Operating Budget.

The proposed FCSS's budget is incorporated in the Town's draft 2025 Operating budget.



**5.0 INTERDEPARTMENTAL IMPLICATIONS:**

Not Applicable

**6.0 SENIOR GOVERNMENT IMPLICATIONS:**

Not Applicable

**7.0 POLITICAL/PUBLIC IMPLICATIONS:**

Barrhead & District Family and Community Support Services Society provides a vital service to the Barrhead community.

**8.0 ATTACHMENTS:**

8.1 2025 Operating Budget

**9.0 RECOMMENDATION:**

That Council approves the 2025 Barrhead & District Family and Community Support Services Society presentation from Ms. Karen Gariepy, as presented.

(original signed by the CAO)

Edward LeBlanc  
CAO

The FCSSAA posed the question ***What is the most significant challenge for your FCSS program? (This may be something you're currently experiencing or anticipate in the future.)***

50 responses were received. The FCSSAA Board reviewed the information at their September 13, 2024 Board meeting. Below is the summary of the key themes from the feedback.

### Summary of Feedback

The key themes and most significant challenges identified in the responses for the FCSS (Family and Community Support Services) program revolve around **funding limitations, increased demand for services, staffing shortages, complex client needs, and gaps in available supports**. Below is a summary highlighting these themes:

**Funding Constraints** - Many programs are struggling to maintain service levels due to stagnant or insufficient funding. Inflation and increased operational costs have forced cuts to FCSS programming and funded agencies. This has created a dilemma about whether to prioritize certain groups over others (e.g., youth vs. seniors).

**Government Program Gaps** - Many communities are seeing an increase in people turning to FCSS for help with issues traditionally handled by provincial and federal programs (e.g., housing, mental health, and addiction services). The impact of the lack of available government supports for vulnerable populations is that FCSS resources are stretched thin without adequate compensation.

**Staffing Shortages** - FCSS offices are often understaffed, leading to burnout and an inability to meet the growing complexity of community needs. Several programs noted a significant increase in demand (e.g., seniors, low-income families, newcomers) without a corresponding increase in staff or resources.

Many FCSS offices are operating with minimal administrative staff, making it difficult to manage growing program needs, paperwork, and client support.

**Increasing Demand and Complexity of Needs** - There has been a significant rise in the number of people needing support, especially in relation to mental health, addiction, and economic pressures like the rising cost of living. The social issues are outpacing the available services and this has overwhelmed the capacity of FCSS programs across the province.

**Homelessness and Housing** - Many FCSS programs report a growing homelessness issue. There is a lack of emergency housing options and affordable housing, compounded by mental health and addiction challenges among the homeless population.

**Transportation** - There is a significant challenge in providing transportation for seniors and individuals needing medical appointments. Limited transportation options lead to isolation and difficulties in accessing essential services.

**Supporting Newcomers** - There is a growing need to support newcomers across the province. Settlement services are inadequate and some of the barriers faced by newcomers are:

- Language: Many newcomers, especially non-Canadian-born families, struggle with language barriers, which affects their ability to access services.

- Supports: Many newcomers arrive without the supports they require to thrive (vehicle/transportation, proper clothing, housing, school supplies, household goods)
- Community Integration: A challenge exists in creating community connections between long-term residents and newcomers, fostering awareness, and promoting understanding.

**Volunteer Shortages** - Many programs are facing challenges in recruiting and retaining volunteers, which further limits their capacity to deliver essential services.

**The most significant challenge across the responses is the inability to meet the rising demand for services due to stagnant funding and insufficient staff, resulting in difficult decisions about which programs to cut and which populations to prioritize.** This challenge is compounded by increased complexity in client needs, driven by factors like homelessness, mental health, and the growing cost of living.

### Next Steps

- The FCSSAA will share this information with the membership and the provincial FCSS staff (Ministry of Seniors Community and Social Services) via email.
- At the Fall Regional Meetings, the challenges document will be shared and FCSS regions will be encouraged to indicate what they would like the FCSSAA to do with the information.

## Budget Overview

January through December 2025

		2025 Budget	2024 Budget
80/20 2025 Budget		Jan - Dec 25	Jan- Dec 2024
<b>Income</b>			
4000	<b>General Program Fees</b>		
4001	Rental Income	\$ 6,250.00	\$ 6,250.00
4002	General Program Fees:Service/Fee Income	\$ 22.00	\$ 1,000.00
4101	Seniors Programing Revenue:55 Plus Dinner Revenue	\$ 6,500.00	\$ 6,500.00
4102	Seniors Programing Revenue:Seniors Coffee	\$ 2,000.00	\$ 500.00
4104	Connecting Living Well Grant	\$ -	\$ -
4200	Home Support Revenue	\$ 17,000.00	\$ 17,000.00
4300	Community Development Donations	\$ -	\$ 5,000.00
4301	Community Development:Volunteer Appreciation	\$ 2,500.00	\$ -
4302	Community Development:Compass	\$ -	\$ -
4303	Community Development:Indigenous Days	\$ -	\$ -
4600	Youth Programing Revenue	\$ 2,500.00	\$ 2,500.00
4701	Community Program Grants:Casino Funding Grant	\$ -	\$ 7,100.00
4702	Community Program Grants:Community Grant Funding	\$ 25,000.00	\$ 55,000.00
4703	Community Program Grants:Family Violence Resource	\$ 6,200.00	\$ -
4900	Community Reimbursable	\$ 50,000.00	\$ 45,500.00
4910	FRN Reimbursable	\$ 90,000.00	\$ -
4920-600	Community Reimbursable:Transportation	\$ 35,800.00	\$ -
	Interest Income	\$ 1,800.00	\$ 3,200.00
	<b>Total 80/ 20 Program Revenues</b>	<b>\$ 245,572.00</b>	<b>\$ 149,550.00</b>
<b>Grants , Subsidys &amp; Contracts Programs Revenue</b>			
4404	Woodlands County Funding	\$ 58,000.00	\$ 15,000.00
4500	Grants (Federal, Provincial,Other)	\$ -	\$ -
4501	Program	\$ 1,845.00	\$ -
4502	Grants (Federal, Provincial,Other):Grant- Conference &	\$ 2,750.00	\$ -
4503-112	Grants (Federal, Provincial,Other):Reaching Home Grant	\$ 15,000.00	\$ -
	<b>Total Grant Programs Revenue</b>	<b>\$ 77,595.00</b>	<b>\$ 15,000.00</b>
4400	80/20 Provincial Municipal Funding		
4401	Funding	\$ 329,616.96	\$ 329,614.00
4402	80/20 Provincial Municipal Funding:80/20 County	\$ 77,148.96	\$ 77,149.00
4403	80/20 Provincial Municipal Funding:80/20 Town Funding	\$ 77,148.96	\$ 77,149.00
	<b>Total Municipal/Provincial Funding</b>	<b>\$ 483,914.88</b>	<b>\$ 483,912.00</b>
	<b>Total Income</b>	<b>\$ 807,081.88</b>	<b>\$ 648,462.00</b>
<b>Staffing Cost</b>			
EI Premium Reduction Rebate			
Payroll Expenses		\$ 45,423.54	\$ 44,227.57
Salaries		\$ 519,399.03	\$ 432,247.53
5110	<b>WCB Premiums</b>	\$ -	\$ -
	WCB Volunteers	\$ -	\$ -
	WCB Premiums - Other	\$ 10,336.04	\$ 8,601.73
5200	<b>Human Resources</b>	\$ 15,000.00	\$ -
	<b>Total Premiums</b>	<b>\$ 590,158.61</b>	<b>\$ 485,076.83</b>
	Benefits	\$ 18,693.28	\$ 19,291.74
	<b>Total Staffing Cost</b>	<b>\$ 608,851.90</b>	<b>\$ 504,368.57</b>

