

LAC LA BICHE COUNTY

REGULAR COUNCIL MEETING

DATE: October 28, 2014
TIME: 10:00 a.m.
PLACE: Council Chambers
County Centre

AGENDA

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. ADOPTION OF MINUTES
 - 3.1 October 14, 2014 Regular Council Meeting;
 - 3.2 October 21, 2014 Special Council Meeting;
 - 3.3 October 22, 2014 Special Council Meeting.
4. UNFINISHED BUSINESS
5. URGENT MATTERS
 - 5.1 Organizational Meeting (addition to agenda).
6. PUBLIC INPUT SESSION/DELEGATIONS/PUBLIC HEARINGS
 - 6.1 1:30 p.m. Public Hearing – Bylaw 14-028; Adoption of Richard Estates Area Structure Plan and Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2);
 - 6.2 2:00 p.m. Delegation – Diamond Ridge Development – Rik Nikoniuk;
 - 6.3 2:30 p.m. Public Input Session.
7. DISPOSITION OF DELEGATION BUSINESS
 - 7.1 Delegation – Diamond Ridge Development – Rik Nikoniuk;
 - 7.2 Public Input Session.

8. NEW BUSINESS

- 8.1 RFD – Statement of Revenues & Expenditures for the Period Ending October 22, 2014;
- 8.2 RFD – Tender 2014-32-15 100 Avenue Lane Improvements from 100 Street to 101 Street;
- 8.3 RFD – Range Road 132;
- 8.4 RFD – Joint Use of Facilities Agreement with Northern Lights School Division No. 69;
- 8.5 RFD – Rezoning Bylaw 14-039; Calnash Trucking Ltd.; SE-18-67-14-W4M; from Agricultural District (AG) to Rural Industrial District (RI) – 1st Reading;
- 8.6 RFD – Bylaw 14-028; Adoption of Richard Estates Area Structure Plan – 2nd & 3rd Reading;
- 8.7 RFD - Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2) – 2nd & 3rd Reading;
- 8.8 RFD – Chief Administrative Officer Bylaw & Employment Conditions Policy;
- 8.9 RFD – Appointment of Fire Guardians for the 2014-2015 Fire Permit Season;
- 8.10 November/December Council Meeting Dates (addition to agenda).

9. IN CAMERA SESSION

- 9.1 Discussion – Transitional Plan (section 17 FOIP);
- 9.2 RFD – Subdivision Development Matter (section 27 FOIP) – (hand-out);
- 9.3 Personnel Matters (section 17 FOIP) (addition to agenda).

10. ADJOURNMENT

**LAC LA BICHE COUNTY
REGULAR COUNCIL MEETING
COUNTY CENTRE, LAC LA BICHE**

October 28, 2014 – 10:00 a.m.

Minutes of the Lac La Biche County Regular Council Meeting held on October 28, 2014 at 10:00 a.m.

CALL TO ORDER Mayor Moghrabi called the meeting to order at 10:04 a.m.

PRESENT	Omer Moghrabi	Mayor
	Wanda Austin	Councillor
	Richard Olson	Councillor
	David Phillips	Councillor
	MJ Siebold	Councillor
	John Nowak	Councillor (entered at 10:06 a.m.)
STAFF IN ATTENDANCE	Shadia Amblie	Interim Chief Administrative Officer/ Manager, Communications
	Melanie McConnell	Interim Assistant Chief Administrative Officer/Manager, Legislative Services
	Jeff Lawrence	General Manager, Operations (in part)
	Dan Small	Senior Manager (in part)
	Jihad Moghrabi	Communications Coordinator (in part)
	Joanne Onciul	Legislative Services Coordinator
REGRETS	Robert Richard	Councillor / Deputy Mayor
	Tim Thompson	Councillor
	Hajar (Jerry) Haymour	Councillor

ADOPTION OF AGENDA

Councillor Nowak entered Council Chambers at 10:06 a.m.

14.744 Motion by Councillor Nowak to approve the October 28, 2104 Regular Council Meeting agenda as amended:

- Addition of Item 5.1 – Organizational Meeting;
- Addition of Item 8.10 – November/December Council Meeting Dates;
- Addition of 9.3 – Personnel Matters (section 17 FOIP).

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

3.1 October 14, 2014 Regular Council Meeting;

14.745 Motion by Councillor Phillips to adopt the October 14, 2014 Regular Council Meeting minutes as circulated.

CARRIED UNANIMOUSLY

3.2 October 21, 2014 Special Council Meeting;

14.746 Motion by Councillor Siebold to adopt the October 21, 2014 Special Council Meeting minutes as circulated.

CARRIED UNANIMOUSLY

3.3 October 22, 2014 Special Council Meeting;

14.747 Motion by Councillor Olson to adopt the October 22, 2014 Special Council Meeting minutes as circulated.

CARRIED UNANIMOUSLY

UNFINISHED BUSINESS

4.1 There was no unfinished business.

URGENT MATTERS

5.1 Organizational Meeting.

Discussion ensued regarding the rescheduling of the Organizational meeting due to the absence of three Council members.

14.748 Motion by Councillor Siebold that the Organizational meeting be rescheduled for October 30, 2014 at 1:30 p.m. and that the same be held in Council Chambers.

CARRIED UNANIMOUSLY

NEW BUSINESS

8.1 RFD – Statement of Revenues & Expenditures for the Period Ending October 22, 2014;

14.749 Motion by Councillor Olson that County Council accepts the Lac La Biche Statement of Revenues & Expenditures for the Period Ended October 22, 2014.

CARRIED UNANIMOUSLY

8.2 RFD – Tender 2014-32-15 100 Avenue Lane Improvements from 100 Street to 101 Street;

14.750 Motion by Councillor Nowak that Tender 2014-32-15 for 100 Avenue lane improvements not be awarded this year and be re-tendered along with the remainder of the lane improvements for the 2015 budget year, and further that the 2014 funds be carried over to the 2015 budget year.

CARRIED UNANIMOUSLY

8.3 RFD – Range Road 132;

14.751 Motion by Councillor Nowak to accept the transfer of ownership of the realigned portion of Range Road 132 to Lac La Biche County at no cost to the County.

CARRIED UNANIMOUSLY

8.4 RFD – Joint Use of Facilities Agreement with Northern Lights School Division No. 69;

14.752 Motion by Councillor Siebold that County Council approves the Joint Use of Facilities Agreement with Northern Lights School Division No. 69 as attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

8.5 RFD – Rezoning Bylaw 14-039; Calnash Trucking Ltd.; SE-18-67-14-W4M; from Agricultural District (AG) to Rural Industrial District (RI) – 1st Reading;

14.753 Motion by Councillor Siebold that Bylaw 14-039 be given first reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

RECESS

Mayor Moghrabi called a recess at 11:04 a.m.

RECONVENE

Mayor Moghrabi reconvened the meeting at 11:21 a.m. with all those Members of Council previously listed in attendance.

NEW BUSINESS

8.8 RFD – Chief Administrative Officer Bylaw & Employment Conditions Policy;

14.754 Motion by Councillor Nowak that Bylaw 14-041 be given first reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.755 Motion by Councillor Siebold that Bylaw 14-041 be given second reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.756 Motion by Councillor Siebold that Bylaw 14-041 be submitted for third and final reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.757 Motion by Councillor Nowak that Bylaw 14-041 be given third and final reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.758 Motion by Councillor Siebold to adopt the revised Employment Conditions Policy CS-03-014, as attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

8.9 RFD – Appointment of Fire Guardians for the 2014-2015 Fire Permit Season;

14.759 Motion by Councillor Olson to appoint the following emergency response staff as Fire Guardians for the 2014-2015 fire permit seasons. These personnel will be responsible to undertake duties and functions as set forth in Fire Protection Bylaw 12-006 or succeeding bylaw, with an effective start date of November 1, 2014. Personnel include:

- Larry Fayad, Lac La Biche District, District Deputy Fire Chief;
- Shane Bair, Lac La Biche District, Platoon Fire Chief;
- Mark Weibe, Owl River, Platoon Fire Chief;
- Curtis McGillvray, District Deputy Fire Chief;
- Draper Dempsey, Plamondon District, Platoon Fire Chief;
- Peter Lewis, Plamondon District, District Deputy Fire Chief;
- Brad Bow, Hylo District, Platoon Fire Chief;
- David Bayduza, Hylo District, Captain;
- Phillip Arnett, Rich Lake District, District Deputy Fire Chief;
- Nicole Gordon, LLB County, Community Peace Officer; and
- John Kokotilo, Regional Fire Chief/Manager of Fire Services.

CARRIED UNANIMOUSLY

8.10 November/December Meeting Dates (addition to agenda).

14.760 Motion by Councillor Olson to reschedule the November 11, 2014 Regular Council Meeting to Monday, November 10, 2014 and that the same be held at 10:00 a.m. in Council Chambers.

CARRIED UNANIMOUSLY

IN CAMERA SESSION

14.761 Motion by Councillor Austin to go in camera at 11:45 a.m.

CARRIED UNANIMOUSLY

9.3 Personnel Matters (section 17 FOIP) (addition to agenda).

RETURN TO REGULAR MEETING

- 14.762 Motion by Councillor Olson to proceed with the meeting out of camera at 12:07 p.m.

CARRIED UNANIMOUSLY

BUSINESS ARISING OUT OF “IN CAMERA SESSION”

- 9.3 Personnel Matters (section 17 FOIP) (addition to agenda).

- 14.763 Motion by Councillor Nowak that Administration be authorized to proceed with rectification of issue discussed in camera and further, that the Waste Bylaw be brought forward for Council’s review at the next Policy & Priorities Committee Meeting.

CARRIED UNANIMOUSLY

RECESS

Mayor Moghrabi called a recess at 12:08 p.m.

RECONVENE

Mayor Moghrabi reconvened the meeting at 1:30 p.m. with all those Members of Council previously listed in attendance.

PUBLIC INPUT SESSION/DELEGATIONS/PUBLIC HEARINGS

- 6.1 Public Hearing - Bylaw 14-028; Adoption of Richard Estates Area Structure Plan and Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2);

Mayor Moghrabi provided an overview of the Public Hearing process and declared the public hearing open at 1:30 p.m.

Mayor Moghrabi asked the Manager, Legislative Services whether or not the public hearing was advertised and notice was provided in accordance with the applicable legislation. The Manager, Legislative Services advised that this was the case.

Rylan Palmer-Dixon, Planner summarized the purpose for the hearing.

Mayor Moghrabi asked if the Applicant was present and wishing to speak to the proposed Bylaw 14-028 (Richard Estates Area Structure Plan) or Rezoning Bylaw 14-032.

6.1 Public Hearing - Bylaw 14-028; Adoption of Richard Estates Area Structure Plan and Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2) (continued);

Michael Gourley, Branch Manager, Scheffer Andrew Ltd., provided a presentation to Council with respect to the proposed development. Carol Hebert and Koreen Nashim were also present to answer any questions on behalf of the land owners, Frank and Carmen Nashim.

Mr. Gourley highlighted the following information as it pertains to the proposed development:

- Proposed development is an estate residential community comprised of approximately 70 fully serviced lots ranging from 1 to 3 acres in size;
- Use of Natural Open Space District as buffers;
- Natural Storm Water Management Practices and design to conserve the wetland areas;
- Water and Sanitary Servicing;
- Retained trees on site, only small areas were disturbed for clearing of roadways – looking for minimal impact;
- Environmental Reserve Easements were taken into consideration;
- Preservation of large areas for trees that allows for pathways and walkways;
- Goal is to provide young families a place to live in this robust community while keeping the environment safe;
- Reviewed the staging plan of the development.

Mayor Moghrabi asked if there was anyone present wishing to speak in support of the proposed Bylaw 14-028 (Richard Estates Area Structure Plan) or Rezoning Bylaw 14-032.

Carol Hebert and Koreen Nashim noted they are in support of the development.

Interim Assistant Chief Administrative Officer and Manager, Legislative Services, Melanie McConnell read into record a letter in support of the development from Brian Deheer on behalf of the Environmental Stewardship Advisory Committee, as attached to and forming part of these minutes.

Mayor Moghrabi asked if there was anyone present wishing to speak in opposition of the proposed Bylaw 14-028 (Richard Estates Area Structure Plan) or Rezoning Bylaw 14-032.

- 6.1 Public Hearing - Bylaw 14-028; Adoption of Richard Estates Area Structure Plan and Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2) (continued);

Ms. McConnell read into record a letter in opposition to the development from Jillian Flett, as attached to and forming part of these minutes.

Mayor Moghrabi asked if the Applicant wishes to make any closing comments.

Mr. Gourley noted that Ms. Flett's concerns from the public meeting were taken into consideration by Scheffer Andrew Ltd.'s environmental department as well as the County's Resource Recovery, Environmental & Agricultural Services Manager, Barry Kolenosky. The following are some of the highlights of the responses given to Ms. Flett:

- Alberta standards for density and runoff;
- Stormwater quality and quality control storm pods are to Alberta Standards;
- Nutrient settlements are in the ditches;
- Minimal trees will be cleared for roads;
- Lac La Biche County does not require impact studies and one was not done for Richard Estates;
- Examples were provided of how impacts would be minimized – protection of corridors; options for making this a green community; keep the integrity of Environmental Consultant for the Richard Estates.

Mayor Moghrabi thanked the presenters for their comments, and declared the public hearing closed at 2:09 p.m.

PUBLIC INPUT SESSION/DELEGATIONS/PUBLIC HEARINGS

- 6.2 Delegation – Diamond Ridge Development – Rik Nikoniuk;

Rik Nikoniuk and Jason King, representatives of Diamond Ridge Development were present and introduced themselves to all those present.

Mr. Nikoniuk noted that his intention for meeting with Council was to provide an overview of where they are with their development, where they want to be, and the barriers they have addressed. Mr. Nikoniuk provided a handout to Council, and read through pages 1 – 3.

Discussion ensued regarding offsite levies for the development.

Mayor Moghrabi thanked the delegation for their presentation.

6.3 Public Input Session.

There was no one present for the public input session.

NEW BUSINESS

8.6 RFD – Bylaw 14-028; Adoption of Richard Estates Area Structure Plan – 2nd & 3rd Reading;

14.764 Motion by Councillor Austin that Council accepts the changes made to Bylaw 14-028 as discussed in the public hearing, and as attached to and forming part of these minutes.

CARRIED UNANIMOUSLY

14.765 Motion by Councillor Nowak that Bylaw 14-028 be given second reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.766 Motion by Councillor Siebold that Bylaw 14-028 be given third and final reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

8.7 RFD - Rezoning Bylaw 14-032; Scheffer Andrew Ltd.; Pt. RL-45-67-14-W4M; from Agricultural District (AG) to Serviced Estate Residential District 2 (ES2) – 2nd & 3rd Reading;

14.767 Motion by Councillor Nowak that Bylaw 14-032 be given second reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

14.768 Motion by Councillor Siebold that Bylaw 14-032 be given third and final reading this 28th day of October, 2014.

CARRIED UNANIMOUSLY

RECESS

Mayor Moghrabi called a recess at 2:46 p.m.

RECONVENE

Mayor Moghrabi reconvened the meeting at 2:55 p.m. with all those Members of Council previously listed in attendance, with the exception of Councillor Phillips.

DISPOSITION OF DELEGATION BUSINESS

Councillor Phillips returned to Council Chambers at 2:55 p.m.

7.1 Delegation – Diamond Ridge Development – Rik Nikoniuk;

Discussion ensued regarding development processes in the County.

14.769 Motion by Councillor Phillips to send a thank you letter to Diamond Ridge Development for their presentation, and further, to advise that Administration will continue with the negotiations to move forward with the development.

CARRIED UNANIMOUSLY

IN CAMERA SESSION

14.770 Motion by Councillor Siebold to go in camera at 3:09 p.m.

CARRIED UNANIMOUSLY

9.1 Discussion – Transitional Plan (section 17 FOIP);

9.2 RFD – Subdivision Development Matter (section 27 FOIP) – (hand-out);

Above noted matter is to be discussed at a future meeting of Council and was not discussed at this meeting.

RETURN TO REGULAR MEETING

14.771 Motion by Councillor Austin to proceed with the meeting out of camera at 3:41 p.m.

CARRIED UNANIMOUSLY

BUSINESS ARISING OUT OF “IN CAMERA SESSION”

9.1 Discussion – Transitional Plan (section 17 FOIP);

14.772 Motion by Councillor Nowak to approve the expenditure, of not more than \$4,000, for the development of office space at McArthur.

CARRIED UNANIMOUSLY

9.1 Discussion – Transitional Plan (section 17 FOIP) (continued);

- 14.773 Motion by Councillor Phillips to accept the proposed organizational structure as information, and further that Administration brings forward a Job Description and Business Case for the creation of the Planning and Economic Development Senior Manager position.

CARRIED UNANIMOUSLY

EXTEND THE MEETING

- 14.774 Motion by Councillor Olson to extend the October 28, 2014 Regular Council Meeting to the end of the agenda.

CARRIED UNANIMOUSLY

IN CAMERA SESSION

- 14.775 Motion by Councillor Siebold to go in camera at 3:50 p.m.

CARRIED UNANIMOUSLY

RECESS

Mayor Moghrabi called a recess at 3:50 p.m.

RECONVENE

Mayor Moghrabi reconvened the meeting at 4:00 p.m. with all those Members of Council previously listed in attendance.

IN CAMERA SESSION

- 9.3 Personnel Matters (section 17 FOIP) (addition to agenda).

RETURN TO REGULAR MEETING

- 14.776 Motion by Councillor Nowak to proceed with the meeting out of camera at 4:51 p.m.

CARRIED UNANIMOUSLY

BUSINESS ARISING OUT OF “IN CAMERA SESSION”

- 9.3 Personnel Matters (section 17 FOIP) (addition to agenda).

No further action required.

ADJOURNMENT

14.777 Motion by Councillor Phillips to adjourn the Regular Council Meeting of October 28, 2014 at 4:51 p.m.

CARRIED UNANIMOUSLY

Omer Moghrabi, Mayor

Shadia Amblie
Interim Chief Administrative Officer

AGREEMENT FOR JOINT USE OF FACILITIES

THIS AGREEMENT made in duplicate this ____ day of _____, 2014.

BETWEEN:

LAC LA BICHE COUNTY,
a municipal corporation in the Province of Alberta
(hereinafter referred to as the “County”)

-AND-

THE NORTHERN LIGHTS SCHOOL DIVISION NO.69,
a school authority in the Province of Alberta
(hereinafter referred to as the “Division”)

WHEREAS the Parties are desirous of establishing a mutual exchange of public facilities to maximize benefit to the residents of Lac La Biche County and the students attending schools within Lac La Biche County;

AND WHEREAS the Parties are agreeable to sharing their respective public facilities in accordance with the provisions of this Agreement;

AND WHEREAS in such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and in the utmost good faith with each other and accordingly agree, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of County facilities, Sport Fields and the Division’s school facilities the Parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 In this Agreement, unless there is something in the context that is inconsistent therewith, the following terms shall be interpreted as having the following meanings:
- (a) “Academic Year” means the months of September to June whereby the school is in operation for educational purposes.
 - (b) “Agreement” means this Agreement for the Joint Use of Facilities and Schedules “A”, “B”, “C”, “D” “E”, “F”, “G”, “H”, and “I” which are attached to and form part of this Agreement.
 - (c) “Bold Center” means the County’s multiplex facility located at 100 8702 91 Avenue, Lac La Biche.
 - (d) “Community User Groups” means those groups eligible pursuant to the provisions of Schedule “B-3”.
 - (e) “Confidential Information” means the confidential, secret or proprietary information of one Party, including data, technical information, financial information including prices and utility rates, and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly to the other Party either orally, in writing or in any other material form pursuant to this Agreement.
 - (f) “Council” means the municipal council of Lac La Biche County.
 - (g) “County” means Lac La Biche County, a municipal corporation, and its successors and assigns.
 - (h) “County Property” shall include the Joint Use Facilities located on property owned or leased by the County.
 - (i) “Division” means the Northern Lights School Division No. 69, a school authority, and its successors and assigns.
 - (j) “Division Property” shall include the Joint Use Facilities located on property owned or leased by the Division.
 - (k) “High School” means J.A. Williams High School located at 102 8702 91 Avenue, Lac La Biche.
 - (l) “Joint Use Facilities” means those facilities that each Party shall make available to the other, and as identified in Schedule “A”.

