

AGENDA

SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Monday, July 29, 2024 – 10:00 a.m.

Council Chambers – 53109A Hwy 779, Parkland County, AB

Virtual attendance option available via Teams

Please email SDAB@parklandcounty.com no later than 9:00 a.m. on Monday, July 29, 2024 to register for attendance via Teams

- 1) Call to order
- 2) Members Present
- 3) Adoption of Agenda
- 4) 10:00 a.m. Appointment
 - I. The appeal of Development Permit Conditionally Approved, authorizing replacement of existing manufactured home with a new model, as a discretionary use located at:
Legal Location: SE-17-53-26-W4
Plan 0225318/1/3
Application Number: PLDPR20240293
 - II. Applicant: New Testament Baptist Church of Edmonton/Pastor Brian Coldwell
 - III. Appellant: New Testament Baptist Church of Edmonton/Pastor Brian Coldwell
- 5) Adjournment

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APPEAL OF DEVELOPMENT PERMIT CONDITIONALLY APPROVED: APPLICATION
NUMBER PLDPR20240293

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Site and appellant information (fill out completely)				Clerk Subdivision and Development Appeal Board Legislative Services 53109A Hwy 779 Parkland County, AB T7Z 1R1 Email: SDAB@parklandcounty.com Date Received: 2024/07/02 Appeal Fee: Development Permit \$200 Stop Order \$500 Subdivision Application \$250 Receipt No. 3506034
Site Information				
Municipal address of site 26404 HIGHWAY 16 WEST SPRUE GROVE, AB T7X 3H5				
Legal land description of site ('plan, block, lot' and/or 'range-township-section-quarter') 0225318/1/3, W4-26-53-17-SE				
Development permit number or subdivision application number PLDPR 20240293				
Appellant Information				
Name of appellant NEW TESTAMENT BAPTIST CHURCH OF EDMONTON		Agent name (if applicable) N/A		
Street Address 26404 HIGHWAY 16 WEST				
City SPRUE GROVE	Province AB	Postal Code T7X 3H5	Day Phone Number 780-916-6086	
Evening Phone Number SAME	Fax Number N/A	Email Address BXCOLDWELL@GMAIL.COM		

Appeal Against (check one box only)

Development Permit	Subdivision Application	Order
☐ Approval ☒ Conditions of approval ☐ Refusal	☐ Approval ☐ Conditions of approval ☐ Refusal	☐ Notice of order

Reasons for appeal

Sections 678 and 686 of the *Municipal Government Act* require that the written Notice of Appeal must contain specific reasons for the appeal.

The appeal is herein launched for the following reasons: (attach a separate page if required)

1. CHANGE NAME OF APPLICANT TO: BRIAN & KATHERINE COLDWELL.
2. PARKLAND COUNTY PROCEDURE C-PDOS-PI
B. COUNTY EXEMPTIONS - EXEMPT OFFSITE LEVIES FOR REPLACEMENT OF A STRUCTURE

Collection and use of personal information

Personal information is being collected under the authority of the *Municipal Government Act (MGA)* and the *Freedom of Information and Protection of Privacy Act (FOIP)* and is managed in accordance with the provisions of FOIP. This information will be used to process your request for a hearing before the Subdivision and Development Appeal Board. Your information will form part of a file available to the public. If you have any questions about the collection of your personal information, contact Odessa Bartel, FOIP Coordinator at 780-968-3229.

Signature of appellant/agent PASTOR BRIAN COLDWELL	Date (YYYY/MM/DD) 2024-06-28
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Parkland County
53109A HWY 779
Parkland County, AB T7Z 1R1
Phone: 780-968-8888 Fax: 780-968-8413

OFFICIAL RECEIPT

COLDWELL, BRIAN

GST Reg. #: R106989189
Receipt #: 3506034
Receipt Date: 2024/07/02
Page: 1
Received by: CM

Account #	Description	Opening Balance	Payment	Amount Due
1725	DEVELOP APPEAL PLDPR20240293	200.00	200.00	.00

Tender Type & Description	Reference	Amount	Total Tax:	.00
MC PLDPR20240293		200.00	Total Amount Paid:	200.00
			- Tender Received:	200.00
			= Change Given:	

THANK YOU FOR YOUR PAYMENT. THE MAYOR AND COUNCIL'S
COMMITMENT TO YOU IS TO SPEND YOUR TAX DOLLARS RESPONSIBLY.