**Barrhead & District Family & Community Support Services**  
**Budget Overview**  
January through December 2025

		2025 Budget	2024 Budget
80/20 2025 Budget		Jan - Dec 25	Jan- Dec 2024
<b>General Operating Expenses</b>			
6001	Operating Expenses:Building Rent	\$ 42,500.00	\$ 39,360.00
6002	Operating Expenses:Utilities & Water	\$ 24,000.00	\$ 19,200.00
6003	Operating Expenses:Phone & Internet	\$ 7,400.00	\$ 6,400.00
6004	Operating Expenses:Insurance	\$ 5,000.00	\$ 3,200.00
6005	Operating Expenses:Accounting Subscriptions	\$ 2,000.00	\$ 2,400.00
6006	Operating Expenses:Audit Accounting Fees	\$ 14,500.00	\$ 13,000.00
6007	Dues and Subscriptions	\$ 7,800.00	\$ 4,800.00
6008	Legal and professional fees	\$ 5,000.00	\$ 1,000.00
<b>6100</b>	<b>General Administrative Expenses</b>	\$ -	
6101	Board General Expenses	\$ -	\$ -
6102	Advertising/Promotional	\$ 3,850.00	\$ 2,000.00
6103	Courier & Postage	\$ 1,150.00	\$ 750.00
6104	IT Support and Services	\$ 2,500.00	\$ 3,500.00
6105	Office Materials & Supplies	\$ 1,000.00	\$ 3,500.00
6106	Stationary & Printing	\$ 1,500.00	\$ 1,500.00
6107	Janitorial Supplies & Service	\$ 1,250.00	\$ 2,250.00
6108	Shipping, Freight, and Delivery	\$ -	\$ -
6109	Interest & Bank Charges paid	\$ 300.00	\$ 1,000.00
6110	Health & Safety	\$ 525.00	\$ -
6112	Shredding Services	\$ 1,000.00	\$ -
6113	Equipment & Electronics	\$ 1,200.00	\$ 1,200.00
<b>6200</b>	<b>Materials and Supplies</b>	\$ -	
6201	Program Materials & Supplies	\$ 13,500.00	\$ 3,350.00
6202	Events & Offsite Promotion	\$ 4,500.00	\$ 833.43
6203	Venue & Equipment rental	\$ 4,100.00	\$ 500.00
6204	Program Guest Facilitators	\$ 6,500.00	\$ 5,500.00
6205	Senior's Pantry	\$ 1,500.00	\$ -
6206	Chill Zone Pantry 106	\$ 1,500.00	\$ -
6207	Compass Program Expenses 102	\$ -	\$ -
6208	CVITP Tax Program 103	\$ 1,845.00	\$ -
6209	Sagesse Supplies	\$ -	\$ -
6210	Program Pantry	\$ 3,500.00	\$ 5,200.00
<b>6300</b>	<b>General Maintenance</b>	\$ -	
6301	General Maintenance:Building Maintenance	\$ 1,500.00	\$ 1,500.00
6302	General Maintenance:Vehicle Maintenance	\$ 1,000.00	\$ 1,000.00
6303	Maintenance	\$ -	\$ -
<b>6400</b>	<b>Staff/Volunteer Expenses</b>	\$ -	
6401	Training & Development	\$ 9,000.00	\$ 5,750.00
6402	Travel & Subsistence	\$ 10,500.00	\$ 7,500.00
6403	Community Capacity Building Meetings	\$ 500.00	\$ 1,000.00
6404	Staff Development Meeting	\$ 3,909.98	\$ -
6405	Staff Expenses:Staff Appreciation	\$ 1,500.00	\$ 2,000.00
6408	Mental Health & Well Being	\$ 6,000.00	\$ -
6409	Conference Expenses	\$ 1,200.00	\$ 1,200.00
6410	Volunteer Appreciation	\$ 3,700.00	\$ 3,700.00
<b>Total Expenses</b>		\$ 198,229.98	\$ 144,093.43
<b>TOTAL STAFFING &amp; PROGRAM EXPENSES</b>		\$ 807,081.88	\$ 648,462.00
<b>Net Income (Total revenue - total expenses)</b>		\$ 0.00	\$ -

# REQUEST FOR DECISION

**To:** Town Council

**From:** Edward LeBlanc, CAO

**cc:** File

**Date:** October 22, 2024

**Re:** 6:00 p.m. Delegation – Ms. Elaine Dickie, Library Director, representing the Barrhead Public Library.

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**1.0 PURPOSE:**

Ms. Elaine Dickie to present the 2025 Barrhead Public Library Budget at 6:00 p.m.

**2.0 BACKGROUND AND DISCUSSION:**

Similar to last year, the Library Board representative(s) meets with Council to present the 2025 Barrhead Public Library Budget.

**3.0 ALTERNATIVES:**

3.1 That Council approves the 2025 Barrhead Public Library Budget presentation from Ms. Elaine Dickie, as presented.

3.1 That Council tables the Barrhead Public Library presentation relating to their 2025 Operating Budget and request the Library's Administration to provide further information at a future Council Meeting.

**4.0 FINANCIAL IMPLICATIONS:**

The proposed 2025 operating budget includes:

- The Town's contribution of \$ 103,680.00 along with an additional \$7,500.00 for utility payment assistance, bringing the total financial commitment from the Town to \$111,180.00.

The 2025 proposed budget represents an increase of \$5,400.00 or 5.1% in comparison to the 2024 approved budget.

**5.0 INTERDEPARTMENTAL IMPLICATIONS:**

Not Applicable

**6.0 SENIOR GOVERNMENT IMPLICATIONS:**

Not Applicable

**7.0 POLITICAL/PUBLIC IMPLICATIONS:**

The Barrhead Public Library provides an important role for the community.

**8.0 ATTACHMENTS:**

8.1 Barrhead Library Board letter dated October 17, 2024

8.2 Barrhead Library Board proposed 2025 Operating Budget

**9.0 RECOMMENDATION:**

(a) That Council approves the 2025 Barrhead Public Library Budget as presented.

(original signed by the CAO)

Edward LeBlanc  
CAO

# ***BARRHEAD PUBLIC LIBRARY***

5103 – 53 Avenue, Barrhead, Alberta T7N 1N9

Phone: 780-674-8519 Fax: 780-674-8520

elaine@barrheadpubliclibrary.ca [www.barrheadpubliclibrary.ca](http://www.barrheadpubliclibrary.ca)

Oct. 17, 2024

Mr. Ed LeBlanc, CAO  
Town of Barrhead

Dear Mr. LeBlanc

Re: Barrhead Library Board proposed 2025 budget for presentation to Council.

At the request of the Library Board, I enclose for Council's consideration:

- the 2024 year-end projections for the Barrhead and Neerlandia public libraries.
- the proposed 2025 budget for Barrhead Library Board including allotments for Neerlandia Public Library. This budget was approved by the Library Board at its meeting on Oct. 15, 2024.
- a brief statistical 'Year in Review' power point showing events and work in this past year.

Changes in 2025 to note:

There are no substantial changes in budget items in 2025 from 2024 except for an across the board 3% cost-of-living increase for all staff including the Library Director. There is also the matter of the Library Directors salary going forward.

As you may be aware, I, the Library Director, have given notice to resign at the end of 2024, hopefully. The Library Board is searching for a replacement with the required credentials and experience. It is unknown how long this process will take. I have agreed to stay on as long as necessary. Also unknown is what rate of pay will be necessary to recruit a new Library Director. Historically the Library Directors salary has been lower than average. This was confirmed in a province-wide salary survey published in September 2024. For the benefit of preparing a workable budget, the Library Board has approved:

Returning the Library Director to a 1FTE position, a change from the .8FTE in 2024.  
The increase to fulltime is covered through cost-savings in other areas of the budget and using funds from the Library Board's reserves.

Library Director's rate of pay given in the budget is at the current rate plus 3%.. The Library Board recognizes that a higher rate of pay is likely necessary to attract suitable candidates. Once the rate of pay for the Library Director position is established, the Library Board will revise the budget and at that time, if necessary, may ask Councils for further financial assistance.

We appreciate Council's support and patience as the Library Board proceeds with this new chapter for the Library.

Sincerely,

*Elaine Dickie*

Elaine Dickie  
Library Director

***Connect . Discover . Explore***



<b>October 15, 2024</b>									
<b>BARRHEAD LIBRARY BOARD</b>									
<b>2025 Proposed Budget-Revenue</b>									
	2022 Budget	Revised 2022 Budget	2022 Actual	2023 budget	2023 Actual	2024 Budget	2024 year to end projections	2025 proposed budget	Notes: Re: 2025 Budget
<b>Cash Revenue</b>									
<b>Government Revenue</b>									
Municipal Affairs	58,430	58,430	58,430	69,855	69,855	69,855	69,855	69,855	\$5.60/capita plus \$9000 operating grant
Town of Barrhead	87,001	87,001	87,001	96,336	96,336	98,280	98,280	103,680	Town of Barrhead 4320@ \$22.75+1.25
County of Barrhead	119,472	119,472	119,472	131,057	131,057	133,702	133,702	141,048	County of Barrhead 5877@ \$22.75+1.25
COLA for BPL		7,300	7,300	0					
<b>Total Government Revenue</b>	<b>264,903</b>	<b>272,203</b>	<b>272,203</b>	<b>297,248</b>	<b>297,248</b>	<b>301,837</b>	<b>301,837</b>	<b>314,583</b>	
<b>School Revenues</b>									
Instruction	29,800	29,800	28,350	27,300	29,800	31,800	31,800	29,250	Grades K-6 (585 students)
Books	5,500	5,500	5,168	5,500	3,495	0			
<b>Total School Revenues</b>	<b>35,300</b>	<b>35,300</b>	<b>33,518</b>	<b>32,800</b>	<b>33,295</b>	<b>31,800</b>	<b>31,800</b>	<b>29,250</b>	
<b>Public Library Revenues</b>									
<b>Donations/Fundraising</b>									
Memorial/Gifts	7,000	7,000	7,791	9,000	11,870	9,000	10,500	9,000	
Books for Babes	500	500	0	500	750	500	1,000	500	
Friends of the Library	3,500	3,500	3,509	3,500	3,746	3,500	2,500	2,500	
Used Book Sales	500	500	442	500	1,147	900	1,000	900	
Book Fairs	12,000	12,000	13,558	12,000	13,528	6,000	13,000	6,500	
Adopt-A-Magazine	900	900	700	900	1,541	800	800	800	
<b>Total Donations/Fundraising</b>	<b>24,400</b>	<b>24,400</b>	<b>26,000</b>	<b>26,400</b>	<b>32,581</b>	<b>20,700</b>	<b>28,800</b>	<b>20,200</b>	
<b>Grants</b>									
Program Grants									
STEP /YCW/Employment	4,700	4,700	4,200	4,200	2,100	4,200	0	4,200	
YRL/Culture	\$ 750	\$ 750	\$ -				\$ 850	\$ 850	
CAP/Other			3,360	10,000	10,000	0			Rural Initiative
<b>Total Grants</b>	<b>5,450</b>	<b>5,450</b>	<b>7,560</b>	<b>14,200</b>	<b>12,100</b>	<b>4,200</b>	<b>850</b>	<b>5,050</b>	