- (m) “Joint Use Space” means those facilities identified in Schedule “E” that the County and the High School share.
- (n) “Parties” means the entities signing this Agreement collectively and Party means one (1) of the signatories.
- (o) “Principles” means those fundamental concepts, set out in Article 3 of this Agreement, that shall guide the actions and relations of the Parties as they work together to meet the needs of Lac La Biche County’s residents and students.
- (p) “Priority Use” means that one Party has precedence over another when determining the use of the Joint Use Facilities.
- (q) “Proportionately” shall mean the division of costs as identified in Schedule “I”.
- (r) “Recreation Facility User and Rental Fees” shall mean the fees listed in Bylaw 14-029 that are approved by Lac La Biche County Council and provided annually to the Division.
- (s) “School Hours” means the hours from 7:00 a.m. to 3:45 p.m. in the Academic Year during regular scheduled school days.
- (t) “School User Groups” means those groups eligible pursuant to the provisions of Schedule “B-3”.
- (u) “Sport Fields” means those outdoor facilities that each Party shall make available to the other, and as identified in Schedule “A-3”.
- (v) “Steering Committee” means the committee formed pursuant to s. 4.1.
- (w) “Sub-Committee” means a committee that is formed by the Steering Committee to address specific operational items in this Agreement.
- (x) “Summer School” shall mean the Division’s academic program offered in the month of July.
- (y) “Terms of Reference” means the purpose and structure of the Steering Committee and/or of any subsequent Sub-Committees.
- (z) “User Group” means either a Community User Group or a School User Group.
- (aa) “User Guidelines” means the joint use guidelines created for the shared use of County Property, Sport Fields and Division Property as set out in Schedule “B”.

- 1.2 The Schedules that are referenced throughout this Agreement are attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedules

Schedule A Joint Use Facilities

Schedule B User Guidelines

Schedule C Dispute Resolution Procedure

Schedule D Booking Procedures

Schedule E Joint Use Space

Schedule F Disciplinary/Conduct Policy

Schedule G Healthy Food Choices & Alternatives

Schedule H Parking Policy

Schedule I High School/Bold Center Hourly Usage

**ARTICLE 2
TERMS OF THE AGREEMENT**

Term

- 2.1 This Agreement shall be for a term commencing September 1, 2014 and terminating June 30, 2064, unless terminated as provided hereafter.
- 2.2 If either Party wishes to terminate this Agreement, a one year notice period shall be given to the other Party on or before August 31st to be effective September 1st of the subsequent year.
- 2.3 Prior to the expiry of the Term of this agreement, the Parties may negotiate and enter into a renewal or new agreement upon terms acceptable to the Parties.

Cooperative Agreement

- 2.4 As provided herein, the Division and the County hereby agree to cooperate in coordinating programs and activities conducted on all of their respective properties and in all of their respective facilities listed in Schedule "A". The Division and the County shall have the right to add or exclude properties during the term of this Agreement, provided

that any such change shall be in writing and approved by both the Division and the County.

ARTICLE 3 PRINCIPLES

- 3.1 The Parties agree that in entering into this Agreement, they are committing to the following Principles with respect to the Joint Use Facilities

ACCESS	Subject to available resources, each Party will make available its respective facilities for use by the other Party and the community.
AUTONOMY AND ORGANIZATIONAL INTEGRITY	<p>Each Party honours the other Party's organizational culture, mandate, budget and administrative process.</p> <p>Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Facilities based on what the Division and the County believe to be in the best interests of the people they serve.</p>
CONFLICT RESOLUTION	When difficulties arise between the Parties, the Parties shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration.
COOPERATION	The Parties shall work together to ensure that the rights of each Party are respected and that the User Guidelines are followed.
COMMUNICATION	The Parties will undertake ongoing dialogue and communication with each other and with User Groups during the term of the Agreement.
COSTS TO PARTIES	Every effort will be made to keep the costs arising out of this Agreement as low as possible.
COLLABORATION FOR COMMUNITY BENEFIT	The Parties shall work together collaboratively, recognizing that the

educational and recreational needs of the community can best be achieved through a combination of their respective resources.

EQUITY OF DECISION-MAKING

The Parties to the Agreement shall have uniform and equal voting rights with respect to decision-making.

TRANSPARENCY AND OPENNESS

The Parties shall make available to each other such information as is necessary to ensure the Principles and Operating Guidelines of this Agreement are being observed.

BOLD CENTER AND HIGH SCHOOL

The Parties shall treat these adjoining facilities as one encompassing facility where both Parties are responsible for their respective users in all areas and coordinate their efforts to ensure the smooth operations of the Bold Center and the High School is achieved.

- 3.2 The Parties agree that the Principles set out in Article 3.1 will be considered when any Party enters into an agreement with another public or private entity for the development of future Joint Use Facilities.

ARTICLE 4 GOVERNANCE

Steering Committee

- 4.1 In order to ensure that the Principles of this Agreement are upheld in the manner required by this Agreement, an administrative Steering Committee will be established consisting of two representatives of each Party. These representatives from the County shall consist of the Manager, Facilities and the Manager, Recreation, and from the Division shall consist of the Secretary Treasurer and the Director of Facilities. These representatives shall have decision-making authority enabling them to adequately administer the Agreement in accordance with the Principles.

The Parties agree and acknowledge that the foregoing representatives may be replaced by the Party that appointed him or her, from time to time. Vacancies on the Steering Committee shall be filled as soon as possible by the Party entitled to appoint the

representative. The other Party shall be notified of any changes in representatives. The composition of the Steering Committee must be equally represented by nominees of both Parties at all times to ensure that both Parties are represented fairly and equitably.

- 4.2 The Steering Committee agrees to meet quarterly to discuss ongoing operations. More specifically, the Committee agrees to meet between September to November, December to February, March to May, and June to August of each year.
- 4.3 The Steering Committee may establish sub-committees as required to address operational issues regarding, but not limited to, Division use of County Property, Division and community use of Sport Fields, and County and community use of Division facilities.
- 4.4 The Steering Committee has the authority to establish, terminate, or change the Terms of Reference of any sub-committees created by it, and to obtain necessary resources to fulfill their responsibilities under this Agreement.
- 4.5 All sub-committees shall report to the Steering Committee when requested to do so. Without limiting the generality of the foregoing, all Sub-Committees shall report to the Steering Committee at least once a year.
- 4.6 The costs of administering this Agreement are to be shared equally by the Parties.

Responsibilities of the Steering Committee

- 4.7 The Steering Committee is responsible for:
 - (a) Interpreting the Agreement;
 - (b) Implementing the Agreement;
 - (c) Creating awareness of the Agreement within their respective organizations;
 - (d) Recommending amendments to the Agreement; and
 - (e) Evaluating the effectiveness of the Agreement annually.
- 4.8 The Steering Committee shall produce and present an annual report to the County's Chief Administrative Officer and the Division's Superintendent, within three (3) months of each December 31st, and ensure that timely updates of accomplishments and activities are communicated. The annual report shall include but not necessarily be limited to the following matters:
 - i. Inspection report of shared areas
 - ii. Update on how operations are working between County, Division and Students
 - iii. Inventory report of all shared equipment
 - iv. Documentation of fees
 - v. Documentation of costs
 - vi. All bookings under this Agreement.
- 4.9 The Steering Committee will ensure that the Schedules are accurate and current on an annual basis and any amended schedules shall be incorporated into the Agreement.

- 4.10 Changes to policies or practices relating to this Agreement or affecting the use of Joint Use Facilities shall be determined in consultation with the Parties.

Amendments to the Agreement

- 4.11 The Parties agree to meet annually on or before May 1 of each year to discuss the present use of the Joint Use Facilities and if there are any desired changes or modifications to the Agreement.
- 4.12 The County and the Division pursuant to this Agreement will formally notify the other party no later than May 1 of each year of any changes or modifications to the Agreement that may be requested.
- 4.13 The terms of this Agreement may be altered by written consent of both of the Parties. Proposed amendments submitted by either party to the other must be addressed within sixty (60) days of submission.

ARTICLE 5 PERMITTED USES

County Property

5.1 County Use

The County shall be entitled to Priority Use of County Property for the regular conduct of recreation and community services activities and/or programs sponsored by the County.

5.2 Division Use

At all other times and subject to Schedule B-1, the County will permit the Division to use County Property as set out in Schedule "A", for Division educational and recreational activities and/or programs. The Division shall be responsible for complying with all obligations under this Agreement when using County Property. The Division shall enforce all County rules, regulations, and policies provided by the County while supervising Division educational and recreational activities and/or programs on County Property.

Division Property

5.3 Division Use

The Division shall be entitled to Priority Use of Division Property for school and school-related education and recreational activities, including Summer School, and at such other times as Division Property is being used by the Division or its agents.

5.4 County Use

At all other times and subject to Schedule B-2, the County and third parties authorized by the County and the Division will be entitled to use Division Property as set out in Schedule "A-2", for community recreational and educational purposes. The County shall be responsible for complying with all obligations under this Agreement when using Division Property. The County shall enforce all Division rules, regulations, and policies provided by the Division while supervising community recreational activities on Division Property.

ARTICLE 6 JOINT USE FACILITIES AND SPORT FIELDS

County Facilities

- 6.1 The County shall determine what activities can be accommodated in the Joint Use Facilities, in accordance with the User Guidelines as set out in Schedule B-4.
- 6.3 The County shall recover from the Division a fee for booking certain facilities as identified in Schedule A-1 in accordance with the Recreation Facility User and Rental Fees which will be provided to the Division annually.
- 6.4 The County may also charge the Division for any costs the County incurs due to vandalism, damage or for any other costs not associated with normal wear and tear as a result of the use of County Property by the Division or a School User Group.
- 6.5 The County shall be responsible for paying the utilities and the costs associated with normal wear and tear on the County Property, as specified in Section 10.2.

School Facilities

- 6.6 The Division shall determine what activities can be accommodated in the Joint Use Facilities, in accordance with Schedule B-4.
- 6.7 The Division may charge the County for any costs the Division incurs due to vandalism, damage or for any other costs not associated with normal wear and tear as a result of the use of a Division Property by the County.
- 6.8 The Division shall be responsible for paying the utilities and the costs associated with normal wear and tear on the Division Property, as specified in Section 10.1.

Sport Fields

- 6.9 Sport Fields identified on Schedule “A-3” shall be available to School User Groups and Community User Groups.
- 6.10 Sport Fields identified on Schedule “A-3” which are Division Property shall be reserved for school use during School Hours. After School Hours, use of Sport Fields shall be shared by County programs, School User Groups and Community User Groups in accordance with the Operating Guidelines in Schedule “B-3”.

ARTICLE 7 SCHEDULING USE OF PROPERTY, DOCUMENTATION AND FEES AND CHARGES

Scheduling Use of Property

7.1 Facility Scheduling

The Parties agree to follow the Booking Procedures as outlined in Schedule D of this Agreement.

- 7.2 Each Party, Community User Group and community-based user shall be responsible for supplying its own athletic and other program equipment, with the exception of standards and nets, which shall be made available, on a best efforts basis, by the owner Party for the benefit of the using Party as required.

7.3 Division Service Delivery

- i. The Division reserves the right to restrict access to regularly scheduled County and Community User Groups for maintenance and repair purposes; federal, provincial, municipal or school board elections; school-sponsored organizations; and due to inclement weather conditions, or as a result of damages to or overuse of the Joint Use Facilities.
- ii. The Division reserves the right to temporarily restrict bookings to the County if the County is not following Division rules and regulations or the terms as outlined in this Agreement, until such time that a resolution is achieved.
- iii. The Division shall maintain its Facilities to the same standard that a reasonable owner would still maintain in similar circumstances.
- iv. The Division is responsible for any additional services that they require that are above the current service level or standard provided by the County for County facilities used by the Division.
- v. The Division will ensure staffing levels are appropriate to the activity, age of participants, and to the facility provided by the County.

7.4 County Service Delivery

- i. The County reserves the right to restrict access to regularly scheduled Division and Community User Groups for maintenance and repair purposes; municipal elections; and due to inclement weather conditions, or as a result of damages to or overuse of the Joint Use Facilities.
- ii. The County reserves the right to temporarily restrict bookings to the Division if the Division is not following County rules and regulations or the terms outlined in this Agreement, until such time that a resolution is achieved.
- iii. The County shall maintain its Facilities to the same standard that a reasonable owner would still maintain in similar circumstances.
- iv. The County would be responsible for any additional services that they require that are above the current service level or standard provided by the Division for Division facilities used by the County.
- v. The County will ensure staffing levels are appropriate to the activity, age of participants and to the facility provided by the Division.
- vi. The County will determine the appropriate staff and/or security levels that must be in place for all indoor and outdoor County facilities used by the Division under this agreement.

Documentation and Allocation of Operational Costs

7.5 Tracking Use of Facilities

The County shall track all of the bookings under this Agreement to be included in the annual report.

7.6 Documentation of Costs

The Division and the County each shall maintain records of costs associated with the Agreement. Each Party shall provide to the Steering Committee, a report of these costs within a time frame to ensure that this information is included in the annual report.

Fees and Charges

7.7 Fees

Fees shall be determined pursuant to Schedule “A” for booking each Party’s facilities.

7.8 Documentation of Fees

The Division and the County shall maintain records of fees collected under this Agreement. Each party shall provide to the Steering Committee a charter of accounts on an annual basis of all fees collected under this Agreement included in the annual report.

ARTICLE 8

J.A. WILLIAMS HIGH SCHOOL AND BOLD CENTER

As the High School is attached to the Bold Center these two parties agree to work together to ensure smooth operations of the School and the Bold Center and ensure the safety of the public, students, and employees of the High School and the Bold Center.

8.1 Emergency Procedures

The Parties agree to mutually develop, implement and coordinate fire evacuation plans and procedures for the Bold Center and the High School. The Steering Committee will be responsible for implementing these procedures and ensuring their smooth operation.

8.2 Lockdown Procedures

The Parties agree to mutually develop, implement and coordinate, in conjunction with the local RCMP, a lockdown policy and procedure for the Bold Center and the School. The Steering Committee will be responsible for implementing these procedures and ensuring their smooth operation.

8.3 ATM Fees

The Parties agree that the ATMs will operate independently from one another and the County agrees the fees of the ATM situated in the Bold Center shall be equal or higher than the fees of the ATM located in the High School.

8.4 Healthy Choices and Alternatives

The County is committed to honouring the Division's policy on healthy choices and alternatives (the "Policy") within the Bold Center. The Parties have mutually developed Schedule "G" which provides guidelines for Healthy Choices and Alternatives. Subject to the Parties' existing agreements with third parties, the Parties agree to implement the Policy in the High School and the Bold Centre.

8.5 Non-Smoking Bylaw

The Parties agree to mutually develop, implement and coordinate a non-smoking bylaw for the Bold Center and the High School with designated smoking areas. The Steering Committee will be responsible for implementing these procedures and ensuring their smooth operation.

8.6 Fieldhouse 2

Notwithstanding Section 5.1, Field House 2 will automatically be reserved for the High School's exclusive use during School Hours, free of charge. Booking procedures regarding the High School use of Field House 2 are set out in Schedule "D-3". Charges may apply for bookings after School Hours and are specified in Schedule "D-3".

8.7 Joint Use Space

The Parties have mutually developed Schedule "E" which provides procedures for the Joint Use Space, which includes but is not limited to: Maintenance, Improvement and

Replacement Costs; Custodial Duties; Change-Over; Banners; Gym Storage; Program Coordination; Snow Removal; and Sponsorship. The Parties shall work together to implement and coordinate the procedures as set out in Schedule “E”.

8.8 Change Rooms

The Change Rooms, as set out in Schedule “E” shall be for the exclusive use of the High School at all times.

8.9 Wi-Fi & Download Capabilities

The Parties agree to work together to develop a mutually beneficial Wi-Fi network and downloading capabilities. This will serve to limit the students from accessing sites not approved by the High School as well as reduce the risk of overloading and slowing down the County’s network.

8.10 Discipline/Conduct

The Parties have mutually developed a Discipline and Conduct Policy, as set out in Schedule “F”. The Parties shall work together to implement and coordinate the policy to ensure its smooth operation.

8.11 Parking

The Parties have mutually developed a Parking Policy, as set out in Schedule “H”. The Parties shall work together to implement and coordinate the policy to ensure its smooth operation.

8.12 Security

There will initially be no additional security services hired to monitor school use of the Bold Center or of the High School. The County will monitor the level of activity directly resulting from the opening of the High School and will bring their findings to the Steering Committee.

8.13 Fees

The fees for facility booking are listed in Schedule “A”.

Utility costs for the Joint Use Space are defined in Schedule “E”.

Capital and Maintenance/Operational costs for the Joint Use Space are defined in Schedule “E”. These costs are divided between the County and High School based on Schedule “I”.

8.14 Review of Capital Costs, Operational Costs and Utility Costs

The Steering Committee shall meet prior to August 1, 2015 and thereafter on an annual basis to review the division of capital costs, operational costs and utility costs (collectively, the “Costs”) and assess whether the division of Costs set out in Schedule “E” and Schedule “I” remains reflective and consistent with the actual operating requirements of the Joint Use Space. The Steering Committee shall give consideration to such changes to this Agreement as may be reasonable and appropriate given the actual

operating requirements of the Joint Use Space. If the Parties are unable to agree upon the division of Costs, the matter shall be determined through the Dispute Resolution Procedure in accordance with Article 13.

ARTICLE 9 USER GUIDELINES

- 9.1 The Parties hereby agree to adhere with the User Guidelines which are attached to this Agreement as Schedule “B”.
- 9.2 The Parties shall not allow the use of the Joint Use Facilities unless such use complies with the User Guidelines in effect.

ARTICLE 10 MAINTENANCE & IMPROVEMENTS

Maintenance

- 10.1 The operational costs, and regular repair and maintenance costs of the Division Property is the complete responsibility of the Division subject to the Joint Use Space as identified in Schedule “E”.
- 10.2 The operational costs and regular repair and maintenance costs of the County Property is the complete responsibility of the County subject to the Joint Use Space as identified in Schedule “E”.
- 10.3 Maintenance, improvement and replacement costs, which includes capital and operational costs, and the utilities costs for the Joint Use Space as identified in Schedule “E” shall be shared as set out in Schedule “E”.

Improvements

- 10.4 The Division shall obtain prior written consent of the County to make any alterations, additions, or improvements to the County’s Property. The County shall obtain prior written consent of the Division to make any alterations, additions, or improvements to the Division’s Property.
- 10.5 Any such alterations, additions, or improvements will be at the expense of the requesting Party, unless otherwise agreed upon.

ARTICLE 11

SUPERVISION, ACCESS, AND INSPECTIONS

11.1 Supervision and Enforcement

The County shall train and provide an adequate number of competent personnel to supervise all activities on the Division's Property while the County is using the Division's Property for County activities. The County shall enforce all of the Division's rules, regulations, and policies while supervising activities or programs on the Division's Property.

The Division shall train and provide an adequate number of competent personnel to supervise all activities on the County's Property while the Division is using the County's Property for Division or School User Group activities. The Division shall enforce all of the County's rules, regulations, and policies while supervising activities or programs on the County's Property.

11.2 Access

The County shall provide the Division with access to the County's Property. The County will provide keys, security pads, and training as needed to the Division's employee(s) responsible for opening and locking the County's Property while supervising activities or programs.

The Division shall provide the County with access to the Division's Property. The Division will provide keys, security pads, and training as needed to the County's employee(s) responsible for opening and locking the Division's Property while supervising activities or programs.

11.3 Inspection and Notification

The County shall inspect the Division's Property after use by the County to ensure that the Division's Property is returned in the condition it was received. The County shall ensure that the Division is notified within one (1) business day in the event that the Division's Property suffers damage during the County's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Division's designated employee identifying the damaged property, date of detection, name of inspector, photo of the damage, description of damage, and estimated or fixed costs of repair or property replacement.