Barbara Williams

From: Brian Coldwell <bdcoldwell@gmail.com>
Sent: Friday, June 28, 2024 9:08 PM
To: SDAB
Subject: Notice of Appeal # PLDPR20240293
Attachments: Notice of Appeal # PLDPR20240293 .pdf

You don't often get email from bdcoldwell@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of Parkland County. Do not click links or open **attachments** unless you recognize this sender and know the contents are safe.

Attn: Parkland County Subdivision and Development Appeal Board

Attached is a copy of our Notice of Appeal. Please be advised we are appealing this matter requesting that Condition # 1 be removed from the Development Permit.

Please note we also want to Change the Name of the Applicant to: Brain Coldwell and Katherine Coldwell. My wife and I are the actual owners of the used mobile home.

New Testament Baptist Church of Edmonton owns the Property. The Development Described is also incorrect . We are replacing an existing used 1978 single wide Manufactured Home, with a similar used 2005 single wide Manufactured Home. We are not replacing it with a "new model". We simply want to upgrade our old mobile home for a newer mobile home , and continue to live on the Church site to fulfil my Pastoral Duties. We think Condition # 1, specifically the immediate payment of the offsite levies should be exempted or not apply with respect to replacement of an existing structure.

For the purpose of this Notice Appeal I will be representing myself. We cannot afford the expensive legal fees. We may need to determine the correct Authority / Jurisdiction either Parkland County or the Provincial Tribunal to deal with this matter. The Church Property is close to the main Highway 16 and has two major active pipelines on the site.

For the record we have retained lawyer Benjamin Ferland to assist New Testament Baptist Church in dealing with Parkland County with respect to the Deferred Servicing and Offsite Levy Payment. We would like to deal with this Mobile Home Development Permit as a separate matter from the Offsite Levies. My wife and I simply want to move into our upgraded mobile home without undue delay and hardship.

Sincerely,

Pastor Brian Coldwell

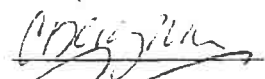
New Testament Baptist Church of Edmonton

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Off-Site Levy Assessment and Collection

PREPARED BY:	Planning and Development Services	LS REVIEW DATE:	September 8, 2019
EFFECTIVE DATE:	September 16, 2019	APPROVALS:	
PREVIOUS REVISION DATE:	April 9, 2013	DIRECTOR/MANAGER::	
REFERENCES:	Off-Site Infrastructure Levies C-PD05 Bylaw 2015-07	GENERAL MANAGER:	
		CAO:	
		FUNCTION:	Planning and Development

PURPOSE

These procedures support Off-site Infrastructure Levies Policy C-PD05, and will guide Parkland County as to when to assess levies to developers, when levy amounts are payable (deferrals), when and how front-end infrastructure construction will be assigned to developers, and when and how developer front-end construction will be reimbursed.

DEFINITIONS

1. **"Annual Financial Plan"** means a plan that outlines future anticipated disbursement / retention of off-site levy reserve funds. The plan considers front-ending claims, development infrastructure staging, off-site levy reserve balances, future off-site levy receipts, municipal debt capacity etc.
2. **"Capital Plan"** means a plan that outlines off-site infrastructure approved for construction. Note, items approved for construction do not necessarily mean that they are funded.
3. **"Construction Completion Certificate"** means a certificate that is issued by the municipality to signify that front-end off-site infrastructure has been constructed to standard. The certificate issue date can also commence the guaranteed repayment schedule.
4. **"Final Acceptance Certificate"** means a certificate that is issued at the completion of a two-year warranty period and when front-end infrastructure is free of defects and deficiencies. The Final Acceptance Certificate signals the release of hold back on front-ended construction repayment.
5. **"Guaranteed Repayment Date"** means the guaranteed repayment date on developer front-ended "qualified" infrastructure as established from the date of issue of the Construction Completion Certificate.
6. **"Holdback"** means the amount of funds held-back after issuance of the Construction Completion Certificate during the warranty period. Holdback may be released upon issue of the Final Acceptance Certificate (subject to availability of reserve funds).