<b>October 15, 2024</b>									
<b>BARRHEAD LIBRARY BOARD</b>									
<b>2025 Proposed Budget-Revenue</b>									
<b>Operations</b>									
Membership fees	8,500	8,500	8,837	7,500	8,516	7,500	8,000	8,000	
Fines	2,500	2,500	1,249	1,500	707	500	650	500	
Program fees	500	500	1,530	1,500	2,281	2,100	2,100	2,100	summer programs
Other	1,500	1,500	2,150	1,500	2,812	1,750	2,400	2,400	printing, lost, damaged, makerspace, etc.
Handling fees (BES)	0	0							
<b>Total Operations</b>	<b>13,000</b>	<b>13,000</b>	<b>13,766</b>	<b>12,000</b>	<b>14,316</b>	<b>11,850</b>	<b>13,150</b>	<b>13,000</b>	
<b>Total Public Library Revenues</b>	<b>42,850</b>	<b>42,850</b>	<b>47,326</b>	<b>52,600</b>	<b>58,997</b>	<b>36,750</b>	<b>42,800</b>	<b>38,250</b>	
<i>Withdrawal from reserve</i>	1,395	1,395	0	3,236	0	0		13,668	
<i>GST Refund</i>	750	750	1,125	600	1,267	1,200	1,200	1,200	
<i>Interest from Equity</i>	200	200	172	200	1,044	300	750	500	
<i>One Time Provincial Contribution</i>					0	0			
<i>Town&amp;County-Library Utilities</i>	11,500	11,500	11,566	11,500	12,861	15,000	15,000	15,000	
<b>Total Cash Revenues</b>	<b>356,898</b>	<b>364,198</b>	<b>365,909</b>	<b>398,184</b>	<b>404,713</b>	<b>386,887</b>	<b>393,387</b>	<b>412,451</b>	
<b>Allotments</b>									
YRL Barrhead Allotment	7,245	7,245	7,245	7,245	7,245	7,245	7,245	7,245	library materials allocated for BPL
YRL Neerlandia Allotment	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	library materials allocated for NPL
YRL BES Allotment	524	524	524	524	524	524	524	524	library materials allocated for BES
YRL NPCPS Allotment	227	227	227	227	227	227	227	227	
<b>Total Allotments</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	<b>9,059</b>	
<i>Jane Kusal</i>									
<b>Jane Kusal, Chair</b>									

October 15, 2024

2025 Proposed Budget--Expenses

	2022 Budget	Revised 2022 Budget	2022 Actual	2023 Budget	2023 Actual	2024 Budget	2024 Year End Projections	2025 Proposed Budget	
<b>Salaries</b>									2025 budget notes
Regular Employees	240,000	240,000	232,221	256,000	242,031	262,731	256,000	281,404	1FTE Library Director plus staff
COLA for BPL 2022		7,300	7,300						
RRSP Contributions	3,399	3,399	2,720	3,500	1,620	2,500	1,500	2,500	
AUMA	6,300	6,300	6,272	6,300	3,827	3,600	4,400	3,600	
Workers Compensation	600	600	909	900	857	900	930	950	
<b>Total Salaries</b>	<b>250,299</b>	<b>257,599</b>	<b>249,422</b>	<b>266,700</b>	<b>248,335</b>	<b>269,731</b>	<b>262,830</b>	<b>288,454</b>	
<b>Special Projects Personnel</b>									
Summer Students	7,700	7,700	8,069	16,800	18,222	15,400	7,435	15,400	420 hours +280 hours
CAP/YCW									
<b>Total Special Projects</b>	<b>7,700</b>	<b>7,700</b>	<b>8,069</b>	<b>16,800</b>	<b>18,222</b>	<b>15,400</b>	<b>7,435</b>	<b>15,400</b>	
<b>Total Salaries and Special Projects</b>	<b>257,999</b>	<b>265,299</b>	<b>257,491</b>	<b>283,500</b>	<b>266,557</b>	<b>285,131</b>	<b>270,265</b>	<b>303,854</b>	
<b>Administrative Expenses</b>									
Board Meeting Expenses	400	400	205	100	0	100	100	100	
Prof. Membership & Dues	500	500	349	500	417	500	500	500	
Other (Licenses)	1,500	1,500	366	1,000	1,585	1,000	1,475	1,000	movies, office, debit machine
<b>Total Administrative Expenses</b>	<b>2,400</b>	<b>2,400</b>	<b>920</b>	<b>1,600</b>	<b>2,002</b>	<b>1,600</b>	<b>2,075</b>	<b>1,600</b>	
<b>Accounting &amp; Legal</b>	<b>2,200</b>	<b>2,200</b>	<b>2,255</b>	<b>2,255</b>	<b>2,306</b>	<b>2,350</b>	<b>2,380</b>	<b>2,400</b>	
Accounting software	1,000	1,000	1,078	1,100	1,179	1,150	1,325	1,325	
<b>Advertising/Promotion</b>									
Publicity	2,000	2,000	799	4,000	561	2,000	2,000	2,000	
Job Ads									
<b>Total Advertising/Promotion</b>	<b>2,000</b>	<b>2,000</b>	<b>799</b>	<b>4,000</b>	<b>561</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	
<b>Total Acc/Legal, Advertising</b>	<b>5,200</b>	<b>5,200</b>	<b>4,132</b>	<b>7,355</b>	<b>4,047</b>	<b>5,500</b>	<b>5,705</b>	<b>5,725</b>	
<b>Book Fairs</b>	<b>9,600</b>	<b>9,600</b>	<b>10,197</b>	<b>9,000</b>	<b>10,324</b>	<b>4,500</b>	<b>9,750</b>	<b>4,500</b>	
<b>Capital Disbursements</b>									
Technology			361	8,000	312	500	500	500	
Capital - other	0	0		0					
<b>Total Capital Disbursements</b>	<b>0</b>	<b>0</b>	<b>361</b>	<b>8,000</b>	<b>312</b>	<b>500</b>	<b>500</b>	<b>500</b>	
<b>Collection Development</b>									
BPL	10,000	10,000	10,993	11,505	13,193	15,000	15,000	15,000	
BES Collection	5,000	5,000	3,109	5,000	4,050	0			
<b>Total Collection Development</b>	<b>15,000</b>	<b>15,000</b>	<b>14,102</b>	<b>16,505</b>	<b>17,243</b>	<b>15,000</b>	<b>15,000</b>	<b>15,000</b>	