The Division shall inspect the County's Property after use by the Division to ensure that the County Property is returned in the condition it was received. The Division shall ensure that the County is notified within one (1) business day in the event that the County's Property suffers damage during the Division's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the County's designated employee identifying the damaged property, date of detection, name of inspector, photo of the damage, description of damage, and estimated or fixed costs of repair or property replacement.

ARTICLE 12

INSURANCE AND INDEMNITY

- 12.1 In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, each Party shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury and death. The Parties agree that the type, form and/or amount of insurance required shall be reviewed, and if necessary renegotiated, not less than every five years, with the first review commencing on September 1, 2019. If the Parties are unable to agree upon the type, form and/or amount of such insurance in any such renegotiation, the matter shall be determined through the Dispute Resolution Procedure in accordance with Article 13. The insurance to be maintained by each Party herein shall list the other Party as an additional named insured or contain a waiver of subrogation against the other Party. The insurance carried by the Parties pursuant to this Article 12 shall contain, where appropriate, a severability of interests' clause or a cross liability clause.
- 12.2 Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (the "Non-Indemnifying Party"), and its servants, volunteers, agents and employees from and against losses, claims, demands, payments, suits, judgments or expenses of every nature and description arising out of or in consequence of any breach or non-performance by the Indemnifying Party of this Agreement, except for claims:
- a) arising solely out of the breach of this Agreement by the Non-Indemnifying Party; or
 - b) arising out of the negligence or wilful misconduct of one or more of the Non-Indemnifying Party and its servants, employees, agents, servants or volunteers.
- 12.3 All programs and activities scheduled under this Agreement involving the Joint Use Facilities shall strictly comply with the policies and procedures applicable to the facilities in question. Each user is responsible for inspecting the area(s) to be used for risks to the participants and to either remove or accept those risks and liabilities prior to the program or activity commencing.

ARTICLE 13

DISPUTE RESOLUTION

- 13.1 All issues and conflicts arising from this Agreement will be addressed initially by the administrative staff of each Joint Use Facility. In the event that the administrative staff is unable to resolve an issue, then such issue will be brought forward to the relevant sub-committee in a timely manner. In the event the sub-committee is unable to resolve the issue then such issue will be brought forward to the Steering Committee. In the event the Steering Committee is unable to resolve the issue, then such issue will be brought

forward to the County's Chief Administrative Officer and the Division's Superintendent. In the event that the County's Chief Administrative Officer and the Division's Superintendent are unable to resolve the issue, it shall follow the escalation process in accordance with Schedule "C" for final resolution.

- 13.2 Notwithstanding the generality of the foregoing, all issues and conflicts arising out of Section 4.13 of this Agreement shall be excluded from the Dispute Resolution process in Section 13.1 of this Agreement.

ARTICLE 14 ADDRESS FOR NOTICES

- 14.1 Any notices under this Agreement given to the County and to the Division shall be deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

To the County at:

Lac La Biche County
P.O. Box 1679
Lac La Biche, AB T0A 2C0
Attention: Manager, Facilities

To the Division at:

Northern Lights School Division No.69
6005 50 Ave
Bonnyville, AB T9N 2L4
Attention: Secretary Treasurer

or to any other address as may be designated in writing from time to time by the County and the Division. Notice given by registered mail, if posted in Alberta, shall be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery.

ARTICLE 15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 15.1 The Parties to this Agreement acknowledge their obligations under Part 2 of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 (the "Act") insofar as it applies to the operations and personal information each Party has access to, collects, or uses in providing the services under the Agreement.
- 15.2 The *Act* imposes an obligation on the Parties to protect the privacy of the individuals whose information may be involved in meeting contractual requirements. The Parties will be required to protect the confidentiality and privacy of each individual's personal information accessible or collected under contract, pursuant to the *Act*.

- 15.3 Each Party acknowledges that information and records maintained or submitted by the other Party may be subject to the protection and access provisions of the *Act*.
- 15.4 If the Division receives a request for any of these records, the County shall forward the records, at the County's expense, to the Division. The County agrees to retain all records for at least one year after the contract expires or is terminated.
- 15.5 If the County receives a request for any of these records, the Division shall forward the records, at the Division's expense, to the County. The Division agrees to retain all records for at least one year after the contract expires or is terminated.

ARTICLE 16 MISCELLANEOUS

Force Majeure

- 16.1 The Parties agree that neither Party shall be held responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, lockouts or other labour disputes between the Parties and their employees, floods, severe weather, acts of God, acts of war or terrorism, riots, civil disorder, rebellions, or revolutions in Canada, unlawful acts of a third party, vandalism or sabotage, lawful acts of public authorities, or delays or defaults caused by common carriers, or any other cause beyond the reasonable control of the Parties and which cannot reasonably be foreseen or provided against.

Successors

- 16.2 The terms and conditions contained in this Agreement shall extend to and be binding upon the Parties and their respective administrators, successors and permitted assigns.

Headings

- 16.3 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

Non-Statutory Waiver

- 16.4 The County in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the County of any approval or permit as may be required pursuant to the *Municipal Government Act*, RSA 2000, c M-26 , and any amendments thereto and any other legislation in force in the Province of Alberta. The County shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the County, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

- 16.5 The Division in entering into this Agreement is doing so in its capacity as a school authority and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Division of any approval or permit as may be required pursuant to the *School Act*, RSA 2000 c S-3, and any amendments thereto and any other legislation in force in the Province of Alberta. The Board shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Division, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school authority and as the officers, servants and agents of a school authority.

Time of the Essence

- 16.6 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the County or the Division is required to do something by a particular date, the time of the doing of the particular thing shall only be amended by written agreement of the County and the Division.

Governing Law

- 16.7 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

Non-Waiver

- 16.8 The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

The Preamble, Recitals and Schedules to this Agreement form part of this Agreement and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

LAC LA BICHE COUNTY

Per: _____
Name: Shadia Amblie
Position: Interim Chief Administrative
Officer

Per: _____
Name:
Position:

**THE NORTHERN LIGHTS SCHOOL
DIVISION NO. 69**

Per: _____
Name: Roy Ripkens
Position: Acting Superintendent

Per: _____
Name: Paula Elock
Position: Secretary Treasurer

SCHEDULE A

JOINT USE FACILITIES

County Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The County will determine what activities can be accommodated in each location.

The term “no charge” listed on the table below does not apply to additional requests such as extended hours, equipment needed, staff labour, etc., which shall be subject to the Recreation Facility User and Rental Fees provided annually by the County.

FACILITY	FEES
BOLD CENTER, 100 8702 91 Ave	
ARENAS Swamp Cats Community Arena Performance Arena	Subject to a general maintenance fee during school hours. Regular fees apply after school hours.
FIELDHOUSES Cenovus Field House 1	No charge during school hours.
Cenovus Field House 2	*reserved for J.A. Williams High School during School Hours and subject to other fees as discussed throughout this Agreement
COMMUNITY HALL Devon Community Hall	Subject to Recreation Facility User and Rental Fees.
TENNIS COURTS BASKETBALL COURTS	No charge during school hours. *courts are not booked but a courtesy sign can be mounted*
MEETING/ MULTI-PURPOSEROOMS	Subject to Recreation Facility User and Rental Fees.
CURLING RINK	Subject to a general maintenance fee during school hours. Regular fees apply after school hours.
RUNNING TRACK	Subject to Recreation Facility User and Rental Fees.
FITNESS AREA	Subject to Recreation Facility User and Rental Fees.
BOXING RING	Subject to Recreation Facility User and Rental Fees.
PORTAGE COLLEGE AQUATIC CENTRE, 9116 95 St	
SWIMMING POOL	Subject to Recreation Facility User and Rental Fees.
MCARTHUR PLACE, 10307-100 St	
TEA ROOM	Subject to Recreation Facility User and Rental Fees.
MCARTHUR ROOM & KITCHEN	Subject to Recreation Facility User and Rental Fees.

JOINT USE FACILITIES

Division Facilities

Fees for profit groups for use of Division facilities shall be subject to the Division's procedure AP 543 Community Use of Schools.

No rental fees shall be charged to Community User Groups for the use of Division Facilities.

FACILITY	FEES
J.A. WILLIAMS HIGH SCHOOL	
GYMNASIUM	Subject to fees if a profit group
MULTI PURPOSE ROOMS	Subject to fees if a profit group
LIBRARY	Subject to fees if a profit group
FLEX AREA	Subject to fees if a profit group
CLASSROOMS	Subject to fees if a profit group
AURORA MIDDLE SCHOOL	
GYMNASIUM	Subject to fees if a profit group
LIBRARY	Subject to fees if a profit group
VERA M WELSH	
GYMNASIUM	Subject to fees if a profit group
LIBRARY	Subject to fees if a profit group
ÉCOLE PLAMONDON SCHOOL	
GYMNASIUM	Subject to fees if a profit group
LIBRARY	Subject to fees if a profit group

JOINT USE FACILITIES

Sport Fields

County Sport Fields:

All County Sport Fields listed in this Schedule shall be provided to the Division free of charge during regular scheduled School Hours subject to availability.

Name:	Amenities:	Location:
McArthur Park	2 slo-pitch ball diamonds 1 fastball diamond	9910 101 Avenue

NLSD Sport Fields:

Name:	Amenities:	Location
Aurora Sports Field	Football, soccer, baseball diamonds	9108 - 103 rd Street
Vera M. Welsh Field	Play fields	9912 - 103 rd Street
École Plamondon School Field	Baseball diamond, play fields	9814 - 100 th Street, Plamondon

SCHEDULE B
USER GUIDELINES

School Use of County Facilities
--

Eligible User Groups

For use of County facilities, School User Groups must:

- Be operating under the auspices of the school or school district, AND
- Have school staff participating in, or supervising the activity, AND
- Be covered by the school district's liability insurance

Eligible Activities

Activities accommodated include:

- Curriculum activity
- Inter-school events
- Programs sponsored by the school district which may be operated by a not-for-profit organization registered under the Societies Act of Alberta

Priorities for Use

1. Recreation activities within the County mandate, including community use.
2. Joint Use by schools.

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these User Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.
- Meet all requirements outlined in the rental or user agreement.
- Abide by all posted rules of the facility.

USER GUIDELINES

County and Community Use of Division Facilities
--

Eligible User Groups

For use of Division facilities under the Joint Use Agreement, user groups must:

- Be one of the following:
 - a County-sponsored or operated program/group, OR
 - a registered not-for-profit organization under the *Societies Act*, RSA 2000, c S-14, OR
 - an entity under part 9 of the *Companies Act*, RSA 2000, c C-21; OR
 - an entity enacted by special act of the Parliament of Canada, OR
 - a non-registered informal organization or group without paid leadership.
- Be covered by liability insurance

Eligible Activities

Activities accommodated include:

- Organized league sports
- Instructional recreation/sport activities (structured learning)
- Casual sport/recreation use (drop-in and/or occasional use)
- Occasional meetings of eligible user groups.

Priorities for Use

1. Activities within the Division's mandate, including all aspects as described under the *School Act*
2. Joint Use

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these User Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.
- Meet all requirements outlined in the rental or user agreement.
- Abide by all posted rules of the facility.

USER GUIDELINES

Division and Community Use of Sport Fields

Eligible User Groups

For use of sport fields,

School User Groups must:

- Be operating under the auspices of the school or school district, AND
- Have school staff participating in, or supervising the activity, AND
- Be covered by the school district's liability insurance

Community User Groups must:

- Be one of the following:
 - a County-sponsored or operated program/group, OR
 - a registered not-for-profit organization under the *Societies Act*, RSA 2000, c S-14, OR
 - an entity under part 9 of the *Companies Act*, RSA 2000, c C-21; OR
 - an entity enacted by special act of the Parliament of Canada, OR
 - a non-registered informal organization or group without paid leadership.
- Be covered by liability insurance.

Eligible Activities

- School curriculum activity, inter-school events, and sport programs.
- Major civic events
- County programs
- Community organized league sports, instructional recreation/sport activities and casual community sport/recreation use

Priorities for Use

During School Hours:

- Sport fields on Division Property are reserved for use by schools.

Outside of School Hours, priority usage is determined as follows:

1. School events and sport programs;
2. Major civic events;
3. County programs, School User Groups and Community User Groups scheduled through the established allocation process considering the time constraints and special needs of each group.
4. Other school use of fields.

Expectations of Users

Users are expected to:

- Meet the criteria in these User Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.
- Meet all requirements outlined in the rental agreement.
- Abide by all posted rules of the facility.

Note: Snow removal, lights and extra field markings can be available, upon request, for an established fee.

USER GUIDELINES

Endorsement Process for Facility Based Criteria
--

Permitted Use

Definition: An activity held in a facility or on a site that is specifically designed for that purpose.

Examples: Picnics in picnic sites, volleyball or basketball in a gymnasium, swimming lessons in pools.

Approval: Approvals are not required as long as the use meets the Eligible Activities requirements in Schedules B-1, B-2 or B-3 of the User Guidelines.

Discretionary Use

Definition: An activity held in a facility or on a site that is not specifically designed for that purpose, but is pre-approved by the facility owner based upon specific, pre-established conditions.

Examples: Soccer conditioning and/or practice in a gymnasium, marching band practice on playing fields.

Approval: As per requirements and conditions pre-established by the facility owner and endorsed by the Steering Committee. A list of requirements and conditions for “other approved uses” will be maintained by the Steering Committee.

Special Use

Definition: An activity proposed for a facility or on a site that is not specifically designed for that purpose and is not pre-approved by the facility owner.

Examples: Community festival in gymnasium, parking on sports fields.

Approval: A written request, which describes in detail the proposed event, is submitted to the affected Party or Parties at least 28 days prior to the event or activity. Consultation among affected JUA Parties is held in a timely fashion such that the applicant would receive notice of approval or refusal at least 21 days prior to event.

SCHEDULE C

DISPUTE RESOLUTION PROCEDURE

The County and the Division agree to use their best efforts to resolve any disputes arising between them with respect to this Agreement as efficiently and cost effectively as possible.

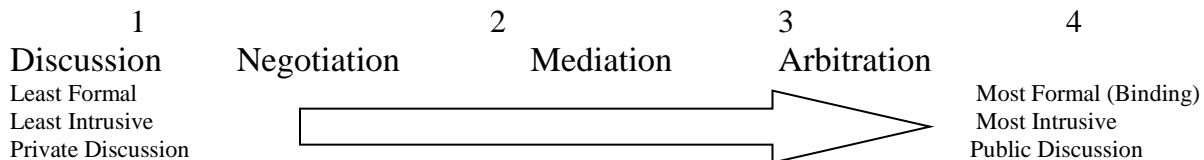
At all relevant times, the County and the Division shall:

- Make bona fide efforts to resolve all disputes by amicable negotiations; and
- Provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

In the event of a dispute between the Parties such dispute shall be resolved in accordance with this Schedule.

- In the event of a dispute arising between the Parties to this Agreement, then such issues shall be handled in accordance with the following terms:
 - 1.1. At all times, the Parties and the Steering Committee shall disclose relevant facts and information, to resolve issues in a timely manner.
 - 1.2. Should these efforts not resolve the dispute, the matter will be referred to the Chief Administrative Officer and the Superintendent to determine the appropriate process(es) from the following continuum:

Continuum for Appropriate Dispute Resolution (ADR)



1. **Discussion:** Opportunity for the Parties to discuss information, interpretation and understanding in an effort to resolve the dispute.
2. **Negotiation:** Opportunity for the Parties, with the new understanding and information, to discuss the issues and work towards a collaborative resolution that meets all Parties' needs to the greatest possible degree given the circumstances.
3. **Mediation:** Opportunity for Parties to have an external third party to facilitate a confidential interest-based without prejudice discussion to work towards a mutually satisfactory outcome.
4. **Arbitration:** The Parties present evidence to an Arbitrator who makes a binding decision regarding the dispute. The Arbitrator awards a decision which is a public document registered with the courts.

- 1.3. If the Chief Administrative Officer and the Superintendent cannot agree upon the appropriate processes from the continuum set out in s. 1.2, all processes will be followed in the order set out until resolution is achieved.
- 1.4. Any efforts to resolve a dispute between the Parties by negotiation (or any of the other collaborative processes), does not suspend the expiration of any time limitation for engaging in any other form of dispute resolution under this Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.
- 1.5. If any Party makes a decision required under a term or condition of this Agreement, which could not be settled by any of the earlier methods of dispute resolution (as defined here in this Schedule), the other Party may give written notice requesting that the matter in dispute be resolved in accordance with the arbitration provision listed above used method of resolution with the Commencement of the Arbitration as follows:
 - 1.5.1. An “arbitration may be commenced in accordance with s. 23 of the Arbitration Act, RSA 2000, c.A-43.
 - 1.5.1.1.
 - 1.5.2. An arbitral award rendered under this Schedule is final and binding on the County and the Division and there shall be no appeal of the decision to the courts or judicial review.

SCHEDULE D

BOOKING PROCEDURES

County & Community Use of Division Property
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Rationale: By making Division Property available during After School Hours, the Joint Use Agreement provides the citizens of Lac La Biche County with increased access to recreational opportunities and Lac La Biche County with additional space for recreational programming.

Availability:

The County and Community User Groups shall have access to specified Division Property after School Hours for recreational purposes, when those facilities are not required for school activities. Availability may vary by facility and charges may apply for certain facilities (see Schedule “A” for details).

The Division shall make gymnasiums and meeting rooms available to the community and the County on weekends/holidays (between the hours of 8:00 a.m. and 10:00 p.m.) and after School Hours on school days, as long as bookings do not conflict with school activities, which have priority over community use.

“After school hours” means the hours between 6:00 p.m. and 10:00 p.m.

School facilities may also be booked during School Hours, subject to the principal’s approval.

During the summer, school facilities may be booked by community groups and the County between the hours of 8:00 a.m. and 10:00 p.m., but such bookings must accommodate the summer maintenance schedule.

Computer labs, science labs, home economics facilities and other specialized areas are generally not available to the community and such bookings must receive special approval from the respective school division.

The Division reserves the right to decline booking requests for possible detrimental implications to the reputation of the Division.

Scope:

This access applies to Community User Groups meeting the eligibility requirements as specified in Schedule B-3.

Application deadlines:

Community User Groups wishing to book facilities must make application to the respective school in which they wish to book. The deadline for priority community bookings of school facilities is June 30th each year for the following school year.

Late applications are accepted at any time following the deadline and are approved based on the availability of space.

Scheduling Conflicts & Changes:

The school will make every attempt to avoid booking a school activity at a time that has been booked by a Community User Group or the County. However, if the Division must use Division Property after it has already been reserved for a Community User Group or the County, then the school shall notify the affected Community User Group or the County with the changes **at least two weeks** before the scheduled date. If possible, the Division will provide the Community User Group or the County with alternative space, when appropriate.

Use of Equipment:

Community User Groups and the County must request, at the time of bookings, all required facilities and equipment. The Division will provide sport nets; however, individual groups are responsible for providing all other equipment.

Supervision:

Community User Groups desiring the use of Division Property must provide the relevant school with the names of one or more persons connected with the group. These persons are responsible for supervising the participants before, during, and after the booking.

When the County is booking Division Property for a County-sponsored program, County supervision is required for the entirety of the program.

Property Damage:

The cost of any property damage (other than normal wear and tear) arising from the use of any of the facilities included in this Agreement, is assessed to and paid by the Party responsible for the activity that caused the damage. See Section 11.3 of the Agreement for details.

BOOKING PROCEDURES

School Access to County Facilities

***Note: This section excludes J.A. William High School attached to Bold Center**

Rationale: The intent of this part of the Joint Use Agreement is to provide the Division with access to a wide range of County facilities for educational purposes (when these facilities are not required for community recreational programs and activities).

Availability:

Schools shall have access, free of charge, to the County's Joint Use Facilities during the day for educational purposes when those facilities are not required for community recreational programs and activities. Availability may vary by facility and charges may apply for certain facilities (see Schedule "A" for details).

Scope:

This access applies to all Division schools in Lac La Biche County, excluding J.A. Williams High School as attached to the Bold Center multiplex.

Priority of Use:

During the school days, Priority Use of County Property is for special County events; municipal, provincial and federal elections; and regularly scheduled community activities.