7. **"Non-Qualified Off-Site infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and is contained within the "non-qualified" portion of the Capital Plan (beyond 5 years).
8. **"Off-Site Levy Deferral Agreement"** means an agreement between the developer and municipality that permits the developer to pay off-site levies on an installment basis.
9. **"Off-Site Levy Down Payment"** means the amount of off-site levy that is immediately due upon the issuance of a subdivision or development permit.
10. **"Off-site Levy Exemption"** means conditions that must be satisfied in order to have to an off-site levy assessment waived on a subdivision or development permit application.
11. **"Off-Site Levy Installment"** means the amount of off-site levy assessment that is due annually.
12. **"Off-site Levy Offset"** means front-end infrastructure costs incurred by the developer used to reduce the amount of off-site levy assessment payable by the developer.
13. **"Qualified Off-site Infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and contained within the "qualified" portion of the Capital Plan (next 5 years).

ACTION STEPS

1. ASSESSMENT / COLLECTION PROCESS OVERVIEW

"Schedule 1" outlines the various process steps and decisions that will be used to guide off-site levy assessment and collection.

A. Levy Assessment, Assessment Exemptions and Thresholds

The obligation to pay off-site levies occurs in two steps: (1) the levy is "incurred" upon application for a subdivision agreement or development permit, and (2) the levy is paid upon issuance of the subdivision or development permit or may be deferred to a future time of payment. This section of the Policy and Procedure document focuses on the principles and options that will guide the County in determining "when" the submission of an application for a subdivision agreement or development permit would result in a levy obligation being "incurred".

i. Legislated Exemption

The first criteria to be considered in determining if an application for a subdivision agreement or development permit is eligible or exempt from incurring an off-site levy obligation is outlined in legislation. County guiding policies are consistent with these legislative requirements.

Municipal Government Act, Section 648(4) states: *"An off-site levy imposed under this Part of the former Act may be collected once only in respect of land that is the subject of a development or subdivision."*

Guiding Principle

If a parcel of land was previously developed or subdivided, and an off-site levy was paid in accordance with Section 648 of the Municipal Government Act on that entire parcel, then any new development or subdivision is exempt from any future assessment and payment of off-site levies.

B. County Exemptions

Except for exemption conditions outlined in legislation, off-site levies would apply to all "development" or "subdivision" situations within the Parkland County off-site levy development area unless such development or subdivision is explicitly exempted.

According to Section 616 of the Municipal Government Act (b) "Development" means (i) an excavation or stockpile and the creation of either of them, (ii) a building or an addition to or replacement of a building and construction or placing of any of them on, in over or underland, (iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building or (iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

According to Section 616 of the Municipal Government Act (ee) "Subdivision" means the division of a parcel of land by an instrument.

As such, all improvements on a site including: buildings, other structures, parking and loading areas, landscaping, paving or graveling areas, devoting areas to exterior display, etc. might be considered development. Further, the placement of any land instrument that divides land might be considered subdivision.

The broad application of these definitions to the assessment of off-site levies would result in obligations due where there may be no intent to develop or where the nature and size of the development would not warrant payment of an off-site levy. Whereas the intent of the off-site levy assessment is clearly to pay for the construction of off-site levy road, water, sanitary and storm management infrastructure that supports the development. Clearly then, a subdivision or a development application that does not place any or little burden on road, water, sanitary and/or storm management off-site infrastructure might be considered exempt from off-site levy assessment and payment obligation.

Guiding Principle

If a development or subdivision is, in the opinion of the County, likely not to place a burden on the water, and/or sanitary, and/or storm water off-site infrastructure then the development or subdivision may, subject to the approved procedures, be considered exempt from off-site levy assessment and payment obligation.