October 15, 2024

2025 Proposed Budget--Expenses

	2022 Budget	Revised 2022 Budget	2022 Actual	2023 Budget	2023 Actual	2024 Budget	2024 Year End Projections	2025 Proposed Budget	
<b>Programs and Exhibits</b>									
Art Exhibits	150	150	154	150	77	150	150	150	
Books for Babes	500	500	198	500	527	600	500	600	
Summer Reading Program	200	200	289	500	442	500	135	500	
Library Programs	500	500	1,561	1,500	1,648	1,000	1,500	1,500	Library programs
Alberta Culture Days	750	750	0	100	0	0	850	850	
Summer Camps			292	500	1,248	700	700	1,000	
Other Programs & Resources	1,000	1,000	1,110	1,500	1,485	2,000	3,000	3,000	programs, makerspace
<b>Total Programs &amp; Exhibits</b>	<b>3,100</b>	<b>3,100</b>	<b>3,604</b>	<b>4,750</b>	<b>5,427</b>	<b>4,950</b>	<b>6,835</b>	<b>7,600</b>	
<b>Total Collection &amp; Programs</b>	<b>18,100</b>	<b>18,100</b>	<b>17,706</b>	<b>21,255</b>	<b>22,670</b>	<b>19,950</b>	<b>21,835</b>	<b>22,600</b>	
<b>Communication/Utilities</b>									
Utilities	13,500	13,500	13,770	14,000	15,317	15,000	15,000	15,000	Paid to PHRD
Insurance	4,000	4,000	2,215	4,000	2,080	3,500	2,500	3,000	Paid to PHRD
Phone/data Communications	1,850	1,850	1,694	1,850	1,724	1,850	1,850	1,850	Paid to PHRD
<b>Total Communication/Utilities</b>	<b>19,350</b>	<b>19,350</b>	<b>17,679</b>	<b>19,850</b>	<b>19,121</b>	<b>20,350</b>	<b>19,350</b>	<b>19,850</b>	
<b>Maintenance/Repair/Upgrading</b>									
Maintenance	500	500	876	500	24,274	600	500	500	
COVID	1,000	1,000	0	500	0				
Maintenance-PHRD									
<b>Total Maintenance/Repair/Upgrading</b>	<b>1,500</b>	<b>1,500</b>	<b>876</b>	<b>1,000</b>	<b>24,274</b>	<b>600</b>	<b>500</b>	<b>500</b>	
<b>Professional Development</b>									
Board	500	500	0	500	230	500	500	500	
Staff	500	500	187	500	2,070	1,000	1,750	2,000	
Director	500	500	65	500	250	250	500	500	
<b>Total Professional Development</b>	<b>1,500</b>	<b>1,500</b>	<b>252</b>	<b>1,500</b>	<b>2,550</b>	<b>1,750</b>	<b>2,750</b>	<b>3,000</b>	
<b>Staff/Volunteer Appreciation</b>	<b>500</b>	<b>500</b>	<b>2,566</b>	<b>500</b>	<b>2,172</b>	<b>500</b>	<b>500</b>	<b>500</b>	
<b>Prof. Development/Volunteer Apprec.</b>	<b>2,000</b>	<b>2,000</b>	<b>2,818</b>	<b>2,000</b>	<b>4,722</b>	<b>2,250</b>	<b>3,250</b>	<b>3,500</b>	
<b>Supplies &amp; Materials</b>									
Birds/Fish	0	0			0				
General Office Supplies	3,000	3,000	2,793	3,000	4,351	3,800	3,000	3,500	
Photocopying	1,700	1,700	1,064	1,500	2,088	2,000	3,300	2,500	Paid to PHRD
Processing Supplies	1,600	1,600	1,239	2,000	1,672	2,000	2,000	3,000	For books/magazines
Contracted Services	500	500	34	0	0			500	
Regular Postage	400	400	307	400	417	400	400	400	
Office Equipment									
<b>Total Supplies &amp; Materials</b>	<b>7,200</b>	<b>7,200</b>	<b>5,437</b>	<b>6,900</b>	<b>8,528</b>	<b>8,200</b>	<b>8,700</b>	<b>9,900</b>	
<b>Neerlandia Disbursement</b>	<b>33,648</b>	<b>33,648</b>	<b>33,720</b>	<b>37,724</b>	<b>37,724</b>	<b>38,306</b>	<b>38,306</b>	<b>39,922</b>	1293*22.75)+(1383*6.428)
<b>Total Cash Expenditures</b>	<b>356,997</b>	<b>364,297</b>	<b>351,337</b>	<b>398,184</b>	<b>400,280</b>	<b>386,887</b>	<b>380,236</b>	<b>412,451</b>	

# CLEAN ENERGY IMPROVEMENT PROGRAM

September 11, 2024





# About CEIP

- The **Clean Energy Improvement Program (CEIP)** is a financing program that reduces barriers for property owners to install energy efficiency and renewable energy upgrades. It is known as Property Assessed Clean Energy (PACE) in other jurisdictions.
- CEIP is different from other financing instruments as financing is tied to the property, not the property owner.
- Property owners can finance clean energy upgrades and pay the cost back through their property taxes.
- CEIP is municipality-led; municipalities must first pass an enabling bylaw, then partner with Alberta Municipalities to deliver the program.



# Benefits of CEIP



Increases  
local jobs



More resilient  
building stock



Achieve sustainability  
goals



# Why will property owners choose CEIP?



## Competitive Terms

- ✓ Long repayment periods (up to 25 years)
- ✓ Competitive interest rates



## Technical Assistance

- ✓ Technical Support from Administrator
- ✓ Contractors trained on the Program



## Financing Transferability

- ✓ Financing stays with the property not the participant
- ✓ Reduced risk of not achieving return on investment



Loan repayment period is based on the estimated useful life of the asset. IE – If they install new windows and doors and AM estimates the useful life of these at 10 years, they can pay their CEIP grant back over 10 years.

Example:

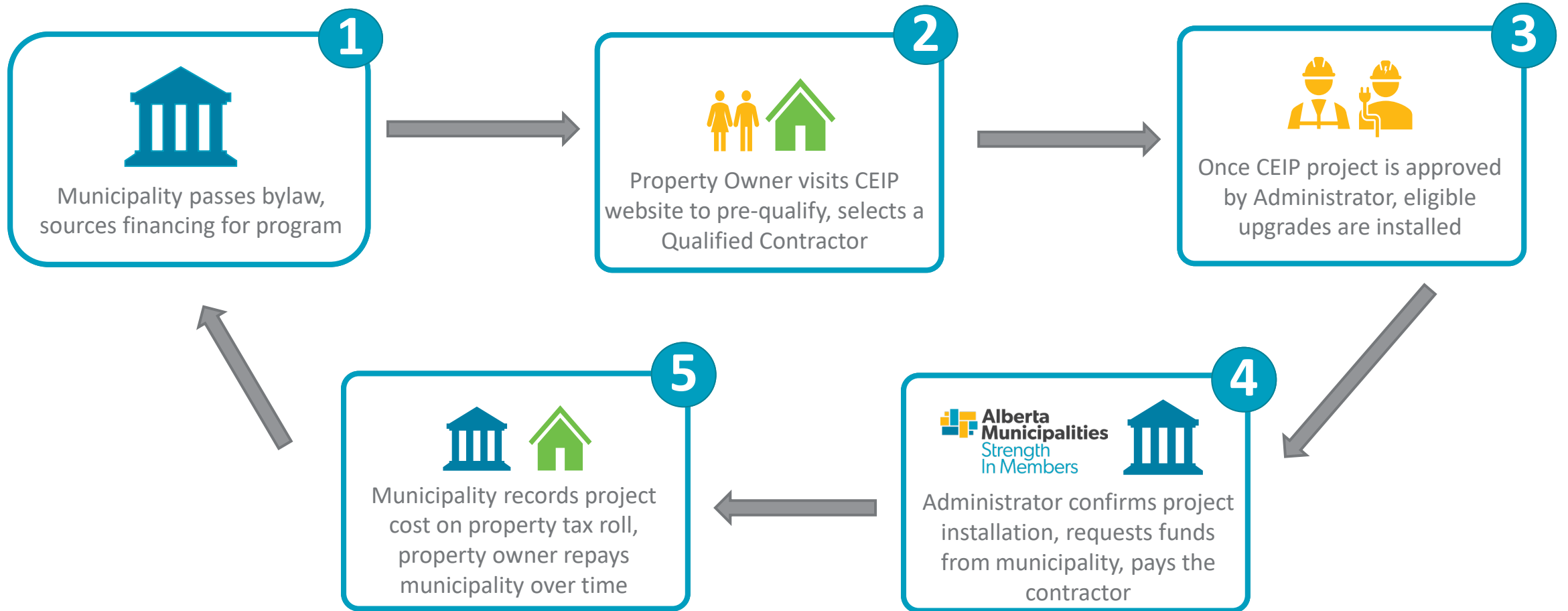
request a copy of a Tax Receipt please contact the			
MUNICIPAL TAXES	TAX RATE	ASSESSMENT	TAX AMOUNT
Residential Aquatic Centre	0.55390	\$239,100	\$132.44
Residential Municipal Oper	8.80270	\$239,100	\$2,104.73
TOTAL 2024 MUNICIPAL TAXES			\$2,237.17

Total municipal taxes on this property is \$2,237.17. If this property owner wanted a CEIP grant of \$25,000 for upgrades to windows and doors and the estimated life of those assets is 10 years, this is the payback information:

\$25,000 X 5% Admin Fee = \$26,250

Each year, this property owner would have to pay back \$2,625 to the CEIP Grant. Because this amount exceeds the annual municipal property taxes, their application would be denied.

# HOW DOES CEIP WORK?





# Consumer Protections

- Contractors must adhere to defined regulations and marketing practices Property Owners can choose their own contractors as long as the contractor is on a CEIP approved list of qualified contractors. If they are not on the list, the contractor can contact AM to apply to be put on the list.
- Project Financing Maximums
- Alberta Municipalities is required to explain agreements terms to property owners
- Buyer's right to cancel
- Mortgage Lender Consent and Property Tax History
- CEIP lender is the municipality



# Role of the Program Administrator

- On Feb. 11, 2021, the Government of Alberta signed a Ministerial Order designating Alberta Municipalities as the provincial program administrator.
- The program administrator acts as the hub for municipalities, property owners, and Qualified Contractors involved in the program.
- Supports municipalities in the development of CEIP bylaws and program design.
- Leads program administration, including application and payment processing, onboarding contractors, website management, and customer service.



# Role of the Municipality (pre-launch)

- Pass a bylaw to establish the program in their community.
  - The Administrator will support the municipality in developing their bylaw to ensure accuracy and compliance with the Regulation. The bylaw can dictate which types of properties are eligible for the grant. The Town may decide to only start off by allowing residential grants or granting up to a certain amount of funds per year.
- Borrow or use internal funds to capitalize the program. Borrowing can be made from a local bank (e.g., ATB) or sourced through other lending organizations.
  - Important Note: Borrowing made for financing clean energy improvements does not count against the municipality's debt limit or debt service limit. Can't take a debenture out to pay for the grants.
- Work with Alberta Municipalities to design the municipal program & set up internal systems.