Supervision:

School personnel are responsible for adequate supervision of all activities taking place within County Property. Supervision requirements may vary according to facility and/or type of program/activity.

Booking Procedures:

Schools wishing to book a facility on County Property should refer to the tables on Schedule "A" which list available County facilities and respective fees. Annual application deadlines are set for June 30th but bookings can be made at any time after these deadlines, subject to availability and a general administrative fee. All bookings shall be made through the Bold Center Booking Office.

Rental Fees:

No rental fees will be charged for Division use of County facilities during the school day for educational purposes, subject to Schedule "A".

Property Damage:

The cost of any property damage (other than fair wear and tear) arising from the use of any of the facilities included in this agreement, is assessed to and paid by the Party responsible for the activity that caused the damage. See Section 11.4 of the Agreement for details.

BOOKING PROCEDURES

J. A. Williams High School Access to County Facilities

Rationale: The intent of this part of the Joint Use Agreement is to provide the High School with access to a wide range of County facilities for educational purposes (when these facilities are not required for community recreational programs and activities).

Availability & Fees:

The High School shall have access to all three courts in Field House 2 in the Bold Center, free of charge, during School Hours for educational purposes.

The High School shall have access to Courts 2 & 3 in Field House 2 from Mondays to Thursdays on regular scheduled school days from 3:45 p.m. to 6:00 p.m. ("After School Hours"). Any additional slots shall be subject to regular booking fees.

The High School shall have eight (8) free tournament days. A tournament day is defined as Friday from 3:45 p.m. to 11:00 p.m., Saturday from 7:00 a.m. to 11:00 p.m. or Sunday from 7:00 a.m. to 11:00 p.m. Any additional requests shall be subject to regular booking fees and availability.

The High School shall also have access to the County's Joint Use Facilities during School Hours for educational purposes when those facilities are not required for community recreational programs and activities, subject to fees as set out in Schedule "A". Availability may vary by facility and charges may apply for extra services (e.g. additional lifeguards or instructors).

When the High School does not require Field House 2 during their regular allotted times, the High School shall provide the County with as much notice as possible in order to allow the County time to book the facility for community or County use.

Scope:

This access applies to the J. A. Williams High School as attached to the Bold Center multiplex.

Priority of Use:

During School Hours, priority use of Field House 2 shall be given to the High School for their school activities.

Exceptions to this include special County events that require both Field Houses. In the event that a special event requires Field House 2, the Steering Committee shall decide if

it is acceptable, and if so, the County shall provide the High School with another acceptable space for school activities.

After School Hours, Priority Use of Courts 2 and 3 of Field House 2 shall be given to the High School for their activities and programs. Priority Use of Court 1 shall be given to the County with the exception of High School senior league games that require all three courts.

Supervision:

The Division is responsible for adequate supervision of all activities taking place within County facilities or on County grounds. Supervision requirements may vary according to facility and/or type of program/activity.

Booking Procedures:

The High School wishing to book County facilities should refer to the tables on Schedule "A" which list available County facilities and respective fees.

- Regular School Days Operating from September to June:

For regular school days, the Bold Center Booking Office shall automatically reserve Field House 2 for the High School's exclusive use during School Hours. The High School shall provide the Bold Center Booking Office with an annual school schedule by June 30th before the next school year. Bookings made after this deadline are subject to availability and a general administrative fee.

Exceptions to this include special events that take place at the Bold Center that require Field House 2 for community events. Special events must be booked at least one (1) month prior to the date of the event. The Steering Committee will meet to decide if the request can be accommodated and if it is, will provide alternate space for the High School's activities during that time, if required.

If the High School wishes to book other facilities on County Property, their request shall be subject to availability. Some facilities may be subject to a fee, as set out in Schedule "A".

- After School Hours:

The Bold Center Booking Office shall automatically reserve Court 2 and Court 3 on Field House 2 for the High School from Monday through Thursday on school days between the hours of 3:45 p.m. to 6:00 p.m. School days exclude summer school during the months of July and August. If the High School wants use of Court 1 for senior league games, it shall provide the Bold Center Booking Office with its request by September 15th of each school year. Bookings made after this deadline shall be subject to availability and to a general administrative fee.

The County has access to Court 1 on Field House 2 at 4:00 p.m. on regular scheduled school days.

The High School shall notify the Bold Center Booking Office by September 15th of bookings that may go past the allotted 6:00 p.m. timeline for scheduled league games and other possible scheduled events, weather permitting. For senior league games that are hosted in Field House 2, the High School shall have access to all three courts until 8:00 p.m., if required. If there are additional requests, they shall be reviewed by the Steering Committee and can be booked one (1) month before the date of the event to allow time for Community User Groups to make requests. These additional requests shall be subject to regular booking fees.

- Summer School:

The High School has physical education classes in the month of July from 8:30 a.m. – 1:00 p.m. When feasible, the High School shall make every effort to use Sports Fields or other outside facilities or grounds for their programs. When weather does not permit or when performing the program out of doors is not plausible, the County shall find a space for the High School's use during the hours mentioned above.

Property Damage:

The cost of any property damage (other than fair wear and tear) arising from the use of any of the facilities included in this agreement, is assessed to and paid by the Party responsible for the activity that caused the damage. See Section 11.4 of the Agreement for details.

SCHEDULE E
JOINT USE SPACE

Rationale: The intent of this part of the Joint Use Agreement is to provide the High School and the County with details and procedures in regards to the Joint Use Space that the Parties share.

Scope: This Schedule applies to the High School and the County.

The Joint Use Space is shown in the diagram below. It consists of Field House 2 and gym storage room.

Maintenance, Improvements & Replacement Costs:

Costs \geq \$5,000 (Capital Costs)

The Steering Committee shall meet annually to put together a budget and life cycle for the following year and determine yearly contributions for the Joint Use Space. These contributions shall be funded by both parties in accordance with Schedule "T". These funds shall be used for capital costs and improvements of the joint use space that are \$5,000 and above.

Costs $<$ \$5,000 (Operational Costs)

Operational costs are those costs that are under \$5,000 which are required for maintenance, including materials and equipment, services (including custodial), labour and equipment. Operational costs shall be shared by both Parties in accordance with Schedule "T".

The County shall receive consent from the High School Principal prior to purchasing any good or service. If the High School is not in agreement with the expense, the issue shall follow the dispute resolution escalation process in Article 13 of the Agreement and in Schedule "C".

The High School shall pay a portion of all operating costs including materials and equipment, services (including custodial), maintenance, labour and equipment, in accordance with Schedule "T" for the Joint Use Space. The County shall invoice the High School semi-annually for the operating costs.

For any costs that are labour related and performed by County staff, the High School shall pay a portion (in accordance with Schedule "T") of their respective hourly rate.

Utility Costs:

The County shall pay all utilities fees for the facilities located in the Bold Center and then shall invoice NLSD on a monthly basis for the proportionate cost of the utilities, gas and power fees in Field House 2 based on the following calculation:

Cost, times the percentage of area used, times the number of hours per day used, times the number of days per month used, divided by the number of hours in a day, times the number of days in a month.

$$\frac{\text{COST} \times \% \text{ OF AREA} \times \# \text{ OF HOURS} \times \# \text{ OF DAYS PER MONTH}}{24 \text{ HOURS IN A DAY} \times \# \text{ OF DAYS IN A MONTH}}$$

After the first full year of operation, the Parties shall review costs and determine if the division of costs is fair and equitable. These are subject to change if agreed to by both Parties.

Custodial:

The County custodial personnel shall be responsible for performing custodial duties of Field House 2 at the end of each school day. These duties must be completed prior to the High School's next scheduled use.

These duties shall include:

- Daily sweeping of floors in Field House 2
- Daily disposal of garbage
- Daily spot cleaning
- Ride-on scrubbing of the floors 2-3 times (as required) per week. Staff shall scrub the floor once on weekends and once or twice during the weekdays.

Staff shall use their best efforts to schedule cleaning times when Field House 2 is not in use. However, there may be times when cleaning must be performed during the High School's scheduled times. If this is required, the cleaning time must be approved by the High School Principal.

Banners:

The County agrees to allow the High School to put school banners in Field House 2.

All banners must be pre-approved by the County prior to their erection in the field house.

The High School shall be responsible for all costs involved in the school banners and any renovations or alterations required to have them erected in Field House 2.

Gym Storage:

Both Parties each have their own gym storage rooms for items such as balls, rackets, etc.

The Parties shall share the gym storage as identified in this Schedule. The items that shall be shared shall include but are not limited to volleyball poles and nets, badminton nets, referee stands, score clocks, benches, and mats.

The High School Athletic Director and the Recreation Program Coordinator, or designate, shall make a list of replacement items to be presented to the Steering Committee in May of each year, or other time as agreed upon.

The replacement costs of these items shall be equally shared.

Program Coordination:

In order to maximize efficiency and reduce the amount of set-up and take-down in Field House 2, the High School Athletic Director and the Recreation Program Coordinator, or designate, shall work together to coordinate programming, as is practical.

By June 30th before the next school year, the High School Athletic Director shall provide the Recreation Program Coordinator with the physical education schedule for the school year. The Recreation Program Coordinator shall aim to schedule community events of similar activities in conjunction with the High School, when possible and practical.

When coordination can be achieved, the High School Athletic Director and Recreation Coordinator shall maintain communication in order to maintain a schedule ("Program Coordination Schedule") for when set-up and take-down occur.

The High School shall be responsible for taking down all equipment and clearing Field House 2 after its daily use and prior to the change-over when the County gets usage, subject to the Program Coordination Schedule.

The County shall be responsible for taking down all equipment and clearing Field House 2 after its daily schedule and prior to the change-over when the High School gets usage, subject to the Program Coordination Schedule.

Snow Removal & Maintenance

The County shall be responsible for contracting maintenance, including snow removal services for parking lots at Bold Center and the High School. The County shall invoice the High School semi-annually for the number of designated teacher and student parking stalls, as outlined in Schedule "H".

The High School shall be responsible to perform snow removal on all exterior doors and sidewalks within their leased space as stated in the J.A. Williams High School Ground Lease, signed January 17, 2014

Grass Cutting

The County shall be responsible for grass cutting services for the areas surrounding Bold Center and the High School shall be responsible for cutting grass for the areas surrounding the High School.

The High School shall be responsible to perform outdoor maintenance in the areas as indicated in the J.A. Williams High School Ground Lease, signed January 17, 2014.

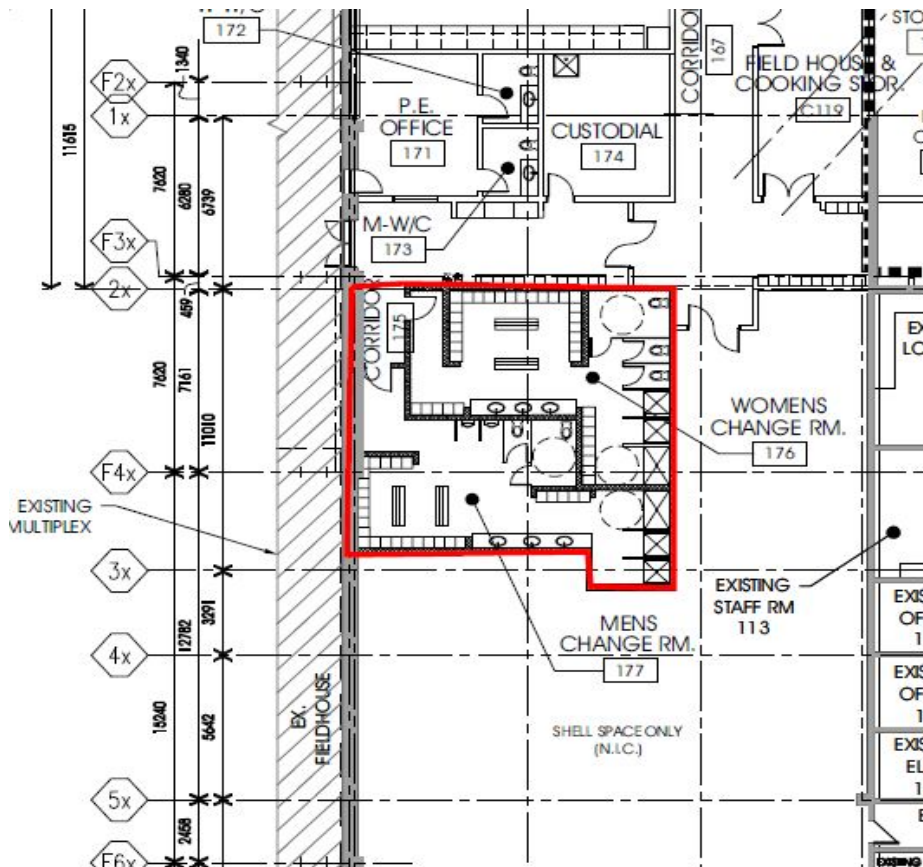
Sponsorship

The Parties both agree to seek sponsorship opportunities in the Joint Use Space. Any new sponsorship in these joint use areas must receive final approval from the Steering Committee.

Clarification on Additional Space

■ Change Rooms

The change rooms in the following diagram are for the exclusive use of the High School. All costs associated with the change rooms shall be the sole responsibility of the High School.



SCHEDULE F

DISCIPLINARY / CONDUCT POLICY

Rationale: The intent of this policy is to provide direction and procedures to be taken by the High School and the Bold Center staff in regards to disciplinary action for students in the Bold Center. This policy is also the code of conduct for the students.

Scope: This Schedule applies to J.A. Williams High School and the County.

Bold Center Rules & Regulations:

Students will be treated as patrons of the Bold Center when frequenting the facility before school hours, during school breaks and lunches and after school hours.

As patrons, students will abide by and be subject to all rules and regulations as set out in the Bold Center Rules and Regulations. A copy shall be provided to the Division on an annual basis. The County reserves the right to limit or restrict access of the Bold Center, subject to the procedures as set out in the Bold Center Rules and Regulations.

The County cannot limit or restrict students' access to the Joint Use Space when they are used during school hours for an educational purpose with the High School.

If a student fails to comply with the Bold Center Rules and Regulations at the Bold Center, County staff shall notify the school and follow the Bold Centre Rules & Regulations. The High School reserves the right to discipline students for infractions incurred in the Bold Center during school hours.

The High School shall be provided with a copy of the Bold Center Rules and Regulations. If the rules get updated, the County shall forward the amended copy to the High School for its reference.

Student Access to Bold Center During School Hours:

The High School and the Bold Center shall work together to ensure that only students with their spare cards are allowed in the Bold Center during school hours.

Grade 12 students that have designated spares shall be issued a spare card from the High School.

If students try to make a purchase or use the Bold Center facility during school hours, Bold Center staff shall ask to see their spare card. If they do not have their spare card, they will be asked to return to school. The Bold Center shall contact the High School if there are any issues and the High School shall promptly address the issue.

Bold Center staff shall not be responsible for monitoring students and ensuring their attendance in school classes.

During School Hours, Bold Center staff reserve the right to ask students to return to the school if their presence is causing a negative impact on other patrons of the facility.

Off-Campus Suspensions and Expulsions:

The Bold Center reserves the right to restrict access to the facility to a student during the time that the student is suspended or expelled from the High School.

SCHEDULE G

HEALTHY FOOD CHOICES & ALTERNATIVES

Rationale: The County and the High School are committed to promoting healthy eating and healthy weights for children and youth, and as such agree to follow the Alberta Nutrition Guidelines for Children and Youth at the Bold Center. It is important that they can access healthy food choices when they visit the Bold Center.

Scope: This Schedule applies to J.A. Williams High School and the County.

Guidelines: The County should ensure that the Bold Center vending machines contain healthy food options that are competitively priced relative to less nutritious foods. Further to this goal:

- All vending machines should contain healthy food options from the Choose Most Often category found in the Alberta Nutrition Guidelines for Children and Youth.
- Healthy food options should be placed where they can be seen.
- Healthier foods should be displayed alongside foods of similar types. For example, whole grain cereal bars next to chocolate bars and milk next to soft drinks.
- Healthy food choices should be displayed more prominently than less healthy food choices. For example, milk should be displayed at eye level with soft drinks positioned adjacent but just below.
- A premium should not be charged for healthy food options. A lower profit margin on healthier foods can be compensated for an increased profit margin on less healthy foods.
- Healthier food options should be fresh, convenient, attractively packaged and prominently displayed.
- The nutritional value of healthier food items should be advertised.
- An identifiable rating system should be established to showcase nutrient-rich foods.
- As perishable items will require frequent monitoring to ensure freshness and safety, set up a tracking system for these foods

Examples of Healthier Food Options:

1. Beverages

- Milk: skim, 1%, 2% and flavoured calcium and vitamin D fortified soy beverages
- Water: plain, sparkling, flavoured
- Juice: 100% real fruit/vegetable juices

2. Vegetables & Fruit
 - Fresh fruit
 - Smoothies made from frozen fruit, milk and plain yogurt
 - Vegetables with or without low-fat dips
 - Baked potato wedges
 - Tomato salsa as a dip
3. Grain Products
 - Whole grain, low fat crackers (with or without cheese)
 - Pretzels
 - Whole grain cereal bars
 - Puffed or baked snack chips
 - Whole grain and corn snacks
 - Whole grain bagels, muffins, breads, cereals
 - Baked whole grain pita bread chips
 - Popcorn
4. Milk & Alternatives
 - Milk: skim, 1%, 2% and flavoured calcium and vitamin D fortified soy beverages
 - Fresh and frozen low-fat yogurt and cheese sticks
 - Yogurt drinks
5. Meat & Alternatives
 - Trail mix (nuts, dried fruit and whole grain cereal)
 - Plain unsalted nuts
 - Beans, lentils and tofu products
 - Nuts, soy nuts
 - Beef jerky
 - Ready-to-eat canned light tuna, packed in water
 - Lean, low-salt, meats and poultry
6. Mixed Meals
 - Sushi
 - Dahl with whole wheat naan or roti
 - Whole wheat burritos and wraps with lean meats and vegetables
 - Rice bowls with lean meats and vegetables
 - Sandwiches on whole grain breads
 - Chili, “Sloppy Joes” or hamburger soup served with a whole grain bun
 - Pizza made with a whole grain crust, lean deli meats, vegetables and low-fat cheese

Implementation:

The County agrees that when negotiating new agreements or renewing agreements with vendors and food service operators, they will ensure that the policy set out in this schedule for healthy food choices and alternatives is followed.

SCHEDULE H

PARKING POLICY

Rationale: The intent of this policy is to define specific parking zones and provide guidelines and procedures for staff parking, student parking, and public parking.

Scope: This Schedule applies to J.A. Williams High School and the County.

The following diagram displays the parking available at the Bold Center and High School.

High School Parking:

The High School and the Library shall be allotted designated parking stalls near the front of the High School's entrance as indicated in the diagram.

Students shall park in the designated student parking area as identified in the diagram. Students must register their vehicles with the High School and obtain a parking pass if they wish to park during School Hours.

The High School shall be responsible to monitor student parking. If dangerous behaviour is observed, the local RCMP or a local towing company can be contacted. The High School agrees to disclose license plate number of student-registered vehicles to the County for parking lot monitoring.

Bold Center Staff Parking:

Bold Center staff shall park at the East parking lot of the Bold Center.

Parking Signs:

The High School shall be responsible for purchasing the parking signs for the teacher and student parking and for reordering and reinstalling the signs as necessary.

SCHEDULE I

SCHOOL / BOLD CENTER HOURLY USAGE

Rationale: The intent of this policy is to determine the amount of available use that each Party has in regards to Fieldhouse 2. Based on the percentage of usable hours that each Party has, the Parties shall be responsible for paying its proportionate costs for capital and operational expenses for the Joint Use Space.

Scope: This Schedule applies to J.A. Williams High School and the County.

School / Bold Center Hour Usage:

The calculations for each Party's Field House 2 usage has been calculated using total available hours of Field House 2, non-usable hours (for maintenance/cleaning/holidays), High School usage hours (regular school days/ afterhours/ tournament days/ summer school), and County usable hours.

Based on the worksheet below, the County shall be responsible for paying 56% of all capital and operational expenses of the joint use operations as identified in this Agreement. The High School shall be responsible for paying 44% of all capital and operational expenses of the joint use operations as identified in this Agreement.