Off-site levy **assessment exemptions** and **exemption thresholds**:

Exemption / Exemption Threshold	Rationale
a) Temporary Development / Land Uses – Temporary land uses will be considered exempt so long as the use or structure proposed will not be used beyond 1 year.	If a use is truly temporary in nature the impact on off-site levy infrastructure will also be temporary and therefore complies with the guiding principle. The timeframe threshold ensures that a temporary use is not extended to permanent use.
b) Replacement of a Structure – Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement is substantially completed within 1 year of the demolition or destruction of the prior structure will	This is intended to exempt residential rebuilding / commercial rebuilding in the event of a fire or similar catastrophic loss, etc. The replacement structure would not use off-site infrastructure to any greater extent than the previous structure. The

be considered exempt.	threshold timeframe is intended to ensure that replacement of the structure occurs in a timely fashion.
c) Altering a Residential Structure – Altering residential structures to duplex size will be considered exempt.	This is intended to exempt the various forms of residential alterations that may be applied for ranging from a room addition through to creation of a duplex. Alterations beyond a duplex would be considered a development that would result in greater demand on off-site infrastructure and therefore not exempt from off-site levies.
d) Ancillary improvements – includes but may not be limited to fences, walls, berms and signs. These miscellaneous improvements will be considered exempt.	This is intended to exempt various residential, commercial and industrial development applications that would not create any additional burden on off-site infrastructure.
e) Division of Lands so that Further Subdivision Can Take Place – includes situations where lands are subdivided into blocks that in turn would require further subdivision of individual lots or blocks. A parcel size greater than 16ha. (40ac.) will be considered exempt.	This allows large tracks of lands to be assembled and divided among developers. The parcel size threshold is established to help guide application of this exemption.
f) Non-residential Farm Buildings – agricultural / farming structures will be considered as exempt. This would include bona fide farming operations encompassing barns, silos and other ancillary development for agricultural use.	Exempting non-residential farm buildings would permit existing farms to modernize without facing off-site levy assessments and payments.
g) Division of Agricultural Lands – includes situations where a farm is subdivided. Subdivision of land in blocks greater than 16 ha. (40ac.) are considered exempt. An exemption is also permitted for the severance of a residential parcel of land from the agricultural lands for a residential site.	This would allow land owners to sell their farmland and create one residential site on the divided lands.
h) Enlargement of Existing Industrial Buildings – Industrial buildings may be enlarged to a threshold of 25% of the existing building floor size before off-site levies are assessed. Cumulative building enlargement in excess of 25% building threshold size will result in the assessment of off-site levies.	The floor plate % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged building enlargements do not bypass the payment of off-site levies.
i) Intensified Land Development – Non-building site development use (processing / production facilities, storage etc.) can be increased by a threshold of 25% before off-site levies are assessed. Cumulative increased site use in excess of the 25% use increase threshold will result in the assessment of off-site levies.	The site use % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged site developments do not bypass the payment of off-site levies.
j) Alteration of a Non-Residential Structure That Does Not Change the Use or Size of the	This would allow existing developments to make office renovations etc. within the existing

Structure – This would permit any existing industrial or commercial structure to be modernized and be exempt from off-site levy assessment and payments provided that the improvement occurred within the existing floor plate size and the use of the structure did not change.	development floor plate. However if a structures floor plate size were increased the exemption would be lost. Further, if an alteration changed the use of the structure then the exemption would also be lost.
k) Demolition or Removing of a Structure – This would permit any existing property to remove existing structures while remaining exempt from off-site levy assessments.	This would allow existing property owners to demolish older structures in readying the property for future development.

C. Levy Assessment Deferment and Installment Payments

Once an off-site levy is “incurred” the next decision is “When should the levy be paid?”

Off-site levy payment can have a material impact on developers’ cash flow, particularly during start up or early stages of development. Off-site levy deferment allows the developer to pay their levy obligation over a period of time.

Deferment of off-site levy payments has a direct and negative impact on off-site levy cash availability for construction of off-site levy infrastructure and repayment of off-site infrastructure front-ending obligations.

i. Eligibility for Payment Deferment

Off-site Levy payment deferment criterion does not consider the financial capacity of developers— all developers are considered to have equivalent financial capacity and an equal right to payment deferment. Off-site Levy payment deferment criterion is focused on the amount of off-site levy that is to be paid by the developer. Developments below the off-site levy deferment threshold amount are required to pay off-site levy amounts as a condition of subdivision or development permit approval. Developments above the deferment threshold amount may “elect” to defer off-site levy payment over a period up to two years by entering into agreement (executing a Deferral Agreement) with the County for off-site levy deferred payment. “Schedule 2” outlines the payment deferment process.

Guiding Principle

A development or subdivision that is assessed cumulative off-site levies in excess of \$500,000 may elect to defer off-site levy payments.