# CEIP Implementation Roles

## Municipality Responsibilities

- **Verify applicant is in good standing**
- **Prepare and execute financing agreement with property owner**
- **Record and collect Clean Energy Improvement Tax**
- Provide funds to pay contractors
- Establish & manage all internal finance processes
- Collaborate on the marketing plan
- Lead local marketing efforts and events.

## Program Administrator Responsibilities

- Review bylaw before passing
- Onboard contractors
- Application processing and technical reviews
- Facilitate agreement executions
- Verify project completion
- Pay contractors/participants
- Host & update program web page
- Support marketing plan
- Customer service
- Reporting



# Clean Energy Improvement Projects

## Eligible energy efficiency upgrades and renewable energy installations:

- Furnaces
- Windows & Doors
- Solar PV Systems
- Insulation & Air Sealing
- Water Heaters
- Air & Ground Source Heat Pumps

## Legislated Project Capital Cost Maximums:

- \$50K per residential property
- \$1.0M per non-residential property
- \$300K per farmland property





# Administration Costs

- CEIP is intended to be a net neutral program for the municipality
- Operating administration costs are covered by charging a **Program Administration Fee** to participants
  - Shared fee of up to 5% of project capital costs, charged to participants
    - E.g., \$20,000 residential solar installation = \$1,000 administration fee
    - \$500,000 commercial energy efficiency project = \$25,000 administration fee
  - Commercial CEIP will be key to a sustainable program
- Start-up administration costs covered by the municipality (~\$15k)

The Program Administration Fee is split between AM and the municipality, and the split is dependent on how much work each party does for the grant administration. The start-up administration costs (approx. \$15,000) is full responsibility of the Town.





# Who are we working with?



## Initial Stages

- City of Chestermere
- Town of Jasper
- Town of High River
- Lac La Biche County



## Program Development

- Town of Slave Lake\*
- Town of Taber\*
- City of Spruce Grove\*
- City of Airdrie\*
- City of Beaumont\*
- City of Wetaskiwin\*



## Program Launch

- Town of Devon\*
- City of Edmonton\*
- City of Leduc\*
- Town of Athabasca\*
- Town of Canmore\*
- City of St. Albert\*
- City of Calgary\*
- City of Lethbridge\*
- Town of Rocky Mountain House\*
- City of Grande Prairie\*
- Sturgeon County\*
- Village of Stirling\*
- Town of Westlock\*
- Strathcona County\*
- Town of Okotoks\*
- City of Cold Lake\*
- Town of Stettler
- Town & MD of Pincher Creek\*
- City of Medicine Hat\*
- Town of Banff\*
- Town of Drayton Valley\*

\*Bylaws passed



# Road to Launch

1. Obtain internal approval for municipal staff to dedicate time to work on CEIP
2. Create an internal CEIP team
3. Develop and pass CEIP bylaw
4. Identify source of capital for program
5. Complete detailed program design
6. Develop targeted marketing, comms, and engagement materials
7. Complete contractor onboarding and participant and contractor engagement sessions
8. Launch!

# QUESTIONS?





# THANK YOU

Visit **[ceip.abmunis.ca](https://ceip.abmunis.ca)** for more  
or email **[hello@myceip.ca](mailto:hello@myceip.ca)**



# REQUEST FOR DECISION

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**To:** Town Council

**From:** Edward LeBlanc, CAO

**cc:** File

**Date:** October 22, 2024

**Re:** Renew service agreement with Municipal Planning Services (2009) Ltd.

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## **1.0 PURPOSE:**

For Council to renew the existing service agreement with Municipal Planning Services (2009) Ltd.

## **2.0 BACKGROUND AND DISCUSSION:**

Municipal Planning Services (2009) Ltd. has been the Town's Subdivision Authority for the last five years. The number of subdivisions within the town is very limited, however, the Town's Administration has used the firm's expertise throughout the current contract.

Any subdivision cost is the direct responsibility of the applicant, resulting in no net cost to the Town itself.

## **3.0 ALTERNATIVES:**

3.1 That Council renew the service agreement with Municipal Planning Services (2009) Ltd, as presented.

3.2 That Council tables the potential new service agreement with Municipal Planning Services (2009) Ltd. and instructs Administration to provide further information at the next regular Council Meeting.

## **4.0 FINANCIAL IMPLICATIONS:**

Limited, any anticipated expense forms part of the annual operating budget.

## **5.0 INTERDEPARTMENTAL IMPLICATIONS:**

None

**6.0 SENIOR GOVERNMENT IMPLICATIONS:**

None

**7.0 POLITICAL/PUBLIC IMPLICATIONS:**

Not Applicable

**8.0 ATTACHMENTS:**

8.1 Draft Planning Services Agreement with Municipal Planning Services (2009) Ltd.

**9.0 RECOMMENDATION:**

That Council renew the service agreement with Municipal Planning Services (2009) Ltd, as presented.

(original signed by the CAO)  
Edward LeBlanc  
CAO

PLANNING SERVICES AGREEMENT  
BETWEEN:

THE TOWN OF BARRHEAD

AND:

MUNICIPAL PLANNING SERVICES (2009) LTD.

## PLANNING SERVICES AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date")

### BETWEEN:

**THE TOWN OF BARRHEAD**  
(hereinafter called the "Town")

### OF THE FIRST PART

### AND:

**MUNICIPAL PLANNING SERVICES (2009) LTD.**  
(hereinafter called the "Contractor")

### OF THE SECOND PART

**WHEREAS** the Contractor has agreed to provide the Town Planning Services in accordance with the terms as set forth in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the Town and the Contractor covenant and agree each with the other as follows:

## ARTICLE 1 - DEFINITIONS

### 1.1 Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Act**" means the Municipal Government Act, c.M-26, RSA2000, plus all regulations thereto and all amendments, replacements or substitutions thereto;
- (b) "**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (c) "**Confidential Information**" has the meaning ascribed to it in Section 5.1;



- (d) **"Subdivision Application"** means the review, evaluation, modification and ultimate approval or denial of any application for the subdivision of a parcel of land within the Town's jurisdiction, pursuant to the terms of the Town's Subdivision Authority Bylaw;
- (e) **"Planning Services"** means those Planning Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the Town;
- (f) **"Subdivision Bylaw"** means the Town's Subdivision Authority Bylaw, as it may be amended or replaced from time to time;
- (g) **"Subdivision Fees"** means those fees that are set by the Town, in its capacity as the municipal government within the municipal boundaries of the Town of Barrhead, in its Subdivision Bylaw, as it may be amended, replaced, or modified from time to time;
- (h) **"Term"** means the period of time commencing on the effective date of this Agreement and ending on the fifth (5th) anniversary thereof unless otherwise terminated earlier pursuant to the terms of this Agreement;
- (i) **"Work Product Information"** has the meaning ascribed to it in **Section 5.5**.

## **1.2 Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

## **1.3 Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# **ARTICLE 2 - SERVICES**

## **2.1 Subdivision Authority Services**

The Contractor shall provide the Planning Services upon the terms and conditions contained herein.

## **2.2 Commencement and Completion of Planning Services**

The Contractor shall provide the Planning Services during the Term, to the Town, subject always to sooner termination as provided for herein.

## **2.3 Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Planning Services to be provided under this Agreement. All work done in performing the Planning Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the Town 's directions and to the Town's satisfaction;
- (c) comply with the requirements of this Agreement;
- (d) comply with the requirements of the Act;
- (e) comply with the requirements of the Subdivision Bylaw; and
- (f) be documented according to the Town's requirements.

All Planning Services provided shall be subject to such review as the Town considers advisable or appropriate. No such review by the Town shall relieve the Contractor from the performance of its obligations hereunder.

## **2.4 Warranty of Contractor**

The Contractor represents and warrants to the Town:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Planning Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Planning Services hereunder and, upon becoming aware of such, it shall immediately notify the Town and provide the Town with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Planning Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

## **2.5 Compliance with Legislation**

In performing the Planning Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, the Act, the Subdivision Bylaw and all relevant legislation, codes, bylaws, regulations and ordinances as well as the Town policies, procedures and regulations as are made known to the Contractor by the Town. Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Subdivision Authority Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the Labour Relations Code, Workers' Compensation Act, Employment Standards Code and the Occupational Health and Safety Act, all as may be amended from time to time, and including any successor

legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the Town at such times as the Town may reasonably request.

## **2.6 Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Subdivision Authority Services.

## **ARTICLE 3 - PERSONNEL**

### **3.1 No Substitution**

If specific personnel are designated by this Agreement to perform the Planning Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the Town. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the Town.

### **3.2 No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Planning Services hereunder in whole or in part without the prior written consent of the Town and on terms and conditions satisfactory to the Town in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Planning Services in accordance with the provisions of this Agreement.

### **3.3 Removal of Personnel**

The Contractor shall forthwith remove from performance of the Planning Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the Town including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the Town or in the opinion of the Contractor, to carry out the work required in the performance of the Planning Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Subdivision Authority Services; or
- (c) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the Town; and, in the case of paragraph (c), the Contractor shall restrain from any further disclosure or use of the Confidential Information. Any costs or expenses associated shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the Town.