School / Bold Center Hour Usage

Field House 2 - Total available hours year round	Start time	End time	# hrs	# days/year	Total # of hrs
	6:00	23:00	17	363	6171

Non Usable Hours	Start time	End time	# hrs	# days/year	Total # hrs
Mornings (cleaning)	6:00	7:00	1	363	363
Evening (cleaning)	22:00	23:00	1	363	363
Summer maintenance	7:00	22:00	15	14	210
				Total:	936

High School Usable Hrs:	Start time:	End time:	# hrs	# days/year	Total # of hrs
School Days	7:00	16:00	9	200	1800
After Hours	16:00	18:00	2	160	320
Tournament Days	7:00	19:00	12	8	96
Summer School (July)	8:30	13:00	4.5	21	94.5
				Total:	2310.5

County Usable Hours	Total available hours:			6171
	(minus non usable hours)			936
	(minus High School hours)			2310.5
	Total County Usable Hours:			2924.5

High School % used of usable hours: 44%

County % used of usable hours: 56%

Annual Review:

This worksheet shall be reviewed annually to determine each Party's use of the space and to accurately reflect each Party's financial contributions towards joint use operations.

LAC LA BICHE COUNTY POLICY

TITLE: Lac La Biche County's Employment Conditions Policy	POLICY NO: CS-03-014
RESOLUTION:	EFFECTIVE DATE: September 24, 2013
LEAD ROLE: Manager, Human Resources	NEXT REVIEW DATE: October 28, 2016
SPECIAL NOTES/CROSS REFERENCE: Procedures: CS-03-014-01 to CS-03-014-19	AMENDMENT DATE: October 28, 2014

POLICY STATEMENT:

It is the policy of Lac La Biche County to ensure the sound, consistent and effective administration of the terms and conditions of employment across the organization.

General Statements:

a) Authorities for Personnel Management Actions

Lac La Biche County Council has delegated, subject to consistency with the budget approved by the Council, all authorities for all Human Resources management actions to the Chief Administrative Officer, as per the Chief Administrative Officer Bylaw No. 14-041 and amendments thereto, as well as the Municipal Government Act, sections 203(1) and 207. The Chief Administrative Officer has the authority to further delegate certain personnel management actions.

b) Code of Ethics

Lac La Biche County conducts business in an open and ethical manner by creating a workplace built on the strength of trust, accountability, and integrity in all its business practices. It is the responsibility of every employee to build and maintain the code of ethics by supporting, and actively participating in the process.

c) Mutual Respect

Lac La Biche County promotes responsibility, mutual respect, civility and professional excellence in a safe work-environment.

d) Employment Equity

Lac La Biche County is an equal opportunity employer and is committed to the principles of employment equity and providing equal opportunities for employment in relation to remuneration, promotion and training based on job-related factors including performance, knowledge, ability and experience.

e) Hiring Process

Lac La Biche County practices equal opportunity and fair hiring processes when filling vacancies, and hires qualified and suited individuals to ensure the success of its operations.

f) Recruitment and Retention Strategy

Lac La Biche County will support and adhere to a Recruitment and Retention Strategy. The overall goals of the strategy are to attract and retain top quality, productive staff that positively contributes to achieving the County's organizational and operational objectives.

g) Employee Orientation

Lac La Biche County ensures that all new employees are provided with an orientation designed to familiarize them with their responsibilities, services and functions.

h) Employee Occupational Health & Safety

As part of the municipality's continued commitment to Occupational Health & Safety as it relates to employees and the organization as a whole, all new employees will be given a safety orientation upon commencement of employment and will be provided updates as required.

i) Staff Identification

Lac La Biche County will issue photo identification badges to all employees to ensure County employees are easily identifiable by the public.

j) Confidentiality

Lac La Biche County employees shall not disclose confidential and proprietary information gained through the course of their employment, in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (FOIPP).

k) Employee Files Management

Lac La Biche County ensures that all employee files are maintained in a confidential manner, in accordance with the provisions of the Alberta Employment Standards Code and the Freedom of Information and Protection of Privacy Act (FOIPP).

l) Classifications of Work Relationships

Lac La Biche County will establish various position classifications within the organization to meet the needs of the variety of provided programs and services.

m) Hours of Work

Lac La Biche County has various operational and service requirements and will set and manage hours of work accordingly.

i. Flex Time:

Lac La Biche County supports flex time arrangements for reasons such as to enhance employees' job satisfaction, boost productivity, support work/life balance and decrease the total amount of time spent commuting to and from work. The approval of flex time arrangements will be based upon the ability of the municipality to accommodate such requests.

ii. **Overtime Management:**

Lac La Biche County may require employees to work overtime during busy times in order to ensure that specific projects, products or assignments are completed on time. The organization is committed to providing employees with appropriate compensation for overtime hours worked, in accordance with applicable federal or provincial legislation.

iii. **Absenteeism Management:**

Lac La Biche County strives to reduce absenteeism by fostering an inclusive, supportive, progressive, nurturing and understanding workplace environment. The municipality will deal with absenteeism in a professional, supportive and consistent manner.

n) **Telework Arrangements**

Lac La Biche County supports telework arrangements for reasons such as to enhance employees' job satisfaction, boost productivity, support work/life balance and decrease the total amount of time spent commuting to and from work. The approval of telework arrangements will be based upon the ability of the municipality to accommodate such requests.

o) **Retirement Planning**

Lac La Biche County provides a pension plan to assist employees in preparing for their retirement. The municipality is also committed to succession planning and counselling employees in their retirement planning.

p) **Termination Process**

All terminations and severance pay will be conducted and distributed at a minimum according to *Alberta Employment Standards Code* guidelines, unless otherwise agreed.

Chief Administrative Officer

Date

Mayor

Date

LAC LA BICHE COUNTY PROCEDURE

TITLE: Hiring Process Standard Operating Procedure

PROCEDURE NO: CS-03-014-06

SPECIAL NOTES/CROSS REFERENCE: POLICY CS-03-014 AMENDMENT DATE:

1.0 Specific Objectives

- Provide guidelines on how supervisors can request a vacant position be filled;
- Procedures for internal job postings;
- Procedures for external job postings;
- Describe the application process for potential candidates;
- Outline the candidate screening process;
- Outline the interview process;
- Procedures for internal transfers;
- Procedures for reference checks;
- Outline procedures for offers of employment;
- Overview of probationary periods;
- Outline potential hiring conflicts.

2.0 Procedures

2.1 Guidelines on how supervisors request a vacant position be filled:

All requests for new or additional personnel shall be directed, in writing, using the Recruitment Commencement Form to Human Resources for processing. The Recruitment Commencement Form can be requested from Human Resources. Personnel requests shall include, but may not be limited to; the position title, essential job functions, necessary qualifications, budgetary impact, reasons for the manpower need and the hours/shifts required.

2.2 Procedures for Internal Job Postings:

- a) When operational requirements permit, Human Resources will circulate new employment postings internally on the County Email and/or Intranet.
- b) This process is designed to give current employees first priority in consideration for new employment opportunities within the organization, and to promote applicable employees whenever possible.
- c) Qualified applicants currently working for the organization shall remain subject to the normal hiring processes, including interviews, reference checks and formal offers of employment.

2.3 External Job Postings:

- a) All permanent position vacancies will be advertised externally by Human Resources. Based on operational requirements, posting for other types of vacant positions (i.e. casual positions) may be advertised externally.
- b) Human Resources shall be responsible for the placement of all recruitment advertisements.

2.4 Application Process:

- a) Applicants must submit a resume for each position for which they are applying. Resumes must be forwarded by the candidates themselves to Human Resources.
- b) All resumes/applications will be collected and documented by Human Resources.

2.5 Screening Process:

- a) A screening/interview panel will be established to manage each competition. The screening/interview panel will comprise of a representative from the Human Resources Department, the position's immediate supervisor (or designate) and one other County employee (who must be employed at the equal level of responsibility or higher of that of the vacant position).
- b) All panel members can receive in-house training in relation to interview procedures and employment legislation standards.
- c) A screening tool will be comprised of a set of measurable criteria based on the positions' educational and experience prerequisites in accordance with the job description.
- d) All resumes will be screened and the most qualified candidates will be interviewed.

2.6 Interview Process:

- a) Interview questions shall be compiled by Human Resources, in consultation with the related position's supervisor or designate.
- b) Interviews shall be scheduled and facilitated by Human Resources.
- c) The Manager and/or the General Manager (as appropriate) shall make hiring recommendations based on organizational hiring practices, departmental needs, results of interview scoring process, results of related reference checks and in accordance with legislative requirements.

2.7 Internal Transfers

The following procedures must be followed when there is an internal transfer:

- a) Employees are encouraged to apply for internal and externally posted job openings, and will be considered on the basis of their qualifications and potential for success in the position.
- b) Human Resources will maintain confidentiality pertaining to the employee's application for employment opportunities.
- c) If an internal candidate is successful in obtaining a different position, the employee must advise their current supervisor of the offer of employment within 2 working days of accepting the offer.
- d) Employees are encouraged to give their current supervisor a minimum of two weeks' notice. When at all possible, the employee, the current supervisor and the new supervisor will work

together to choose a start date which takes into account the needs of the organization while still acknowledging the needs and wishes of the employee. If an agreement cannot be reached, the CAO or designate will take all business and employee needs into account and have the final decision surrounding the start date.

- e) Internal transfers may or may not change an employee's original hire date/anniversary date with the organization and, depending on the transfer, may not impact their current benefit entitlements unless otherwise stated in the employment contract.
- f) Internal applicants who are not selected for the position shall be notified by the related Supervisor, Manager and/or Human Resources.

2.8 Reference Checks:

- a) Before any candidate may be approved for an offer of employment, reference checks must be conducted by Human Resources.
- b) Candidates applying for employment with the organization must go through the defined selection process to assess their knowledge, skills and abilities, experience and personal suitability. Human Resources shall use reference checks to confirm the candidate's experience and skills to perform the duties of the position for which they are applying, as well as the intangible factors which will lead to the best possible person-organization fit.
- c) Reference checking questions must be job-related.
- d) Human Resources will be required to document all conversations that occur during the reference checking process. These notes shall be maintained in a confidential file with other selection materials.
- e) The following questions are prohibited on the grounds of Human Rights:
 - i. Age
 - ii. Race
 - iii. Creed
 - iv. Disability
 - v. Marital Status
 - vi. Gender
 - vii. Sexual Orientation
 - viii. Citizenship
 - ix. Political Beliefs
- f) In the event that it is determined that the candidate has supplied falsified information, or misrepresented the facts of their application, this shall serve as grounds for immediate disqualification from consideration for the position or immediate termination of employment if the misrepresentation is found after employment has commenced.
- g) The overall results of the reference checks can be shared with the interview panel to assist them in recommending the successful candidate. Human Resources should avoid using specifics feedback identifying specific references. Human Resources should provide only an accumulative general overview to the panel. The interview panel shall keep all reference check results confidential (this includes not sharing the results with the candidate and co-workers and not having direct contact the references).

2.9 Offers of Employment

- a) Human Resources shall give a conditional offer of employment to applicants that have been selected through the application and interview process.
- b) Job offers shall be contingent on the applicant's agreement to abide by County policies and procedures, successful reference checks, and the ability to meet any other conditions applicable to the position that are required of the employee.
- c) All offers of employment must be in writing. Each offer letter is a legal document that will include the following elements: the employee status; reporting structure; hours of work; pay, benefits, vacation days; the terms and conditions of employment, including the probation period; the amount of relocation fund provided and repayable terms, if applicable, conditions of employment and behaviour expectations. The legal disclaimer section regarding termination will conform to, and be in the accordance with, Alberta Employment Standards Act.
- d) Every employment offer document will be created in a similar format with all sections being consistent, for all employees, including all levels of management. More complicated professional or managerial offers may need to be reviewed by legal counsel. Each offer letter advises the candidate to seek legal counsel.
- e) All employment offers will be signed and dated by the candidate before commencement of employment. Where applicable, the offer letter may be reviewed by senior management and the CAO.
- f) Should the applicant accept an offer of employment from the County, he/she will be considered an employee and provided with a start date and required location to report for duty.
- g) Initial employee orientation shall be provided within the first two days of employment, coordinated by Human Resources, and will include information deemed essential for the employee to be aware of, including workplace policies, rules and regulations, and other job specific information designed to assist the employee in his/her duties. Authorization forms and policies shall be signed during this period of orientation. Further orientation will be provided to the employee on an ongoing basis pertaining to the position, the organization and any ongoing changes to organizational practices, policies and procedures.

2.10 Reimbursement of Moving Expenses for New Employees

- a. General:
 - i. When recruiting for senior managerial position vacancies, or for positions for which suitably qualified candidates are not available locally, the municipality may assist successful candidates with relocation expenses incurred. The new employee may be reimbursed in accordance with percentages set by the Chief Administrative Officer at the time of offer.

- ii. Upon prior approval from the Chief Administrative Officer (or designate) the municipality will reimburse those individuals who were invited to any interview and incurred significant travel expenses.

b. Requirements:

The successful candidate and the Chief Administrative Officer (or designate) will agree upon expenses to be reimbursed prior to the actual incurring of relocation expenses by the successful candidate. The County will not reimburse expenses that were incurred prior to any such agreement.

2.11 Employment Diligence

- a) Lac La Biche County has a duty to protect ratepayers, customers and staff from unnecessary risk and to ensure that County operations are administered with due diligence. It is the policy of the County, when recruiting to certain specified positions, to screen potential appointees and volunteers in accordance with the provisions of Table B (on the following page): Positions Requiring Verification of Medical, Criminal, Child Welfare Interventions, or Driving Record History and Updates Thereto, on the condition it is made clear that such checks are a condition of employment **or of continued employment**, or of acceptance as a volunteer in the position for which application has been made.
- b) Notwithstanding Table B, any employee who is appointed to a position, for which a **pre-employment verification of his/her driving record is required, shall undergo an annual review of his or her driving record** to ensure that it remains satisfactory to the County. An employee who fails to comply with this requirement or whose driving record is deemed to be unsatisfactory shall, if an opportunity exists, be transferred to a suitable position in which the operation of vehicles or equipment is not required. In the absence of a suitable position, the employee's employment with the County shall be terminated. Notwithstanding the foregoing, when possessing a valid drivers' license is required for a position and the employee does not have a valid drivers' license, or it is suspended or revoked, the County may terminate the employee's employment for just cause.
- c) Applicants for vacant positions or employees who are being considered for transfer or promotion to one of the positions noted in Table B must have and maintain requirements for the position at all times.
- d) From time to time, Lac La Biche County may revise the list of positions set out in Table B.

e) **Table B:**

Positions Requiring Verification of Medical, Criminal, Child Welfare Intervention, or Driving Record History and Updates Thereto

<i>POSITION</i> <i>(Check mark indicates required verification)</i>	<i>MEDICAL</i>	<i>CRIMINAL RECORD</i>	<i>CHILD WELFARE INTERVENTION CHECK</i>	<i>DRIVING RECORD ABSTRACT</i>
Chief Administrative Officer	√	√	√	√*

General Manager	√	√	√	√*
Department Manager, Economic Development Officer	√	√	√	√*
Planning and Development Officer	√*	√	√	√*
Community Peace Officer/Liaison	√*	√* + VS	√*	√*
Administrative Clerk in every department, including, but may not be limited to: Executive Assistant to CAO, Legislative Services Clerk, Human Resources Clerk, All Finance Clerks, P&D Clerk, Environment and Agriculture Services Clerk, Community Services Clerk, Operations Clerk, Utility Clerk, Recreation Clerk, Executive Assistants, Customer Service Representative, All Seasonal Clerks	√	√	√	√*
Social Work Student		√* + VS	√*	√
All Foreman positions	√*	√	√	√*
Grader/Equipment Operators	√*	√	√	√*
Utility Operators; including seasonal	√*	√*	√	√*
Mechanics, Automotive Technician, Parts Technician, Electrician, Carpenter	√*	√*	√	√*
Facilities Maintenance Worker, Custodian	√*	√*	√	√*
Coordinators including: GIS Coordinator, IT Coordinator, Environmental Field Coordinator, Agricultural Fieldman, Health & Safety Coordinator, Civil Engineering Technologist, Senior Accountant, Aquatic Services Coordinator, Capital Reporting Accountant, Research Coordinator, Payroll & Benefits Coordinator, Records Management Coordinator, Rural Resource Recovery Coordinator	√*	√*	√*	√*
GIS Technician, Help Desk Analyst, Systems Analyst	√*	√	√	√*

Recreation Staff including: Recreation/Culture Program Coordinator, Facilities Coordinator Recreation/Culture, Facility Operator II, Facility Operator I, Parks and Open Spaces Coordinator, Recreation/Culture & Facilities Clerk, Events and Facilities Liaison, Lifeguard I, Lifeguard II, Lifeguard III, Fitness Instructor, Specialty Course Instructor	√*	√* + VS	√*	√*
Human Resources Consultant	√*	√	√*	√*
Bold Center Employees	√*	√* + VS	√*	√*
FCSS Program Coordinator, Parent Link Programmer, Para transit Bus Driver	√*	√* + VS	√*	√*
Surveyors	√*	√	√	√*
Landfill Operators	√*	√	√	√*
Fire Guardian (Seasonal)			√	√*
Environmental Technicians, Weed Inspectors (Seasonal)		√	√	√*
Infrastructure Services Mower Operators, and Labourers (Seasonal)		√	√	√*
Assistant Program Coordinator, Summer Program Leaders, Summer Recreation Worker (Seasonal)		√* + VS	√*	√*
IT Technologist (Seasonal)		√*	√	√
RAP Students, Work experience students (over the age of 18)		√*	√	√ -over the age of 16
<i>* An asterisk following the check mark indicates requirement for annual update.</i>				
<i>+VS Criminal Record Check requires the addition of vulnerable sector check</i>				

f) Procedure - Pre-employment Medical

- (i) Candidates will be notified of the requirement for a pre-employment/pre-promotion/pre-transfer medical assessment.
- (ii) During the interview, the candidate will be asked if she or he has any health-related conditions which would affect his or her fitness to satisfactorily perform the job.
- (iii) The chosen candidate can be given a conditional offer of employment pending the results of the medical assessment. The candidate will be asked to obtain a medical assessment of her or his fitness to perform satisfactorily in the job. A copy of a **summary of the job duties**, together with a copy of the Physician Assessment Form shall be provided to the candidate for the Physician's reference and use.

- (iv) The candidate shall be informed that the results of the medical assessment will be held in strictest confidence by Lac La Biche County.
 - (v) The candidate shall be informed that any costs for this medical assessment should be paid by the candidate but, with appropriate receipts, may be submitted to Lac La Biche County for reimbursement.
 - (vi) The candidate shall obtain a sealed copy of the Physician's Assessment and shall provide it to the County, to the attention of the Manager of Human Resources.
 - (vii) In the event that the candidate is judged medically unfit to successfully carry out the duties of the position, the candidate shall be informed at the County's earliest convenience that he or she is not the successful candidate for the position.
- g) Procedure - Criminal Records Check
 - (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-transfer criminal records check.
 - (ii) During the interview, the candidate will be asked if she or he has any outstanding charges or previous criminal convictions which could compromise, or which might be seen to compromise the candidate's ability to perform the job.
 - (iii) If required, the chosen candidate will be asked to obtain a Criminal Record Check.
 - (iv) The candidate shall be informed that the results of the Criminal Records Check will be held in strictest confidence by the County.
 - (v) The candidate shall be informed that any costs for this Criminal Records Check should be paid by the candidate but, with appropriate receipts, may be submitted to the County for reimbursement.
 - (vi) It is the responsibility of the candidate to provide an official copy of the Criminal Records Check report to the attention of the Manager of Human Resources.
 - (vii) Where the check reveals the existence of a prior conviction/outstanding charge, the CAO or responsible General Manager, in consultation with the Manager of Human Resources will determine if the conviction/charge is relevant to the position at hand.
 - (viii) If the conviction/charge is relevant, the candidate shall be informed, at the County's earliest convenience, that he or she is not the successful candidate for the position.
 - (ix) If the convictions/charges are not relevant, the County will proceed with the hiring process.
- h) Procedure – Child Welfare Intervention Check
 - (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-

transfer Child Welfare Intervention Check or Vulnerable Sector Check.