Potential off-site levy deferment includes:

Deferment Threshold	Rationale
a) Off-site Levy Deferment Threshold – The option to defer payment of levies would be extended to any subdivision or development application with off-site levies greater than \$500,000. The maximum deferment period is 2 years.	The dollar value threshold provides the developer with a clearly understood threshold for payment deferment. Off-site levies below the threshold are payable as a condition of approving a development or subdivision application.

ii. Repayment Period and Terms

The repayment period is akin to the terms established in a credit agreement whereby the lender (the County) determines the term of the agreement and the creditor (developer) must meet the terms of the agreement. The creditor has the ability to pay out amounts owing any time prior to the terms of the agreement.

Guiding Principle

Developers that are eligible and elect to defer off-site levy payments must enter into agreement with the County (execute a Deferral Agreement). The Deferral Agreement with the County outlines the terms and conditions upon which off-site levy payments will be made. Non-qualified infrastructure is not eligible for deferral.

Potential off-site levy payment (installment) terms:

Installment Terms	Rationale
a) Initial Off-site Levy Down Payment – A portion of the off-site levy assessment is payable as a condition of the subdivision or development permit being issued. The down payment must be 25% of the off-site levy assessment. The balance to be paid in installments.	The payment of a portion of the off-site levy ensures that some level of funding will immediately flow into the off-site levy reserves.
b) Installment Payments – The balance owing would be paid within a maximum period of 2 years. The recommended repayment period is 2 years, as follows: 1st Year Anniversary Date - 50% of the balance owing will be paid. The balance owing is adjusted to reflect the approved off-site levy rates as at date of payment. 2nd Year Anniversary Date - payment of the remaining balance. The balance owing will be adjusted to reflect the approved off-site levy rates as at the time of payment.	The payment installment period is intended to provide a cash flow outlet to the developer. Deferral however does not lock in the amount to be paid by the developer. A developer would be required to adjust amounts due to the County as a result of any levy rate changes that occurred over the deferment period.
c) Early Repayment – Developers have the ability to pay off any off-site levy balances earlier than the repayment date terms.	This will accommodate situations where a developer wishes to pay out all levy obligations. Early payment may be desired to avoid off-site levy rate increase adjustments.

iii. Repayment Indemnification

Off-site levies are required to be paid as a condition of issuing a subdivision or development permit. However, if eligible, the applicant may elect to pay the off-site levy in installments as outlined earlier. In order to secure the position of the County in the case of non-payment of an installment the applicant will provide the County with indemnification that can be easily converted to cash by the County in the case of payment default by the developer.

Guiding Principle

Developers that elect to defer off-site levy payments must provide the County with indemnification in the event of payment default.

Failure of the developer to pay an off-site levy installment will result in the indemnification held by the County to be exercised and applied against amounts owed by the developer.

Off-site levy indemnification:

Indemnification Terms	Rationale
a) Irrevocable Letter of Credit – An irrevocable letter of credit in the amount of the balance owing will be provided by the developer to the County. As installments are provided to the County a new letter of credit for the remaining balance owing will be provided. This balance will be adjusted to reflect any off-site levy rate changes that have occurred.	The Irrevocable letter of credit provided through a bank or lending institution may be readily converted in the case of payment default.

iv. Increasing Amounts Due for Any Increase in Off-site Levy Rates

Off-site levy monies owed to the County on deferred payment schemes will be adjusted by off-site levy rate changes that occur prior to payment of levies. Off-site levy assessments are in effect “floating” and subject to adjustment as rates change. Deferral applicants are liable for increases in levy rates that occur after they elect to defer payment to the date that payment is actually made. Should the developer elect to pay an installment or any amount owing prior to a scheduled installment date the off-site levy assessment will be determined based upon the off-site levy rates in effect at the time of payment. “Schedule 3” outlines the installment collection process.

Guiding Principle

Developers that elect to defer off-site levy payments will be assessed their off-site levy obligation based upon the off-site levy rate in effect at time of payment.

Potential options for calculation of off-site levy payments:

Assessment Adjustment Terms	Rationale
a) Assessment at Time of Payment – Off-site levy balances owing are “floating” and subject to adjustment for off-site levy rates in effect at the time of payment.	Off-site infrastructure is subject to changes for cost changes, interest rate changes etc. These changes will be considered in off-site levy rate changes annually.