## **ARTICLE 4 - COMPENSATION**

### **4.1 Payment**

The Contractor shall be paid in accordance with the provisions of Schedule "C" (Terms of Payment), upon the diligent and timely performance of the Planning Services to the satisfaction of the Town. No payment received by the Contractor shall relieve the Contractor from the performance of its obligations hereunder.

### **4.2 No Payment for Costs, Expenses or Damages**

For certainty, the Contractor bears the sole risk to ensure that its receipt of payment in Schedule "C" (Terms of Payment) is sufficient and in the event that the Contractor incurs any additional costs or expenses, the Contractor shall be solely responsible for same and shall not be entitled to any reimbursement from the Town.

## **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

### **5.1 Confidential Information**

The Contractor agrees that:

- (a) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the Town;
- (b) all data, information and material of a confidential nature concerning the Town's business, ratepayer information, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;
- (c) the Work Product Information; and
- (d) any and all information or material provided to the Contractor by or on behalf of the Town which is marked "CONFIDENTIAL"; and all copies thereof (hereinafter collectively called the "Confidential Information")

are confidential and constitute valuable and proprietary information and materials of the Town and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Planning Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1. No Confidential Information shall be copied, provided or disclosed to any other party without the prior written consent of the Town, which consent may be arbitrarily withheld.

The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the Town immediately upon termination or expiration of this Agreement or at any earlier time upon the Town's request, and shall thereafter cease all use of the Confidential Information.

The Town agrees that:

- (a) all data, information, and material of a confidential nature provided or disclosed to the Town or on behalf of the Consultant;
- (b) all data, information and material of a confidential nature concerning the Consultant's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Town in the performance of its obligations under this Agreement; and
- (c) any and all information or material provided to the Town by or on behalf of the Consultant which is marked "CONFIDENTIAL"; and all copies thereof (hereinafter collectively called the "Confidential Information")

are confidential and constitute valuable and proprietary information and materials of the Consultant and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of undertaking the Planning Services hereunder during the duration of the contract. In that regard, such Confidential Information may only be disclosed by the Town to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Town shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1. No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the Consultant, which consent may be arbitrarily withheld.

The Town acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the Consultant immediately upon termination or expiration of this Agreement or at any earlier time upon the Consultant's request, and shall thereafter cease all use of the Confidential Information.

## **5.2 FOIPP Obligations**

The Contractor shall:

- (a) abide by all provisions in the Freedom of Information and Protection of Privacy Act in the course of provision of its Planning Services pursuant to this Agreement;
- (b) forward all requested information initiated under the Freedom of Information and Protection of Privacy Act to the Town's designated representative;
- (c) respond to any request by the Town for records or to respond to any request under the Freedom of Information and Protection of Privacy Act as directed by the Town within seven (7) days of a request being received by either the Contractor or by the Town;
- (d) only disclose information pursuant herein with the consent of the Town; and
- (e) maintain all records in a manner acceptable to the Town to comply with the terms of the Freedom of Information and Protection of Privacy Act.

## **5.3 No Obligation to Disclose**

The Town shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the Town to be sensitive or confidential unless reasonably required for the performance of the Subdivision Authority Services. All data, information or material which is provided to the Contractor by the Town shall be and remain the sole property of the Municipality and shall be returned

to the Town immediately upon termination or expiration of this Agreement or at any earlier time upon the Town's request.

#### **5.4 Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the Town, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the Town may have and not in derogation thereof, the Town may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

#### **5.5 Ownership of Work Product Information**

The Contractor agrees that all works of authorship, data, surveys, maps, plans, reports, drawings, and documents developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Planning Services either alone or jointly with others (hereinafter collectively called the "Work Product Information") shall be fully and promptly disclosed to the Town and shall be the absolute and exclusive property of the Town. The Contractor hereby assigns, transfers and conveys to the Town all of its right, title and interest in and to the Work Product Information and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.5, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the Town for any or all of the Work Product Information, in form acceptable to the Town.

Upon completion of the Planning Services, for which the Consultant has received compensation from the Town, or upon expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the Town), the Work Product Information and all copies thereof shall be delivered by the Contractor to the Town, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Work Product Information and to enable the Town to understand, use and modify the Work Product Information without assistance. No use may be made of the Work Product Information by the Contractor other than in connection with the performance of the Planning Services hereunder. The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the Town, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Work Product Information.

#### **5.6 Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Work Product Information, which records shall be made available to and remain the property of the Town at all times, both during and after the Term of this Agreement.

### **ARTICLE 6 - TERMINATION**

#### **6.1 Termination for Default**

In the event of a default by the Contractor or the Town of this Agreement, the Contractor or the Town may give notice of such default to the other party. If the Grantee fails to commence to remedy such default within 30 days after receipt of such notice, and/or fails to diligently carry out such remedial activities thereafter, the Grantor may take such steps as are appropriate to remedy such default. If the agreement is

terminated by the Town as provided herein the Contractor will be paid a fair amount, as negotiated with the Town, for work completed as of the date of termination.

## **6.2 Effect of Termination**

The Town or the contractor may terminate this agreement if either party is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the contractor or municipality or if either party ceases to carry on business in the normal course. Such termination will be effective on the date such notice of termination is received.

## **6.3 Termination re: Fees**

In the event that the Town and the Contractor do not mutually agree upon the establishment of or changes to the fee structure in Schedule “C” hereof, either party may terminate this Agreement by the provision of sixty (60) days’ notice.

# **ARTICLE 7 - INDEMNITY AND INSURANCE**

## **7.1 Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) indemnify and hold harmless the Town, its councillors, officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the Town or such persons;

as a result of or in connection with:

- (b) the performance of the Subdivision Authority Services; or
- (c) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (d) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (e) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Subdivision Authority Services;

and the Town shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## **7.2 Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- (a) comprehensive general liability insurance in respect to the Planning Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the Town named as an additional insured with respect to the performance of the Subdivision Authority Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a

minimum of thirty (30) days prior written notice to the Town upon any cancellation or material change in coverage;

- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Subdivision Authority Services, to full replacement value;
- (c) professional liability insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars per occurrence;
- (d) any other insurance of such type and amount as may reasonably be required by the Town, which may include, professional errors and omissions policy.

### **7.3 Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the Town. Certified copies of the policies shall be provided to the Town by the Contractor upon request.

## **ARTICLE 8 - GENERAL**

### **8.1 Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

**Schedule "A" - Planning Services**

**Schedule "B" – Billing Rates**

**Schedule "C" - Terms of Payment**

**Schedule "D" - Additional Terms**

### **8.2 Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the Town to the Contractor or by the Contractor to the Town.

### **8.3 Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the Town, which consent may be arbitrarily withheld. Upon any transfer or assignment by the Town of this Agreement, the Town shall be released from its obligations hereunder. The Town may assign this Agreement in whole or in part to any person in the Town's sole discretion without notice to the Contractor.



#### **8.4 Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the Town of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Town.

#### **8.5 Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

#### **8.6 No Agency**

Nothing in this Agreement, nor in any acts of the Town and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the Town and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

#### **8.7 Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

#### **8.8 Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

#### **8.9 Time of Essence**

Time shall be of the essence of this Agreement.

#### **8.10 Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

### **8.11 Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

### **8.12 Governing Law**

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

Town of Barrhead

Per:

Per:

MUNICIPAL PLANNING SERVICES (2009)  
LTD.

Per:

Per:

## **SCHEDULE "A"**

### **PLANNING SERVICES**

The Contractor shall provide the following planning services to the Town and act as the Subdivision Authority for all applications for the subdivision of a parcel of land within the Town's jurisdiction:

#### **A. Subdivision Services**

The following Subdivision Services shall be provided by the Consultant:

- 1. Information Brochure** - Provide the Town with application forms, a step-by-step procedure and information brochure suitable for distribution to subdivision applicants. When the legislation, regulation or requirements change during the life of the agreement, the Consultant will amend and update the brochure as necessary or suitable.
- 2. Consultation with Applicants** – respond to inquiries about the application process and provide assistance to applicants with the application and as required and as requested, throughout the process, in order to facilitate completion of applications and the provision of necessary information.
- 3. Collection of Fees** - Collect all Subdivision Fees for any Subdivision Application;
- 4. Subdivision Approval** – The Contractor shall act as the Town's Subdivision Authority, as mandated by the Act for any Subdivision Applications, to the same standard that a reasonably prudent operator would do so in similar circumstances. Without limiting the generality of the foregoing, the Contractor shall do the following:
  - (a) Receive, open and circulate any Subdivision Applications for review and consideration;
  - (b) Prepare a report for recommendations with respect to all Subdivision Applications, to be distributed as set forth in this Schedule "A" (the "Subdivision Report");
  - (c) Consider all feedback from the Town's administration concerning all Subdivision Reports and determine if the Town's input needs to be incorporated into a revised Subdivision Report. In exercising the Contractor's discretion herein, the Contractor shall:
    - (i) In the Contractor's reasonable opinion, receive the support of the Town's administration to the Subdivision Report and amend the Subdivision Report, where reasonable, to address the Town's input;
    - (ii) Ensure that the final Subdivision Report is consistent with the Town's statutory plans, as may be applicable at the time;
    - (iii) Ensure that the final Subdivision Report is consistent with the Town's land use bylaw;
    - (iv) Ensure that the final Subdivision Report is consistent with the Act, the Subdivision and Development Regulation enacted pursuant to the Act and all other applicable laws;
    - (v) Discuss with the Town, any recommendations that the Contractor makes, which are inconsistent with the input received from the Town and will attempt to identify an alternative approach to resolution of the diverging view;
  - (d) Circulate the ultimate approval or denial of any Subdivision Application, which decision will be made in accordance with the herein terms;