- (ii) During the interview, the candidate will be asked if she or he has any previous involvement with child welfare, which could compromise, or which might be seen to compromise the candidate's ability to perform the job.
- (iii) The chosen candidate can be given a conditional offer of employment pending the results of the Child Welfare Intervention Check or Vulnerable Sector Check.. The candidate shall be informed that the results of these checks will be held in strictest confidence by the County.
- (iv) It is the responsibility of the candidate to provide an official copy of the checks to the attention of the Manager of Human Resources.
- (v) Where the check reveals the existence of a prior file with Children's Services, the CAO and/or responsible General Manager, in consultation with the Manager of Human Resources will determine if the file with Children's Services is relevant to the position at hand.
- (vi) If the file with Children's Services is relevant, the candidate shall be informed, at the County's earliest convenience, that she or he is not the successful candidate for the position.
- (vii) If the file with Children's Services is not relevant, the County will proceed with the hiring process.

i) Procedure - Driving Record

- (i) During the course of the interview, the candidate will be notified if there is a requirement for a pre-employment/pre-promotion/pre-transfer driving record verification and for an annual review thereof.
- (ii) During the interview, the candidate will be asked if he/she has any driving record characteristics which would affect his or her ability to perform the job.
- (iii) On conclusion of the interview and upon identification of the preferred candidate(s), the candidate(s) will be asked to obtain an abstract of his or her driving record.
- (iv) The candidate shall be informed that the information in the driving record abstract will be held in strictest confidence by the County.
- (v) It is the responsibility of the candidate to provide an official copy of the checks to the attention of the Manager of Human Resources.
- (vi) Where the check reveals the existence of prior driving record characteristic concerns, the CAO and/or responsible General Manager, in consultation with the Manager of Human Resources will determine if the concerns are relevant to the position at hand.
- (vii) If the concerns are relevant, the candidate shall be informed, at the County's earliest convenience, that he/she is not the successful candidate for the position.
- (viii) If the concerns are not relevant, the County will proceed with the hiring process.

3.0 Probationary Periods

Probationary periods are typically six to twelve months in length and will depend on the scope of the position and regular hours of work. A management position may have a probationary period as per the related employment agreement.

Staff members who are transferring internally to a new position may be placed on a new probationary period. Typically, if a position is considered to be a lateral transfer, no probationary period may be required. But, if the new position is considered to require a greater scope, or different scope of knowledge, skills and abilities, probation will be recommended.

4.0 Potential Hiring Conflicts

a) Family Members:

- i. Applications for employment shall be accepted, and considered, from a member of an employee's immediate family.
- ii. An immediate family member shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship between an employee and the family member, or if his/her employment could create a conflict of interest either real or imagined.
- iii. For the purposes of this procedure, immediate family members shall be defined as: Wife, Husband, Mother, Father, Brother, Sister, Son, Daughter, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, or Daughter-In-Law.

b) Employee Relationships:

- i. Employees engaging in romantic relationships or employees that become married or live in the same household may be employed with the County provided that there is neither a direct or indirect managerial/subordinate relationship between the employees, or a conflict of interest, real or imagined, created as a result of the relationship.
- ii. In the event that either a managerial/subordinate or conflict of interest issue arises, the employees are required to notify Human Resources as soon as possible. The organization will work with the employees to develop a suitable resolution which may require one of the employees to transfer to another position or team. If this is not possible, one of the employees must resign.

c) Re-employment of Employees Discharged for Cause:

The municipality recognizes that it is occasionally necessary to terminate an employee's services because of specific problems which impeded the employee's ability to perform duties. However, the municipality does not wish to impose an unfair restriction on former employees who have been able to overcome problems which resulted in their termination. Therefore, applications will be accepted from those people who have, for example:

- Overcome problems associated with drug or alcohol addiction;
- Overcome other health-related problems;
- Upgraded their academic qualification or employment skills.

Such persons may be asked to produce medical evidence that they have overcome addiction or other health related problems and are physical and mentally able to do the position they applied for. They may also be asked to provide documentation in relation to their academic qualification or employment skills.

References will be requested of such persons. References will need to be in relation to employment that occurred since the employee last left the County.

Such persons will be evaluated on the same merit basis as other candidates who apply for vacant positions.

Chief Administrative Officer

Date



Lac La Biche County
welcoming by nature.

August 27, 2014

Lac La Biche County Mayor & Council
Box 1679
Lac La Biche, AB T0A 2C0

RE: Richard Estates Area Structure Plan

Dear Mayor and Council:

On behalf of Lac La Biche County's Environmental Stewardship Advisory Committee (ESAC), I am writing to recognize the Richard Estates Area Structure Plan (ASP) proposal for its commendable inclusions of various environmental considerations.

The ESAC's main goal is to continue working towards finding a balance between environmental sustainability, and economic and social development. Following the reviewed of the proposed ASP, the Committee would like to acknowledge the progressiveness and foresight of the developer. The proposal leads by example in environmentally sustainable development with the usage of Natural Open Space (NOS) district as buffers, and natural storm water management practices and design to conserve wetland areas. The concept behind the Richard Estates Area Structure Plan proposal demonstrates sustainable development that fosters the protection of the environment's integrity.

Sincerely,

Brian Deheer, Vice Chairman, Environmental Stewardship Advisory Committee
On behalf of:

MJ Siebold, Chairperson
Environmental Stewardship Advisory Committee

cc: Environmental Stewardship Advisory Committee
Legislative Services
Planning and Development
Barry Kolenosky, Manager, Resource Recovery, Environmental and Agriculture Services

6.1 - Public Hearing on
Bylaws 14-028 + 14-032

Melanie McConnell

From: Rylan Palmer-Dixon
Sent: October-28-14 9:00 AM
To: Melanie McConnell
Cc: Joanne Onciul; Dan Small
Subject: FW: Public hearing on Bylaws 14-028 and 14-032 (proposed Richard Estates)
Importance: High

Written Submission.

Rylan Palmer-Dixon
Planner
Planning & Development

P: 780-623-6735
C: N/A
F: 780-623-3510
E: rylan.palmer-dixon@laclabichedcounty.com

Lac La Biche County
www.lacabichedcounty.com

-----Original Message-----

From: d h [\[mailto:nmhanson@shaw.ca\]](mailto:nmhanson@shaw.ca)
Sent: October-28-14 8:44 AM
To: Rylan Palmer-Dixon
Cc: Main Office
Subject: Public hearing on Bylaws 14-028 and 14-032 (proposed Richard Estates)
Importance: High

To who it may concern:

It would be appreciated if the following considerations were brought to the attention the Council of Lac La Biche at its October 28, 2014 public hearing into Bylaw 14-028 and Bylaw 14-032 related to RL-45-67-14-W4M (proposed Richard Estates development).

It is imperative that there is a clear understanding of the economic, social and environmental aspects associated with a change in land use from agriculture to residential estates, prior to approving an application. Serious consideration must be given to the amount of existing land available for residential development and the trade offs associated with each additional rezoning application for development.

The proposed Richard Estates area structure plan is for a high density development that will result in 200 plus additional people on site along with the associated additional run off to Lac la Biche and associated footprint and impact on wildlife resulting from clearing the site. Although this proposal will provide additional housing and resulting increased tax base, it is suggested that there are too many unanswered questions about the potential environmental impacts associated with the change in land use to allow for approval of this application.

The cumulative impact of additional nutrient loading to the lake from sub division run off is a key consideration in rezoning applications. This area structure plan will result in a change in the existing site run off from a forested/wetland area (with drainage to natural wetlands on site and then into a lake before ultimately reaching Lac La Biche) to a developed site with increased amount of run off with higher nutrient loading (that drains into a storm water pond and then roadside ditches that run into Lac La Biche). There is no information on the potential impact of this additional nutrient loading on Lac La Biche water quality. Although there is reference to post construction monitoring of the run off, there is no information on how frequently, where or when that will be done or what action will be taken in the event the monitoring shows increased nutrient loading to the lake from the developed site.

Although the plan refers to "making efforts" to use environmental reserves to help promote wildlife connectivity, there is no information about what wildlife is currently using the site, how the increased development on the site might effect that wildlife or the overall effectiveness of the reserve easements to maintain connectivity for wildlife in this area.

In summary, it is recommended that County Council not approve this application for rezoning nor adopt the area structure plan. More information should be provided for a clearer understanding of the implications of this proposed change in land use zoning, as well as the need for this type of development and the overall cumulative impacts associated with increased development "creep". In addition further information is necessary in the area structure plan before an informed decision on the tradeoffs associated with this application can be made.

These considerations are essential for the county to maintain its natural advantage as a tourism destination and thereby remain "welcoming by nature".

Thank you for your consideration of the above.

Jillian Flett

Lac La Biche County resident and land owner

**BYLAW 14-028
OF
LAC LA BICHE COUNTY**

BEING A BYLAW OF LAC LA BICHE COUNTY IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW 12-024, BEING THE LAND USE BYLAW OF THE LAC LA BICHE COUNTY.

WHEREAS Council has adopted the Lac La Biche County Bylaw 12-024 to be used as the Lac La Biche County Land Use Bylaw; and

WHEREAS IT IS DEEMED EXPEDIENT TO AMEND Bylaw 12-024 as set out in Section 692 of the Municipal Government Act, S.A. 2000, Chapter M-26, as amended.

NOW THEREFORE under the authority and subject to the provisions of the Municipal Government Act, and by virtue of all other powers enabling it, the Council of Lac La Biche County hereby assembled enacts as follows:

1. The Richard Estates Area Structure Plan for RL-45-67-14-W4M in Lac La Biche County, attached hereto as Schedule 'B', is hereby adopted.
2. This Bylaw shall come into effect upon passing of third reading.

MOTION BY COUNCILLOR HAYMOUR THAT BYLAW 14-028 BE GIVEN FIRST READING THIS 23RD DAY OF SEPTEMBER, 2014.

"Original Signed"
Mayor

"Original Signed"
Chief Administrative Officer

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN SECOND READING THIS _____ DAY OF _____, 20____.

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN THIRD READING THIS _____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

**BYLAW 14-028
OF
LAC LA BICHE COUNTY**

~~BEING A BYLAW OF LAC LA BICHE COUNTY IN THE PROVINCE OF ALBERTA, TO AMEND BYLAW 12-024, BEING THE LAND USE BYLAW OF THE LAC LA BICHE COUNTY~~ADOPT THE RICHARD ESTATES AREA STRUCTURE PLAN.

WHEREAS ~~Council has adopted the Lac La Biche County Bylaw 12-024 to be used as the Lac La Biche County Land Use Bylaw; and Section 633 of the Municipal Government Act, R.S.A., 2000, Chapter M 26 and amendments thereto authorizes Council to enact a bylaw adopting an Area Structure Plan; and~~

WHEREAS ~~IT IS DEEMED EXPEDIENT TO AMEND Bylaw 12-024 as set out in Section 692 of the Municipal Government Act, S.A. 2000, Chapter M 26, as amended~~The owners/developers of the lands legally described as RL-45-67-14-W4M desire to prepare an Area Structure Plan to govern the future development of said lands.

NOW THEREFORE under the authority and subject to the provisions of the Municipal Government Act, and by virtue of all other powers enabling it, the Council of Lac La Biche County hereby assembled enacts as follows:

1. The Richard Estates Area Structure Plan for RL-45-67-14-W4M in Lac La Biche County, attached hereto as Schedule '~~B~~A', is hereby adopted.
2. This Bylaw shall come into effect upon passing of third reading.

MOTION BY COUNCILLOR HAYMOUR THAT BYLAW 14-028 BE GIVEN FIRST READING THIS 23RD DAY OF SEPTEMBER, 2014.

"Original Signed" _____

Mayor

"Original Signed" _____

Chief Administrative Officer

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN SECOND READING THIS _____ DAY OF _____, 20____.

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN THIRD READING THIS _____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

**BYLAW 14-028
OF
LAC LA BICHE COUNTY**

A BYLAW OF LAC LA BICHE COUNTY IN THE PROVINCE OF ALBERTA, TO ADOPT THE RICHARD ESTATES AREA STRUCTURE PLAN.

WHEREAS Section 633 of the Municipal Government Act, R.S.A., 2000, Chapter M 26 and amendments thereto authorizes Council to enact a bylaw adopting an Area Structure Plan; and

WHEREAS The owners/developers of the lands legally described as RL-45-67-14-W4M desire to prepare an Area Structure Plan to govern the future development of said lands.

NOW THEREFORE under the authority and subject to the provisions of the Municipal Government Act, and by virtue of all other powers enabling it, the Council of Lac La Biche County hereby assembled enacts as follows:

1. The Richard Estates Area Structure Plan for RL-45-67-14-W4M in Lac La Biche County, attached hereto as Schedule 'A', is hereby adopted.
2. This Bylaw shall come into effect upon passing of third reading.

MOTION BY COUNCILLOR HAYMOUR THAT BYLAW 14-028 BE GIVEN FIRST READING THIS 23RD DAY OF SEPTEMBER, 2014.

Mayor

Chief Administrative Officer

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN SECOND READING THIS _____ DAY OF _____, 20____.

MOTION BY COUNCILLOR _____ THAT BYLAW 14-028 BE GIVEN THIRD READING THIS _____ DAY OF _____, 20____.

Mayor

Chief Administrative Officer

Richard Estates Area Structure Plan

Lac La Biche County

August 2014

File # 1123-01

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SUPPLEMENTARY REPORTS

(Submitted under separate cover)

1. Biophysical Assessment (prepared by EBA)
2. Historical Resources Impact Assessment of Richard Estates, Lac La Biche River Lot 45 (prepared by Western Heritage)
3. Geotechnical Assessment - Shallow Water Table Testing and Roadway Recommendations (prepared by Hagstrom Geotechnical Services Ltd.)

1 INTRODUCTION

Lac La Biche County experiences strong economic growth. Dominant activities within the County include agriculture, forestry and oil and gas. The County also has affordable land for industrial, commercial and residential development.

According to the Lac La Biche County Municipal Census 2013, the population of the County is 12,220. Significant growth in country residential and resort subdivision has taken place near the County's many lakes and environmental features, specifically within the vicinity of the hamlets of Lac La Biche, Plamondon and Beaver Lake. The County however experiences a shortage of municipal serviced housing which is a growing demand within the County.

1.1 Purpose

The intent of this Area Structure Plan (ASP) is to guide the future development of the subject lands known as Richard Estates. The proposed development is an estate style residential community comprised of approximately 70 single-family residential lots, ranging 1.0 acre to 3.0 acres in size.

In accordance with the Municipal Government Act, developers are required to prepare an Area Structure Plan prior to the approval of a subdivision exceeding 3 lots. This ASP will provide an overview of the land use patterns, transportation and servicing concept. It also demonstrates how the open space features will be incorporated, and describes enhancements of the natural features that currently exist on the site. This ASP will be used to support future applications for land use bylaw amendments and subdivisions in the plan area.

2 SITE CONTEXT

2.1 Plan Area

Richard Estates is located along Mission Road, approximately 5 kilometres northwest of the Town of Lac La Biche, and approximately 0.5 km south of the Lac La Biche Lake (see Figure 1 Location Plan). The legal description of the property is Lot 45, RL 45-67-14-W4M.

The subject land is approximately 58.6 hectares. The landscapes vary from flat to gently rolling with several low rises and depressions. Currently there is a residential property in the northern portion of the property. The majority of the land includes cultivated areas within the central and southern portion of the property. There is also a large amount of land that is undisturbed vegetation, tree stands and wetlands.

2.2 Surrounding Land Uses

Richard Estates is adjacent to two River Lots of similar size to the west and east of the property. These lots are primarily undeveloped with one residential property located in the west lot and two residential properties located in the lot to the east. Directly northwest of the property along Mission

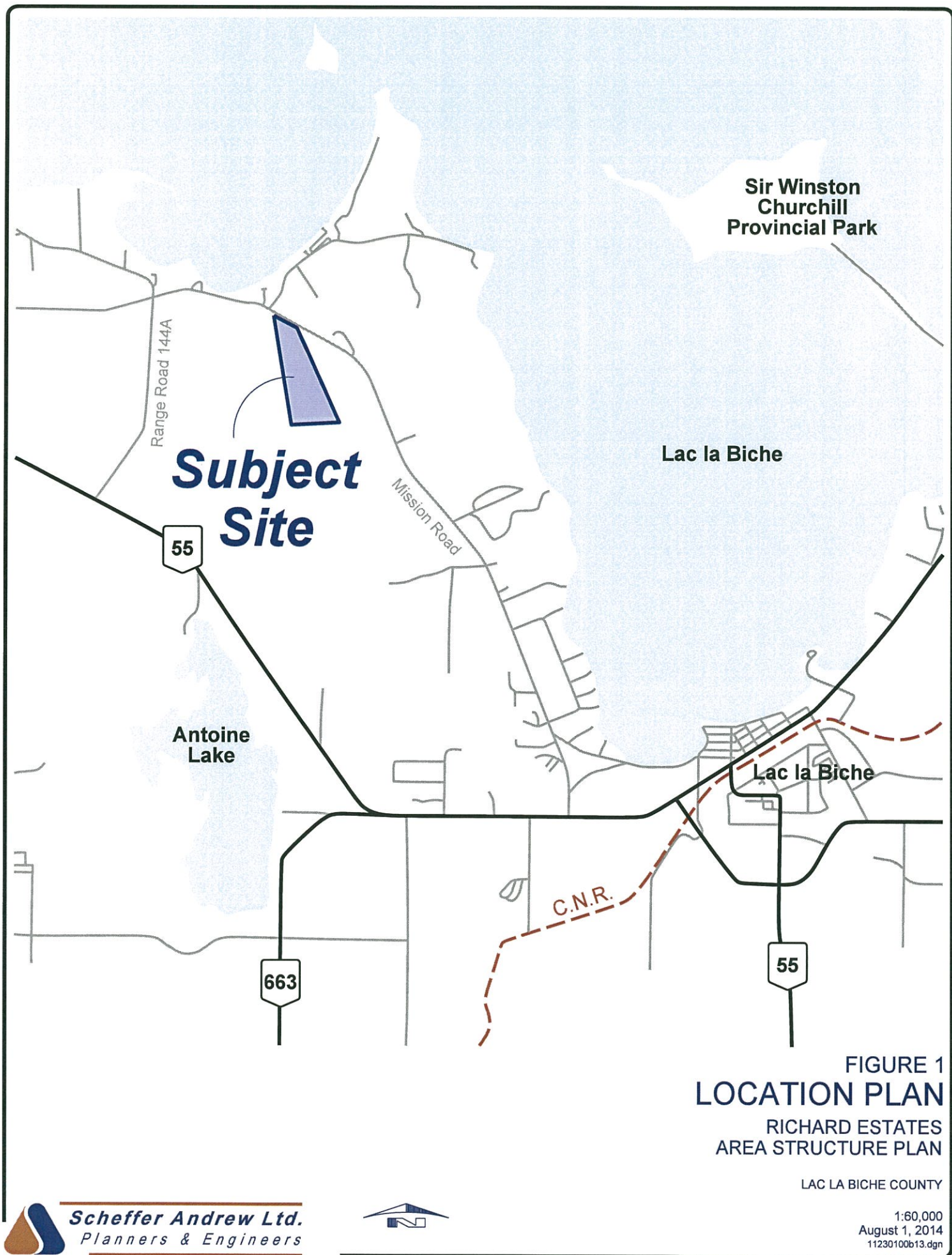


FIGURE 1
LOCATION PLAN

RICHARD ESTATES
AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

Road is a subdivision of 15 residential lots, less than 1 acre in size. Approximately 800m east of the property along Mission Road is a second subdivision of 22 residential lots between 1 and 2 acres in size.