- (e) Prepare any endorsement sheet as required for any Subdivision Application that is approved of by the Contractor; and
  - f) Perform any other tasks or duties, within such time period that a reasonably prudent subdivision authority would so provide, in similar circumstances including but not limited to:
    - (i) Negotiating Municipal Reserve amounts;
    - (ii) Preparing Deferred Reserve Caveats and discharging deferred reserve caveats;
    - (iii) Preparing caveats for development agreements and land acquisition agreements; and
    - (iv) Considering and approving, through consultation with the Town's Subdivision Authority, requests for extensions.
5. **Subdivision and Development Appeal Board** – In the event that there is an appeal of any decision of a Subdivision Application to the Town's subdivision and development appeal board, the Contractor shall attend all hearings of that particular subdivision and development appeal board, to be able to make representations and assist in that particular hearing. The Town agrees and acknowledges that the Contractor's charges for the performance of this particular service will be billed at \$150.00 per hour per service provided including per hour travel time plus all disbursements respecting thereto.

## **B. Additional Planning Services**

1. **Small Scale Advisory Services** – The Contractor will be available to provide professional and technical community planning advice on the full range of planning matters to Town Administration by telephone, or email on an as-needed basis on the whole range of matters relating to Part 17 of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended – at no additional cost. This will include the review of short documents such as draft Bylaws and resolutions LUB interpretation questions, etc., but shall **not** include the preparation of maps, new documents, amendments, motions, reports or meetings with applicants or Town Administration respecting same.

These advisory services will be provided through telephone, email and FAX, and will not involve travel to the Town or meetings with Town Administration or Council.

Should the Town require the Consultant to prepare (rather than review) bylaw resolutions, reports, or undertake mapping exercises, or the development of new bylaws, motions, reports or plans these services will be provided at an additional cost, based on the Consultants current hourly billing rates as identified in "Schedule B" (Billing Rates). The Consultant shall not undertake for-fee service tasks without the authorization of the Town.

### **2. For Fee Planning Services**

The Contractor will be available, at an additional cost, to provide professional and technical community planning advice and services on the full range of planning matters to Town Administration in person, in a location agreed to by the Town and the Consultant, on an as-needed basis.

This may, at the discretion of the Town, include:

- Advisory services requiring travel;
- Review, revisions and or amendments to medium or large documents such as the Town's Land Use Bylaw, statutory plans, master plans, strategic plans and sustainability plans;

- Draft Bylaws policies, resolutions, and sections of reports etc. which require research or data collection and analysis on the part of MPS;
- Maps and/or figures;
- Design and implementation of public consultation programs;
- Large scale reviews of private development proposals – from development permits through Area Structure Plan reviews;
- Annexation Reports;
- Intermunicipal Development Plans and Intermunicipal Collaboration Frameworks; and
- Reports, requests for decisions and meeting packages for meetings with Town Administration, Council, other Town consultants, or potential developers.

The Consultant shall not undertake for-fee services without the authorization of the Town. Billing rates for For-Fee Planning Services are identified in “Schedule B” (Billing Rates) of this agreement.

**SCHEDULE "B"**  
**BILLING RATES**

The Contractor's billing rates for Planning Services identified as "For-Fee Services" in Schedule A and work completed on behalf of the Town by the Contractor to represent that Town at Subdivision Appeals shall be:

<b>PLANNER</b>	<b>BILLING RATE (HOURLY)</b>
<b>Jane Dauphinee (Principal &amp; Senior Planner) RPP, MCIP</b>	\$150.00/HR
<b>Brad MacDonald (Senior Planner) RPP, MCIP</b>	\$150.00/HR
Shauna France (Planner)	\$110.00/HR
Carley Weeks (Planner)	\$110.00/HR
Marina Guintchitskaia (Planner)	\$110.00/HR
Shelly Barrett	\$80.00/HR
Kat Lavery	\$80.00/HR
<b>Mileage</b>	\$0.65/KM

**SCHEDULE "C"**  
**TERMS OF PAYMENT**

**A. Subdivision Services**

As compensation for the Contractor's provision of the Subdivision Authority Services, the Contractor shall be entitled to keep, for its sole account, all Subdivision Fees that are payable pursuant to any Subdivision Application.

For absolute certainty:

1. The Town is not entitled to receipt of any of the Subdivision Fees and all Subdivision Fees are payable to the Contractor; and
2. The Contractor and the Town shall mutually agree upon the establishment and any amendments to set and establish the schedule of the Subdivision Fees that are payable by any landowner who makes a Subdivision Application;

**B. Planning Services**

As compensation for the Contractor's provision of other Planning Services, the Town shall provide the Contractor with the agreed upon fee for the service that is agreed upon, based on the hourly Billing Rates identified in "Schedule B" (Billing Rates). Planning Services, other than those identified in Section "A" above will not be undertaken by the Contractor without written consent from the Town. Consent may be provided to the Contractor in writing as a hard copy (letter, or fax) or via electronic means (email).

For absolute certainty:

1. The Contractor and the Town shall mutually agree upon the establishment and any amendments to the fees for planning services that are payable by the Town for work undertaken by the Contractor on behalf of the Town;

**SCHEDULE "D"**  
**ADDITIONAL TERMS**

1. The Town's address for notice is:

TOWN OF BARRHEAD  
5014-50 Ave,  
Town of Barrhead, AB, T7N 1A2  
Telephone: 780-889-3774  
Fax: 780-889-2280  
Email: [CCallihoo@barrhead.ca](mailto:CCallihoo@barrhead.ca)  
Attention: Cheryl Callihoo

2. The Contractor's address for notice is:

MUNICIPAL PLANNING SERVICES (2009) LTD.  
206, 17511 – 107 Avenue  
Edmonton, AB T5S 1E5  
Telephone: 780-486-1991  
Fax: 780-483-7326  
Email: [j.dauphinee@munplan.ab.ca](mailto:j.dauphinee@munplan.ab.ca)  
Attention: Jane Dauphinee

3. The following personnel of the Contractor shall perform the Planning Services hereunder:

NAME	TITLE
Jane Dauphinee RPP, MCIP	Principal & Senior Planner
Brad MacDonald RPP, MCIP	Planner
Shauna France	Planner
Carley Weeks	Planner
Marina Guintchitskaia	Planner
Shelly Barrett/Kat Lavery	Subdivision Clerk/ Office Administrator

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.



# REQUEST FOR DECISION

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**To:** Town Council

**From:** Edward LeBlanc, CAO

**cc:** File

**Date:** October 22, 2024

**Re:** Monthly Bank Statement – for month ending September 30, 2024

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**1.0 PURPOSE:**

To approve the Monthly Bank Statement for the month ending September 30, 2024.

**2.0 BACKGROUND AND DISCUSSION:**

None

**3.0 ALTERNATIVES:**

3.1 That Council approves the Monthly Bank Statement for the month ending September 30, 2024, as presented.

3.2 That Council tables the Monthly Bank Statement for the month ending September 30, 2024 and instructs Administration to provide further information at the next regular Council Meeting.

**4.0 FINANCIAL IMPLICATIONS:**

None

**5.0 INTERDEPARTMENTAL IMPLICATIONS:**

None

**6.0 SENIOR GOVERNMENT IMPLICATIONS:**

None

**7.0 POLITICAL/PUBLIC IMPLICATIONS:**

Not Applicable

**8.0 ATTACHMENTS:**

8.1 Monthly Bank Statement for month ending September 30, 2024.

**9.0 RECOMMENDATION:**

That Council approves the Monthly Bank Statement for the month ending September 30, 2024, as presented.

(original signed by the CAO)  
Edward LeBlanc  
CAO

**TOWN OF BARRHEAD  
MONTHLY BANK STATEMENT  
FOR MONTH ENDED SEPTEMBER 30, 2024**

<b>PER TOWN OF BARRHEAD:</b>	<b>SERVUS GENERAL ACCT</b>	<b>TERM DEPOSITS</b>
Net Balance - Previous Month	10,236,483.19	2,000,000.00
Receipts	1,179,793.18	
Interest	38,161.00	
Transfers from/to Term Deposits	0.00	
Cancelled Cheques	0.00	
<b>SUBTOTAL</b>	<b>11,454,437.37</b>	<b>2,000,000.00</b>
Disbursements	2,205,772.84	
Debentures/Interest	145,284.50	
School Requisition	0.00	
Transfers from/to General	0.00	0.00
NSF/Returned Cheques or Transfers	0.00	
Postdated Cheques	0.00	
<b>NET BALANCE AT END OF MONTH</b>	<b>9,103,380.03</b>	<b>2,000,000.00</b>
*****		
<b>PER BANK:</b>		
Balance at end of month	8,859,688.38	2,000,000.00
Outstanding Deposits	462,667.15	
<b>SUBTOTAL</b>	<b>9,322,355.53</b>	<b>2,000,000.00</b>
Outstanding Cheques	218,975.50	
<b>NET BALANCE AT END OF MONTH</b>	<b>9,103,380.03</b>	<b>2,000,000.00</b>

**TERM DEPOSIT SUMMARY**  
**FOR MONTH ENDED SEPTEMBER 30, 2024**

<b><u>Financial Institution</u></b>		<b><u>Term Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Term Started</u></b>	<b><u>Investment Details</u></b>
<b>Scotiabank</b>	\$	2,000,000.00	5.22	07-Jun-24	Maturity Date Dec. 9, 2024

**COUNCIL REPORTS  
AS OF OCTOBER 22, 2024**

		Meeting (since last council)
Agricultural Society	Cr. Oswald (Alt. Cr. Kluin)	_____
Barrhead Accessibility Coalition	Cr. Kluin	_____
Barrhead Cares Coalition	Cr. Assaf	<u>  X  </u>
Barrhead & Area Regional Crime Coalition (BARCC)	Mayor McKenzie	_____
Barrhead Attraction & Retention Committee	Mayor McKenzie	_____
Barrhead & District Social Housing Association	Cr. Smith	_____
Barrhead Fire Services Committee	Cr. Assaf and Cr. Smith	_____
Barrhead Regional Airport Committee	Mayor McKenzie and Cr. Assaf	_____
Barrhead Regional Landfill Committee	Cr. Sawatzky and Cr. Klumph	_____
Barrhead Regional Water Commission	Mayor McKenzie and Cr. Smith (Alt. Cr. Oswald)	_____
Capital Region Assessment Services Commission	Cr. Klumph	<u>  X  </u>
Chamber of Commerce	Cr. Oswald	<u>  X  </u>
Community Futures Yellowhead East	Cr. Assaf (Alt. Cr. Kluin)	<u>  X  </u>
Economic Development Committee	Committee of the Whole	_____
Enhanced Policing School Resource Officer Committee	Cr. Sawatzky (Alt. Mayor McKenzie)	_____
Family & Community Support Services Society	Cr. Kluin and Cr. Oswald	<u>  X  </u>
Intermunicipal Collaboration Framework Committee	Cr. Assaf, Cr. Smith and Mayor McKenzie	_____
Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	<u>  X  </u>
Municipal Emergency Advisory Commission	Cr. Assaf, Cr. Kluin and Cr. Smith	_____
Municipal Planning Commission	Cr. Assaf, Cr. Oswald and Cr. Sawatzky (Alt. Cr. Smith)	_____
Subdivision & Development Appeal Board	Cr. Klumph	_____
Twinning Committee	Cr. Klumph	_____
Yellowhead Regional Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	_____

## REQUEST FOR DECISION

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**To:** Town Council

**From:** Administration

**cc:** File

**Date:** October 22, 2024

**Re:** Correspondence Items

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**Item (a)** Letter dated October 3, 2024 from Elaine Timm, regarding tripping and falling on town sidewalk and breaking a new pair of eyeglasses that she would like replaced.

**Additional Information:**

I denied the initial request for reimbursement of the glasses, Ms. Timm has chosen to forward a letter to Council for their consideration.

Based on a recent conversation with the noted individual, Administration has learned that the cost of new glasses is \$800.00.

**Recommendation:**

Letter dated October 3, 2024 from Elaine Timm, regarding tripping and falling on town sidewalk and breaking a new pair of eyeglasses that she would like replaced, as information.

- Item (b)** Email dated October 14, 2024 from Board Member Deb Breitzkreitz, from the Ripple Connection Support Center, regarding a financial contribution from Town Council.

### **Additional Information**

Administration is waiting for additional financial information from the Centre, however, the following is information found on Ripple Connection's website:

*The Ripple Connection Support Centre is a place for family and friends and individuals living with mental illness to find support in the community. The RCSC started as a small caregiver support group in 2010. Since then, it has grown into a 100+ member drop in centre.*

#### ***Mission Statement:***

*To provide Caregivers and Persons living with Mental Illness support by promoting life-management skills, education and social networking.*

#### ***Vision Statement:***

*A community more conscious of our responsibility for one another; by being brought together in spirit and growth through education and social networking to end the stigma of mental illness.*

#### ***RCSC***

*The Ripple Connection is a drop-In centre where you can connect with Barrhead families and individuals living with mental illness.*

*Our Objectives: are to relieve conditions associated with Mental Illness, including Addictions, by providing life management skills through education & nutritional programs, social networking, and referral services to assist families and individuals to become and remain more independent in the community.*

***EVERYONE IS WELCOME TO COME AND SHARE***

***Experience, Strength and Hope***

***"You are not alone"***

### **Community Partners**

*The Ripple Connection Support Centre is so grateful to our Community Partners. It is with their help we are able to continue to provide support to families in our community and surrounding area in need of education and support in their journey of recovery from living with Mental Illness*

## *Programs and Services offered at the Centre*

### *Referral Services*

*The Ripple Connection Support Centre offers a safe, caring and supportive environment for families/friends and individuals to drop-in when dealing with the life challenges of mental illness, while navigating the mental health system.*

*Referral services are offered during Centre hours:*

*Monday – Friday from 10 am to 4 pm.*

### *“Warm Your Heart” Lunch*

#### *Daily Hot Lunch*

*Monday - Friday*

*12 p.m. - 1 p.m.*

*Member Meals - \$4*

*Non-Member Meals - \$5*

*Punch Card 10 Meals - \$30*

*We offer Sponsored meals for those in need, call for information.*

### *Strengthening Families Together Program*

Next Session date to be announced.

This is a 10-session education program for family members and friends of individuals with serious and persistent mental illnesses.

[Click here for more information](#)

This program is offered a couple times a year please call centre for upcoming program dates and to register.

### *COFFEE CLUB:*

*We are excited to also offer our new coffee club on Friday evenings from 6pm - 8pm. Please stop in to join our Peer to Peer group for a hot drink and some conversation. You are not alone.*

### *Additional programs and services offered to RCSC members*

*Computer/internet/faxing access*

*Lending Library -Large selection of mental health books, resources & current mental health pamphlets*

*Family interactive social activities are offered weekly such as: cards, karaoke, movies, bingo, and crafts*



**Recommendation:**

Email dated October 14, 2024 from the Ripple Connection Support Center, regarding a financial contribution from Town of Barrhead, be deferred to the 2025 budget deliberation meetings.

(Original signed by the CAO)  
Edward LeBlanc  
CAO

RECEIVED

OCT 10 2024

OCT 3/24

Deartown Council.

I am writing this letter in hopes of the town replacing my glasses.

I was walking home and triped on the broken sidewalk. When I fell I hit my face hard  
Broke my glasses hurt my hands. Knees & head.

Seeing it is the town sidewalk the least you can do is replace them.

I am a widow living on a pension and can not afforde a new pair as I Just got these.

Thank you for your time in reading this letter.

Sonny hands hurt making it hard To do this.

Elaine Timm

## Edward LeBlanc

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**From:** Cheryl Callihoo  
**Sent:** October 15, 2024 11:04 AM  
**To:** Edward LeBlanc  
**Subject:** FW: [EXTERNAL] - Ripple Presentation

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**From:** Debbie Breitkreitz  
**Sent:** October 14, 2024 8:10 PM  
**To:** Cheryl Callihoo <CCallihoo@barrhead.ca>; Town of Barrhead <town@barrhead.ca>  
**Subject:** [EXTERNAL] - Ripple Presentation

Dear Cheryl, Ed, Mayor and Town Councillors;

Thank you for allowing me to share the presentation on behalf of the Ripple Connection Center with you in May. After our September board meeting of the Ripple Connections Center, I am now able to provide you with the information requested as a follow up to our conversation regarding exactly what financial support the Ripple is asking for the town of Barrhead.

On behalf of the Ripple Connection Support Center, I am requesting the bimonthly utility fee covering water sewer and garbage collection, which costs the center \$2,231 yearly be waved by the town. In addition, I ask that the council consider supporting the Ripple Center by paying half of the current rent not covered by AHS. This amounts to \$1,100/month or \$13,200 annually.

The Support Center provides an essential service to the Town of Barrhead and surrounding community. Currently the building the Ripple Center operates out of is pending sale. The RCSC is trying to obtain financial support from donors in the community and surrounding area to gather \$53,000 for a down payment to mortgage the building and alleviate paying rent ensuring operations are sustainable and growth is even possible. Any funding towards this endeavor would be greatly appreciated and make a huge difference toward the future programming and operations of the RCSC.

On behalf of the Ripple Connection Support Center, I thank you for considering our requests. If you have have questions or need further clarification please contact me, Deb Breitkreitz at 780-674-1490 or through email [Debbie.breitkreitz@pembinahills.ca](mailto:Debbie.breitkreitz@pembinahills.ca).

Sincerely,

Deb Breitkreitz  
Ripple Connection Support Center Board Member