2.3 Historical Resources Impact Assessment

Richard Estates is located within landforms adjacent to Lake Lac La Biche and smaller lakes/ponds in the vicinity which has exhibited high historical potential, and in close proximity to previously recorded archaeological sites. Therefore, Alberta Culture required that a Historical Resource Impact Assessment (HRIA) be carried on the entire project area. The HRIA was undertaken by Western Heritage in October 2013. A total of 120 shovel tests were excavated in 10 areas while conducting the archeological field assessment. Given the absence of prominent features in the general area of the proposed development, any distinctive landform and change in the terrain was shovel tested. During the heritage assessment, no new archaeological sites were discovered. Extensive subsurface testing throughout the proposed development did not locate any evidence of cultural remains or historic resources. Western Heritage has no concerns regarding the proposed development and recommends that no further archaeological investigation or assessment is required for the Richard Estates residential subdivision. A Historical Resources Act clearance was granted by Alberta Culture on January 24, 2014. The complete HRIA report and Alberta Culture signed clearance has been submitted under separate cover to the municipality.

2.4 Biophysical Assessment

Tetra Tech EBA (EBA) was retained by the landowners to conduct a biophysical assessment on the subject property. The assessment was undertaken to identify, classify and assess the health of wetlands, identify the dominant vegetation and soils, and to note wildlife activity on site and in proximity to the proposed site development. A total of 16 wetlands were identified on the site including 3 fens, 3 bogs and 10 swamps. No wildlife species of management concern were identified onsite however there is potential for several species of management concern to occur on or near the site. A map illustrating Natural Features is presented in Figure 2. In order to prevent negative impacts to biological features on site, EBA recommends that best management practices are followed as stated in Section 5.0 of the Biophysical Assessment report. Recommendations include:

- Every opportunity to minimize the size of the project footprint should be taken to reduce impacts to native plant communities;
- Natural drainage patterns should be retained; and
- Habitat clearing activities (e.g., vegetation clearing, flooding, etc.) in upland forested areas should avoid, at a minimum, the period from May 7 to August 20 to prevent disturbance of nesting bird species.

In concluding the Biophysical Assessment, EBA deems it acceptable to develop River Lot 45 as planned. The complete Biophysical Assessment has been submitted under separate cover to the municipality.



FIGURE 2
NATURAL FEATURES
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

2.5 Geotechnical Assessment

A Geotechnical Assessment was conducted by Hagstrom Geotechnical Services Ltd. in July and August 2013. Twenty four boreholes were drilled at the subject site on July 6, 2013, to depths of 4.5 metres below ground surface. The soil stratigraphy encountered at the borehole locations during drilling generally consists of a variable thick cover of topsoil followed by an extensive deposit of silty clay. Sand was encountered within the clay in five boreholes and clay till was encountered below the clay in two boreholes. The topsoil thickness ranged from 5 to 38 centimeters with an average thickness of 24 centimeters. The report provides recommendations for lot design and roadway construction. The complete Geotechnical Assessment has been submitted under separate cover to the municipality.

2.6 Resource Extraction

Information received from the Alberta Energy Regulator (AER) on May 21, 2013 indicated that there are no active or suspended sour or natural gas facilities, oil pipelines or resource extraction facilities in or in the vicinity of the plan area. No abandoned wells have been identified on the AER abandoned wells online mapping system.

3 POLICY CONTEXT

This Area Structure Plan is prepared in conformance with the Municipal Government Act, Lower Athabasca Regional Plan and Lac La Biche Municipal Development Plan.

3.1 Lower Athabasca Regional Plan (LARP)

The Lower Athabasca Region Plan (LARP) was approved by the Government of Alberta in August 2012. It encourages robust growth, vibrant communities and a healthy environment within the region over the next 50 years. It provides guidance regarding land-use management for the region through various desired outcomes.

This plan supports the following LARP outcomes: Outcome 3: Landscapes are managed to maintain ecosystem function and biodiversity; and Outcome 5: Infrastructure development supports economic and population growth. This ASP supports Outcome 3 by promoting conservation of vegetation and wildlife corridors where feasible, and minimizing land disturbance impacts to the area's biodiversity. The site is designed to utilize the natural topography of the site for natural storm drainage while reducing impacts of various swamps, fens and bogs located within the site. The proposed development also supports Outcome 5 by providing housing to support the population growth within the County. This plan utilizes the existing infrastructure running along Mission Road to provide efficient and cost-effective servicing to the site.

3.2 Lac La Biche County Municipal Development Plan (MDP)

The Lac La Biche Municipal Development Plan Bylaw 13-020 was adopted in September 2013. This Plan provides a framework for future growth and development of Lac La Biche County in an orderly, economical and sustainable way. Under the MDP, the subject property is designated as Residential –

Estate. The Richard Estates Area Structure Plan supports the residential objectives as outlined in Section 4.1 of the MDP including supporting residential development that is orderly, efficient and attractive; and supporting a mix of housing types and forms to ensure a diverse housing supply within the County.

3.3 Lac La Biche County Land Use Bylaw (LUB)

The Lac La Biche County Land Use Bylaw 12-024 was adopted in August 2012. The purpose of the Bylaw is to regulate and control the use and development of land and buildings within Lac La Biche County to achieve the orderly and economic development of land. It is a tool used to execute the vision of the County's Municipal Development Plan. Under the Land Use Bylaw, the subject property is designated as "Agricultural." An amendment to the Land Use Bylaw to redesignate Richard Estates as "Serviced Estate Residential 2" will be required in order to accommodate the proposed residential development consisting of 1.0 to 3.0 acre lots.

4 DEVELOPMENT OBJECTIVES AND POLICIES

The vision for the development is to provide a variety of municipal serviced single family homes in a quality country residential subdivision with high design standards. There is a strong focus on recognizing and retaining the natural and environmental integrity of the area by minimizing environmental impact and promoting environmental conservation in public and private spaces.

4.1 Objectives

The objectives of the proposed development include the following:

1. To show an appropriate future land use scenario consistent with the County's vision as described in the Municipal Development Plan
2. To provide a logical and appropriate lot configuration given the irregular shape of the site
3. To recognize, respect and complement the existing character of the community at large
4. To recognize the value of the natural environment
5. To provide adequate and efficient servicing to the residential lots

5 DEVELOPMENT CONCEPT

The intent of the land owners is to develop this property into an estate style residential community comprised of approximately 70 single-family residential lots, ranging 1.0 acre to 3.0 acres in size, and several environmental and municipal reserve lots as illustrated in Figure 3. The anticipated density of this development is 2.0 units/ha with a projected total population of 245 people (see Table 1 and 2 – Land Use Statistics). The development will also adhere to Section 71 Landscape Requirements within the Lac La Biche County Land Use Bylaw No. 12-024.

This development is located in close proximity to existing residential developments and optimizes the existing services while facilitating the efficient extension of infrastructure networks.

5.1 Open Space

A total of 5.24 hectares has been dedicated as municipal reserve. This is equivalent to 11.1 percent of the gross developable area. As well, 9.35 hectares has been dedicated as environmental reserve, and 9.1 hectares has been dedicated as environmental reserve easements. The open space map is illustrated in Figure 4.

5.2 Environmental Protection

The landowners have a strong desire to protect and retain the “natural” environment within the site. Efforts including the creation of Environmental Reserve Easements in order to retain and preserve existing trees, natural vegetation, wetland and other natural features, will be made to promote environmental protection, and to maintain wildlife connectivity throughout the site (see Figure 5). The Environmental Reserve Easements range from 5 to 20 metres in width and run along the rear yard of most lots. Environmental Reserve Easements of 5 meters were also placed on some side yards and easements with a 5 meter buffer were placed on identified wetlands located within private lots.

Lac La Biche County uses the Riparian Setback Matrix model to protect source water by taking adequate precautions to prevent the most common forms of pollution. It is used to determine the appropriate Environmental Reserve setbacks for all private lands located adjacent to environmentally sensitive and or significant water bodies within the County. The subject lands are not located adjacent along Lac La Biche Lake.

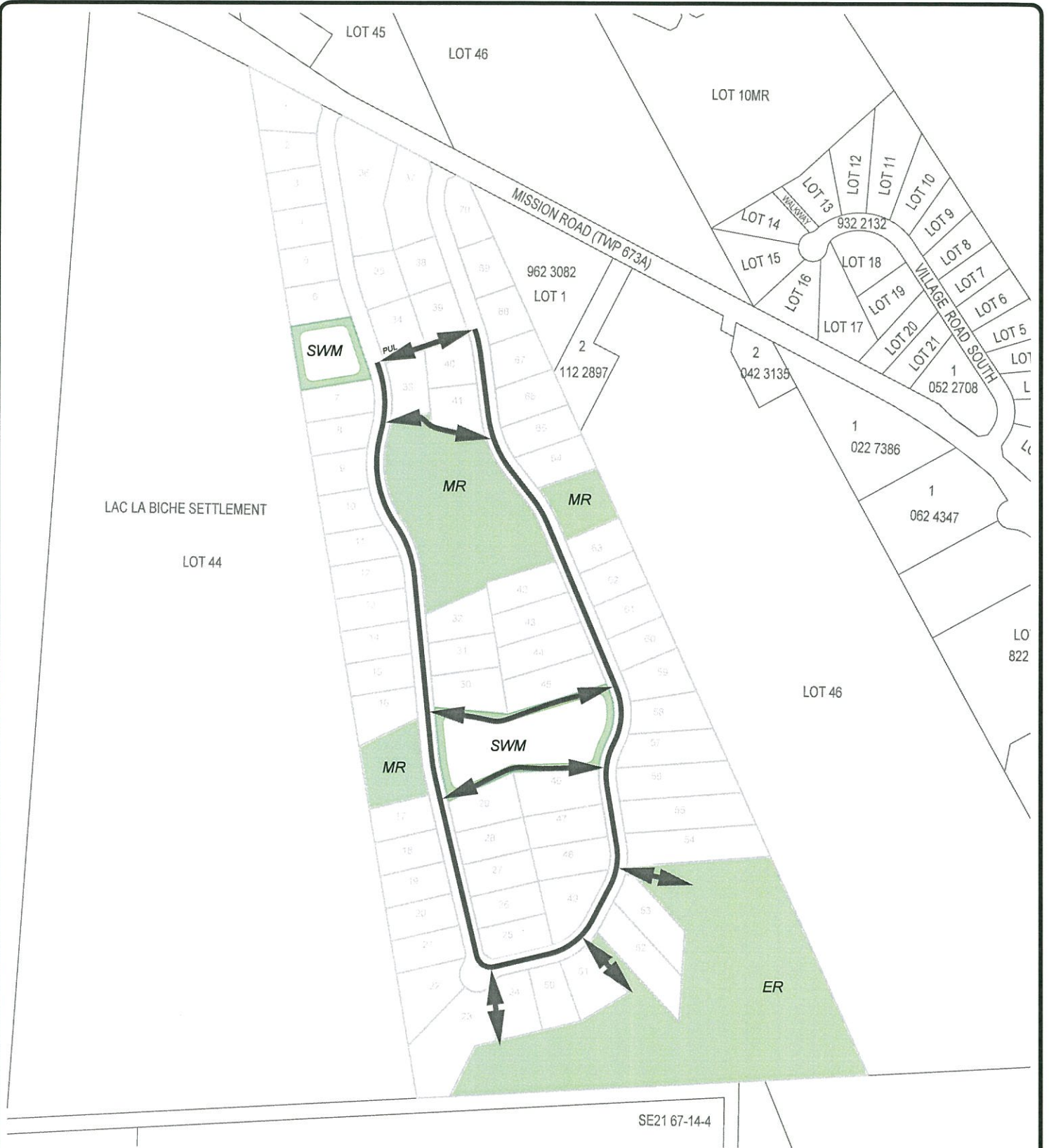
Lac La Biche County also has a Watershed Management Plan in place which protects water quality and quantity, riparian areas and wetlands and fisheries, waterfowl and wildlife. As recommended in the document, water quality within the Area Structure Plan will be monitored post-development. Wildlife corridors, habitats and breeding areas will also be respected and protected through the implementation of recommendations identified in the biophysical report as well as environmental reserve easements.

Table 1: Land Use Statistics

	Ha	% of GDA
Gross Area	58.6	
Less Environmental Reserve	9.4	
Gross Developable Area	49.2	100.0%
Residential – Single Family	34.6	70.3%
Municipal Reserve	5.2	10.6%
Infrastructure		
Internal Roadway	6.1	12.4%
Public Utility	0.1	0.2%
Storm Water Management	3.2	6.5%

Table 2: Residential Land Use Statistics

	Net Area (ha)	Density (units/ha)	Units	Persons/ Unit	Population
Single-Detached	34.6	2.0	70	3.5	245



↔ Pedestrian Connection

FIGURE 4
OPEN SPACE
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY



FIGURE 5
ENVIRONMENTAL RESERVE EASEMENTS
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

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6 SERVICING AND TRANSPORTATION

6.1 Water Servicing

Water supply to the plan area will be extended from the existing 300 mm municipal watermain that runs along Mission Road (Township Road 674A). An internal water network of small diameter mains is proposed to service the future development area. The water distribution system will deliver a trickle-feed service to the subdivision; fire flow capacity is not available from the existing municipal system. An onsite storage cistern and pressure pump will be required at each residence to boost the in-house water system pressure for household uses. Internal water mains size will be determined at the detailed design stage. The proposed water supply system is illustrated schematically on Figure 6.

6.2 Sanitary Servicing

The proposed development will be connected to the existing 150 mm municipal sanitary low pressure sewer system that runs along Mission Road. The existing forcemain ultimately discharges the collected effluent to the Lac La Biche's gravity sewer system. This system requires each residence to have a septic tank and a pump system called the STEP System¹ that is capable of pumping screened, pre-treated effluent into the low pressure line. Internal low pressure sewer system sizing will be determined at the detailed design stage. A schematic of the proposed sanitary sewer system is illustrated in Figure 7.

The municipality has a consultant studying the capacity of the low pressure sanitary sewer system. Study results will be determined in September 2014. however there is enough capacity to service Stage 1 of Richard Estates.

6.3 Storm Water Management

The existing natural surface runoff from the site currently flows in the westerly direction across Lot 44 and into an unnamed lake located in Lot 43. This lake has a natural outlet creek that flows into the water body known as Lac La Biche.

The development area will maintain and respect the existing natural drainage. Many of the proposed lots will therefore continue to drain towards the existing wetlands within the reserve areas. The majority of the post-development runoff within the plan area will be routed by roadside ditches into the two proposed future ponds. These ponds are sized larger than required based on the 1:100 year rainfall event and will be constructed as naturalized wetlands in order to control and improve the post-development runoff water quality. All efforts will be made to minimize the amount of trees needed to be cut down due to site grading. A schematic of the proposed stormwater management system is illustrated in Figure 8.

¹The "STEP system" means a sanitary sewage system which utilizes a high head pump, alarms, and a control panel to pump grey water from a collection tank into pressurized mainlines.

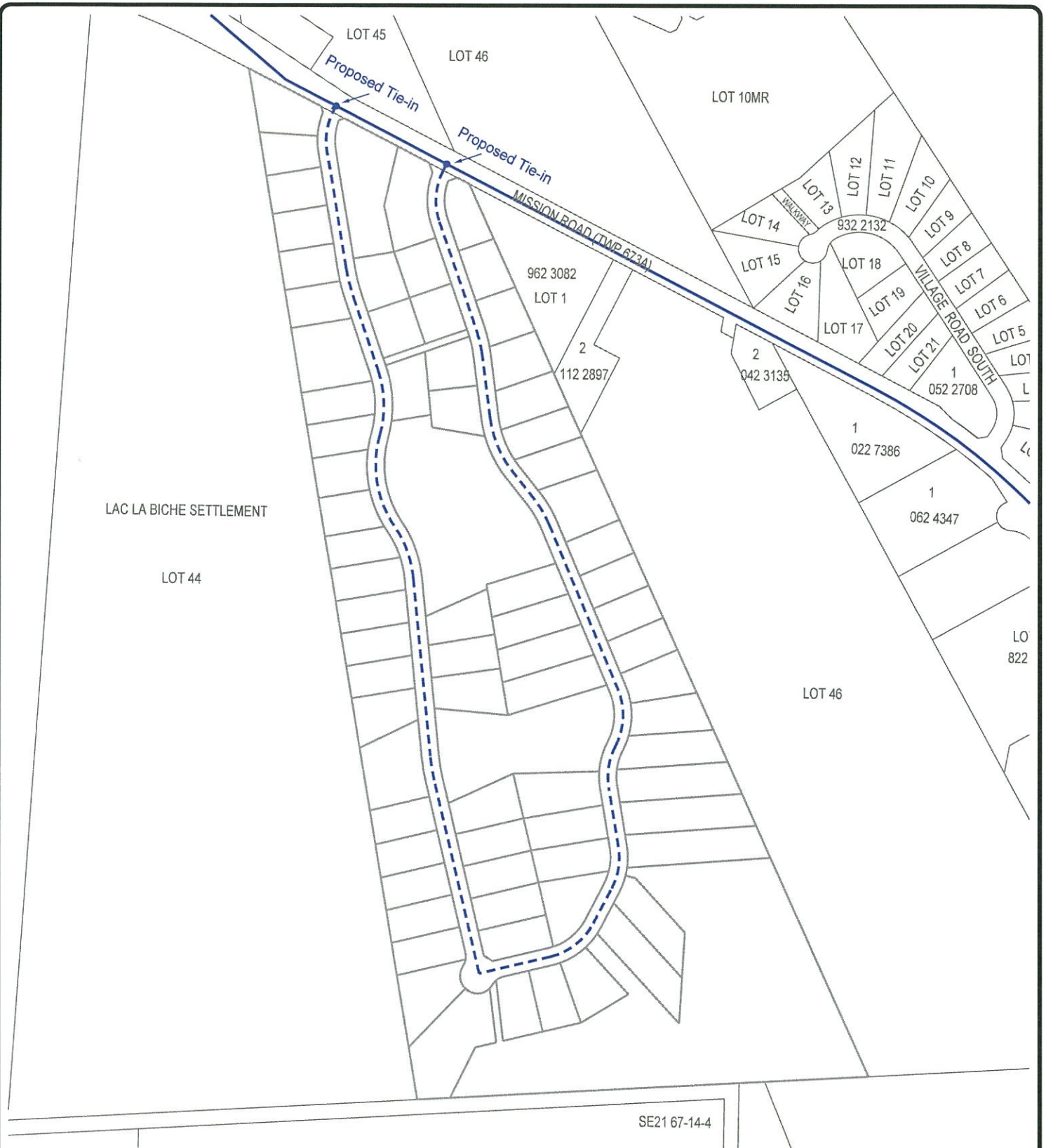


FIGURE 6
WATER SERVICING
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

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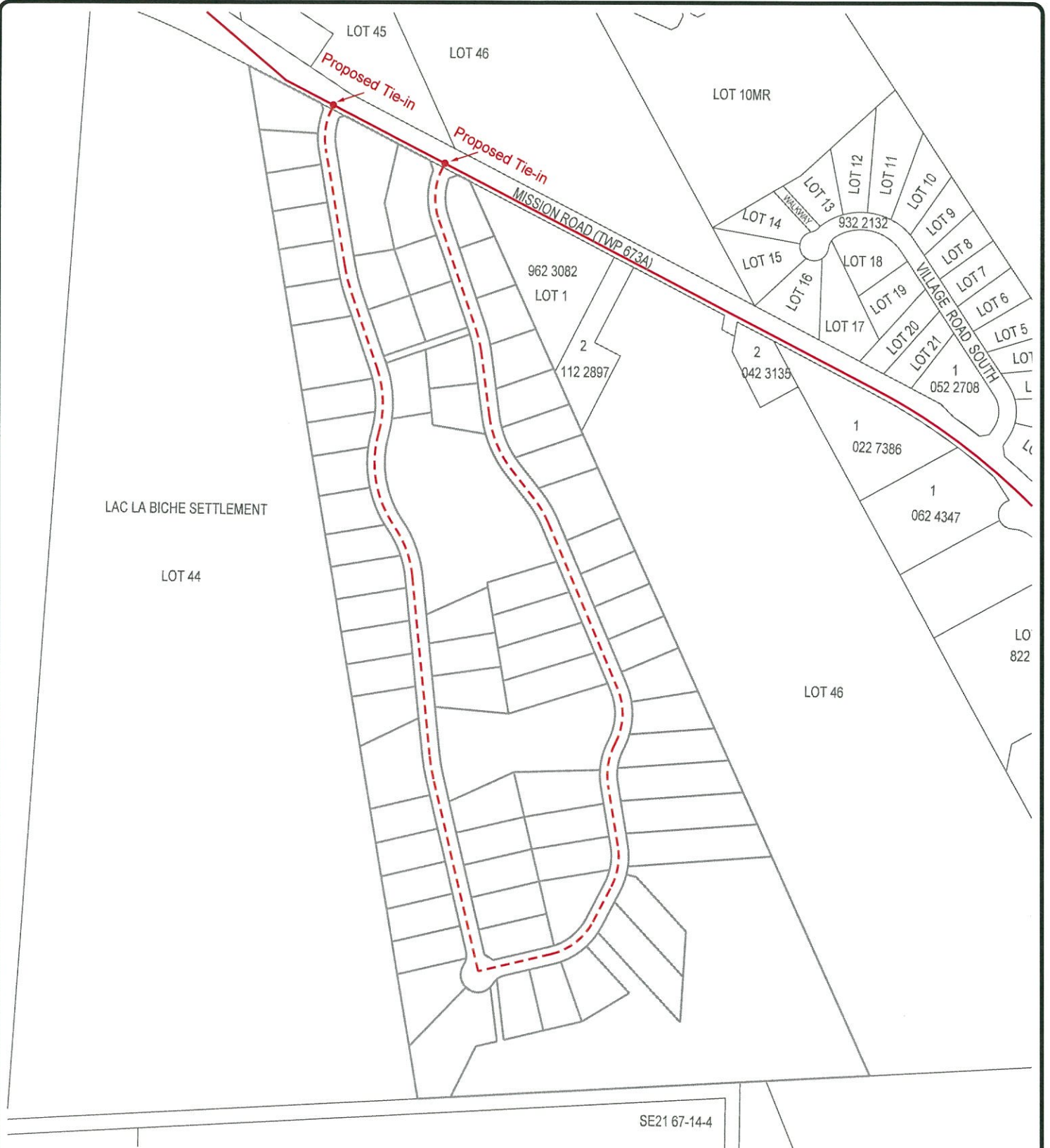
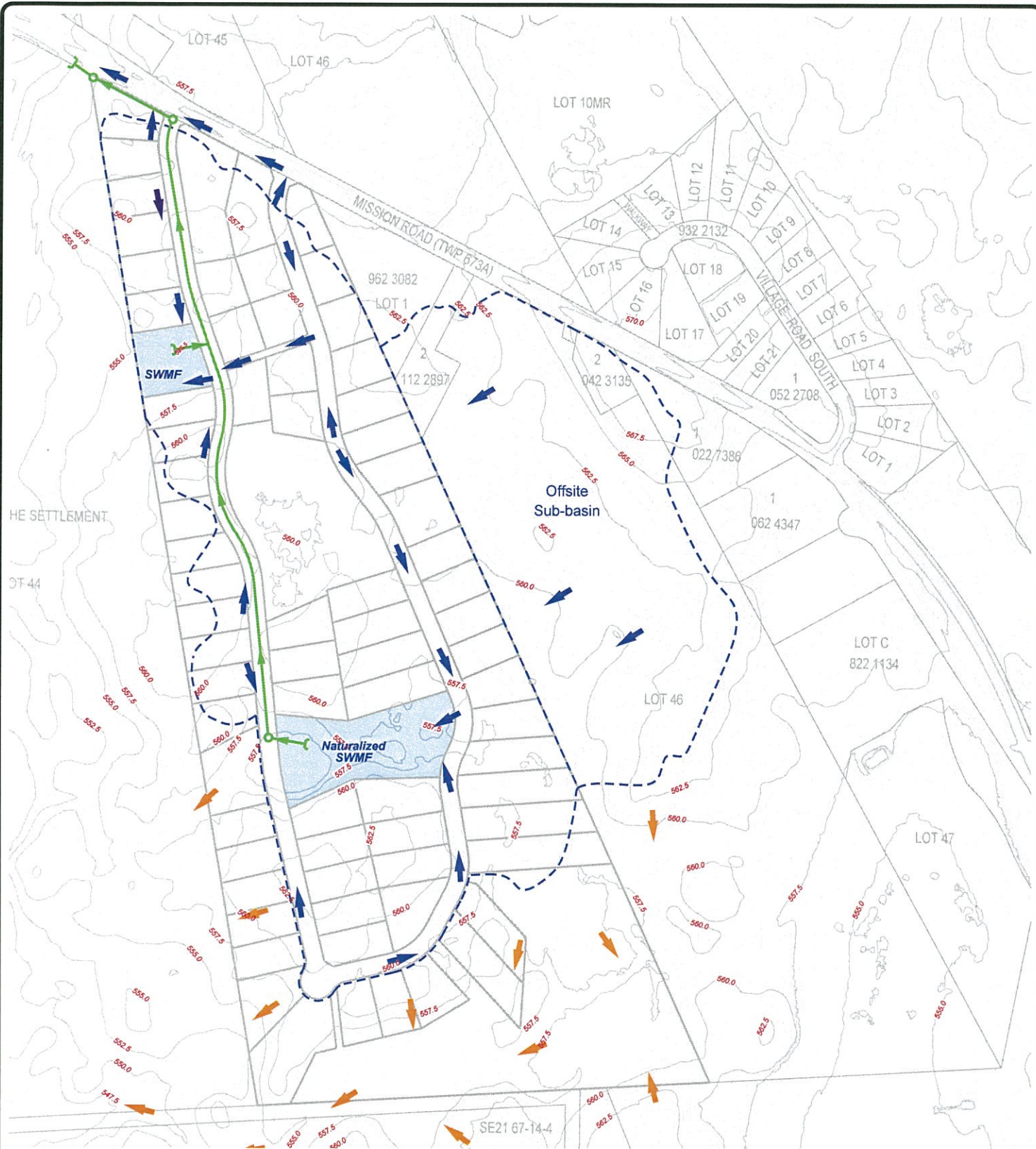


FIGURE 7
SANITARY SERVICING
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

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- Drainage Basin Boundary
- ➡ Major Overland Flow
- ➡ Proposed Storm Outlet
- ➡ Existing Natural Drainage

FIGURE 8 STORMWATER MANAGEMENT

LAC LA BICHE SETTLEMENT LOT 45
AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

The proposed stormwater management facilities will provide the necessary water quality control measures for the post-development conditions by removing suspended solids and other materials carried with the runoff. These facilities will be designed to meet Lac La Biche County General Municipal Servicing Standard under Section F.3.1.2 and the Alberta Environment Standards and Guidelines for Storm Drainage System. Water Act approval, public notice, and licensing under the Environmental Protection and Enhancement Act shall be applied for prior to the construction of the ponds and outfall.

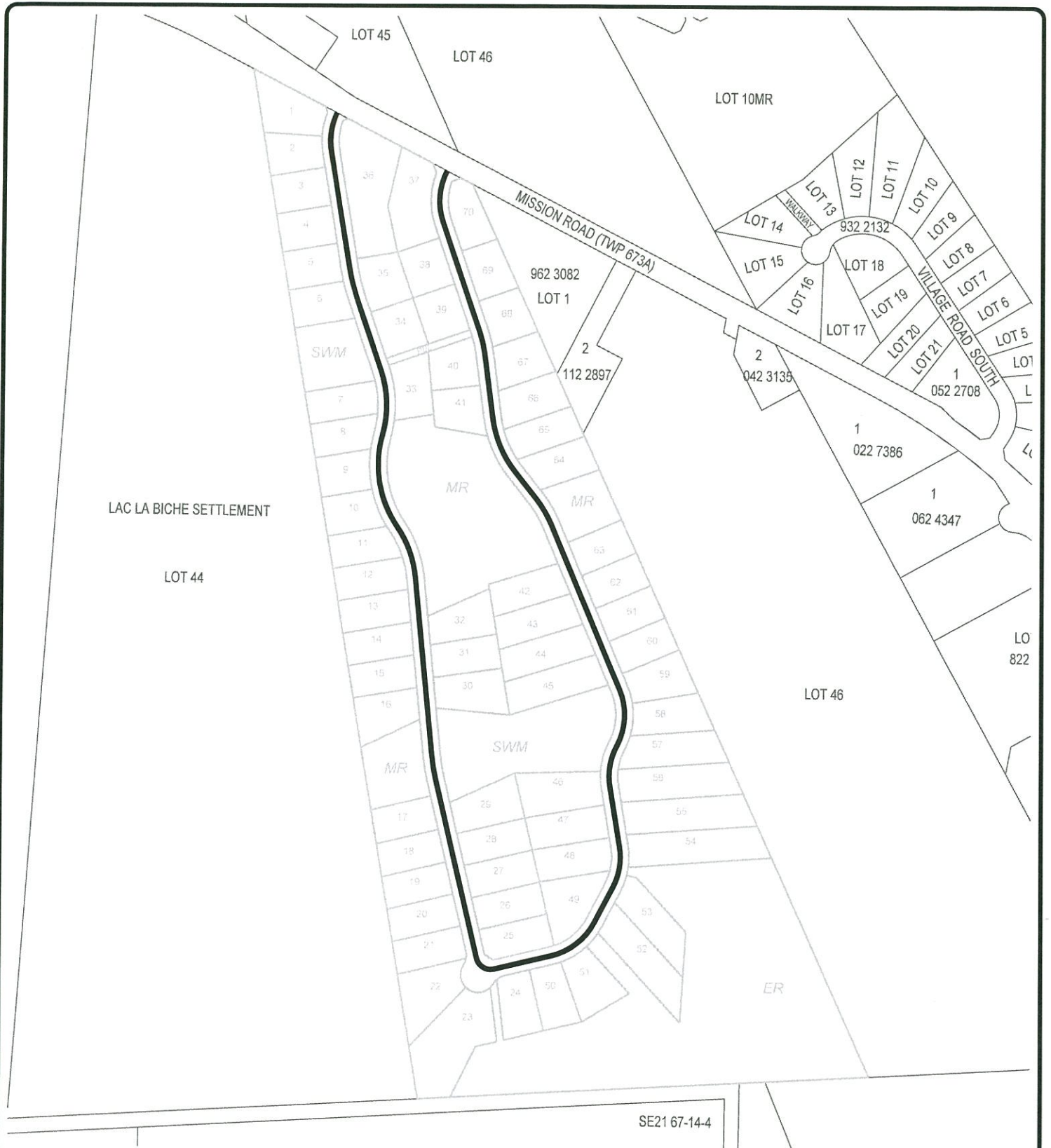
6.4 Solid Waste Collection

The municipality has advised that residents living within the plan area will have opportunity for curbside solid waste (garbage) and recycling pick-up.

6.5 Transportation Network

Currently there is a dual access road to the existing single family home in the northern portion of the plan area. Please note that the access will be discontinued and access to the property will be achieved through the internal roadway system.

Vehicular access to the subdivision will be provided via a local road entering and exiting from the north of the site, along Mission Road. In order to provide for efficient traffic movement and potential emergency access options, there are a total of two access points from Mission Road. The local road network is illustrated in Figure 9.



— Local Road

FIGURE 9 TRANSPORTATION NETWORK

RICHARD ESTATES
AREA STRUCTURE PLAN

LAC LA BICHE COUNTY

7 COMMUNITY CONSULTATION

A public consultation was held on September 11, 2013 at the Lac La Biche Mission in the County of Lac La Biche. The Open House was advertised in the Lac La Biche Post for two consecutive weeks prior to the consultation. Members of the public were invited to attend a public consultation on the proposed Area Structure Plan. The purpose of the Open House was to provide an informal opportunity to educate the public about the proposal and to seek input. Information and ideas received from the Open House were refined to inform the Area Structure Plan submission.

There were a total of 12 attendees at the Open House. A total of three questionnaires were submitted. The following are a summary of the responses.

	Agree	Neither	Disagree	Comment
The Development Concept Shows an appropriate future land use scenario	2		1	Glad to see wetland features are kept intact (for the most part) Too many lots for such a small area
The lot design is logical and appropriate given the irregular shape of the site	1	1	1	Not too happy that one entrance will be right opposite our driveway. It will get used as a turnaround
The Plan recognizes, respects and compliments the existing character of the community at large	1	1	1	How can you move in 200+ people and not change our rural quiet living
The Plan recognizes the value of the natural environment	1	1	1	Would like to see a tree buffer along the wood lots 1, 27, 28 and 34 ² . The ER Easement idea would help maintain trees and natural vegetation in the riparian zones around the wetlands. Very little of natural environment will be left.

² These lot numbers relate to a previous draft development concept plan. Lot numbers have changed based on feedback.

Other comments that were provided include the following:

- The subdivision would be “topnotch” if the water and sewer services were “pumpless.” This would likely involve a booster of some type. Pressurized water, as in Holawachuk Estates and a sewer system without tanks and pumps would make this subdivision equal or better than Beaver Lake. Building Code: not trailers, RTMs or modular homes.
- I’m aware that the County has a Riparian Setback Matrix Model. This may have some bearing on the idea of buffers around the wetlands. Also, Alberta has a newly approved Wetlands Policy, and the County is also working on its own Wetlands Policy. These are also relevant.
- We were living in a fairly quiet area, now this will completely change our lifestyle. Will want to see what the final plan and concept may be and what is actually written down.

Along with feedback received from the Open House, Scheffer Andrew also received email inquiries from two individuals that were requesting information. One individual finds that the project is very “ambitious.” The other individual noted that on a preliminary review, it seems that Richard Estates is a high density proposed project.

A second public consultation was held on July 3, 2014. This Open House was also advertised in the Lac La Biche Post for two consecutive weeks prior to the consultation. A total of 9 attendees signed in and one questionnaire was submitted. The following is a summary of the response.

	Agree	Neither	Disagree	Comment
The Development Concept Shows an appropriate future land use scenario	1			
The lot design is logical and appropriate given the irregular shape of the site	1			
The Plan recognizes, respects and compliments the existing character of the community at large		1		Create more traffic on local road.
The Plan recognizes the value of the natural environment	1			

Other comments that were provided include the following:

- As an adjacent owner we have concerns about stray pets (dogs).

Following the open house, an emailed response was also received noting the following thoughts for consideration:

- a) Density -As previously mentioned, this development seems very dense for the amount of land and close vicinity to the lake. This is of specific concern as it relates to the enhanced run off and increased nutrient loading (eg phosphorus and nitrates)that will occur as trees are cleared for homes and roads and as lawns are fertilized.
- b) Runoff- This run off will go to the marsh and eventually the lake. Enhanced nutrient run off as a result of increased development is a serious concern for water quality. It appears there is little information about the quality of the run off from this site, options to monitor and mitigate the nutrient levels and how this cumulatively will contribute to reduced water quality.
- c) Site assessment- Although the site assessments identify the current situation on the site, there is little information about what the impact of the development of this site will be once it is built(e.g. loss of wildlife corridors/nesting sites, increased erosion) or potential mitigation measures to reduce these impacts.
- d) Construction Plans-There is also little information on how construction will be done to reduce impacts (e.g. avoiding construction during nesting season etc.) e. Green Community-Finally, I suggest that this proposal could be a leader for future development in this area and be marketed as a unique "green community" for which there is a growing demand if there was an enhanced focus on addressing environmental considerations.

The applicant has reviewed the feedback received, and discussed these comments with the Administration. Where possible, every effort will be made to address these concerns, and provision made in the engineering design of the subdivision to minimize the impact of the proposed development.

8 IMPLEMENTATION AND STAGING

Implementation of the plan will depend on several factors. The most significant of these being the municipal approvals required at different stages of the planning process, and the development aspirations of the property owners. The rate of development in the plan area will be influenced by many factors, particularly the local real estate market, and the status of the economy.

It is expected that the area will be developed over an extended period of time in three stages in a north to south sequence. The new stages will be introduced in response to market demand in the area. It is expected that it could take up to 10 years to build out the plan area.

In order to accommodate the proposed development sequence, it is anticipated that a subdivision application will be submitted for each stage of the development in order to efficiently manage the development of the lands. Though the development is anticipated to be completed in three stages, the actual size of the development stages may differ, and can be adjusted in order to reflect local market conditions. The conceptual development sequence is shown in Figure 10.

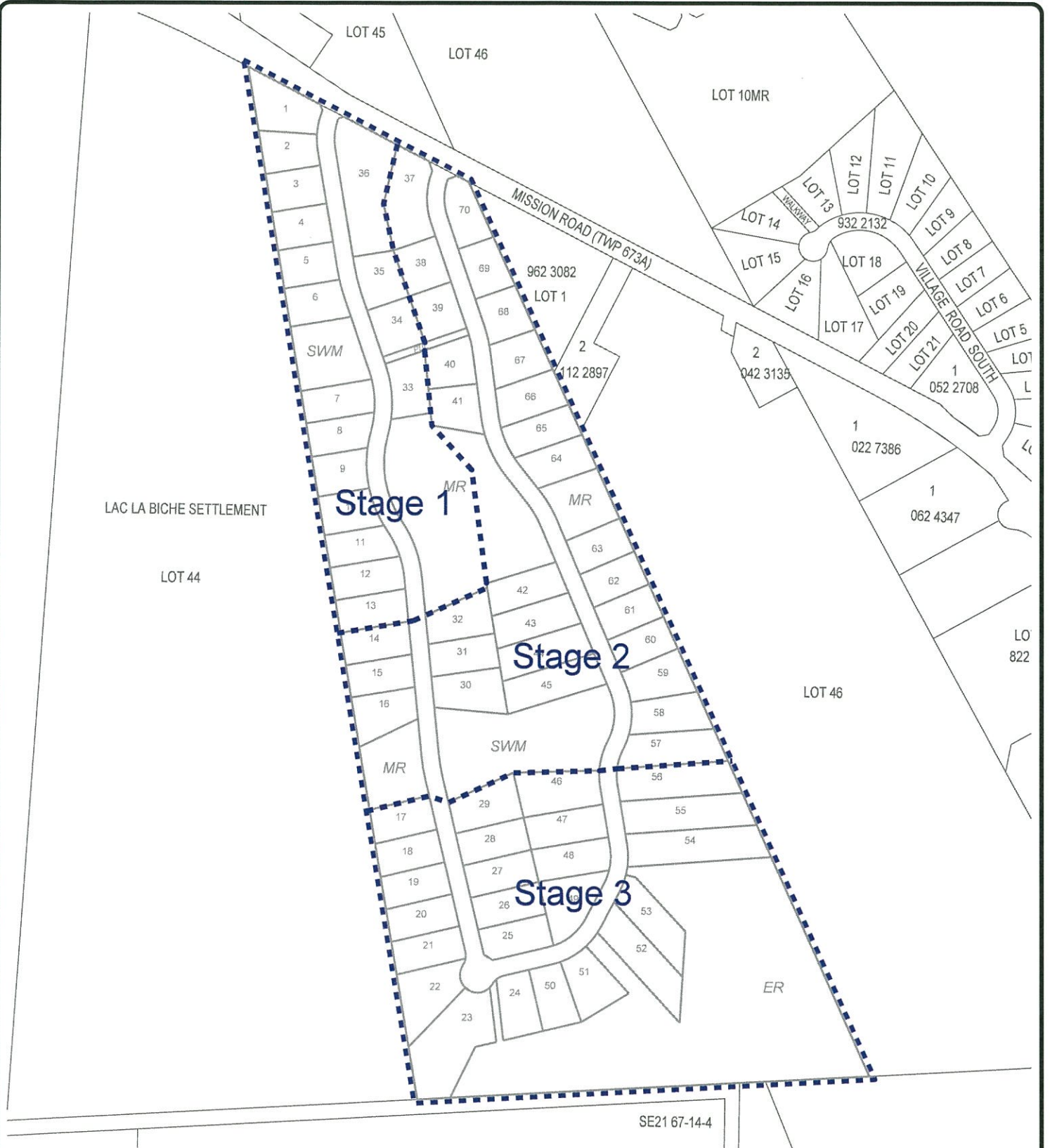


FIGURE 10
STAGING
 RICHARD ESTATES
 AREA STRUCTURE PLAN

LAC LA BICHE COUNTY