2. OFF-SITE LEVY INFRASTRUCTURE FRONT-ENDING

A. The timing of off-site infrastructure is such that all off-site levy funds will not be in place prior to construction. Parkland County is interested in working with the development community. Therefore, in order to attract developers to front end construction, incentives will be provided including: offsetting levies due by the value of off-site levy infrastructure constructed by the developer, providing interest on front-ending balances owed to the developer. "Schedule 4" outlines the infrastructure front-ending process

B. Construction of "Qualified" and "Non-Qualified" Off-site Infrastructure

We have used the term "qualified" off-site infrastructure. "Qualified" means that the County has approved off-site infrastructure construction and entered into contract (Front-end Construction Agreement) with the developer. The agreement will outline the standards and specifications of the infrastructure to be constructed. The decision to approve the construction as "qualified" is based upon the off-site infrastructure being outlined within the County's Off-site Levy Bylaw and the Infrastructure being required by the County in the near immediate term. This later condition is denoted by the project being reflected in the next 5 years of the County's Capital Plan.

There may be instances where a developer may wish to construct off-site infrastructure to support their development however the County may not require the infrastructure to be built at this time ("non-qualified"). For example, a developer may wish to construct all four lanes of an arterial road when only two lanes are required. The County will permit the developer to offset the cost of off-site infrastructure constructed that may be constructed beyond the County's construction staging plan however repayment of the construction would not commence until the front-end construction becomes "qualified" for repayment i.e. being reflected in the next 5 years of the County's Capital Plan.

Guiding Principle

Off-site infrastructure constructed by a developer will be constructed to the standards and specifications of the County.

Developers are required to enter agreement with the County on all off-site infrastructure constructed (qualified or non qualified infrastructure).

"Qualified" off-site infrastructure is outlined within Parkland County's Off-site Levy Bylaw and is contained within the next 5 years of the County's Capital Plan.

"Non-qualified" off-site infrastructure is outlined with Parkland County's Off-site levy but is not referenced within the next 5 years of the County's Capital Plan.

Developers that construct "Qualified" or "Non-qualified" off-site infrastructure are permitted to offset off-site levies up to the cost of infrastructure being constructed (see offsetting off-site levies).

Developers that construct "qualified" off-site infrastructure will be reimbursed infrastructure construction costs by a guaranteed repayment date and interest will accrue on unpaid balances.

Developers that construct "non-qualified" off-site infrastructure will not be reimbursed costs and will not receive interest on unpaid balances until such time as the infrastructure becomes "qualified" (i.e., contained in the next 5 years of the County's Capital Plan).

	Qualified Infrastructure	Non-qualified Infrastructure
Relationship to Off-site Levy Bylaw and Capital Plan	Is contained in the County's Off-site Levy Bylaw and the next 5 years of the County's Capital Plan.	Is contained in the County's Off-site Levy Bylaw but is not contained in the next 5 years of the County's Capital Plan.
Standards & Specifications	Constructed to the standards and specifications of the County.	Constructed to the standards and specifications of the County.
Front-end Agreement	Developers are required to enter agreement with the County.	Developers are required to enter agreement with the County
Offset Off-site Levies	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.
Interest on Unpaid Balance	Developers will receive interest on the balance of off-site infrastructure amounts due to the developer.	No Interest Payment Until Qualified – Developers will not receive interest on non-qualified infrastructure constructed. Interest will only accrue once the infrastructure is "qualified".

C. Offsetting Off-site Levies for Front-end Infrastructure Costs

Developers who front end the construction of off-site levy infrastructure whether "qualified" or "non-qualified" may apply the cost of this infrastructure against off-site levies due to the County. If the developer is constructing off-site infrastructure or contributing land that will be used to site off-site levy infrastructure the County will award the developer a credit up to the value of construction. However, the construction credit may only be applied against the same category of levy as the constructed front-end infrastructure. No construction credits may be applied to off-site levies owing that differ from the off-site levy infrastructure being constructed. For example, if a developer were front-ending the construction of water off-site infrastructure, then the off-site levy assessment for water can be offset by the value of front-ended water infrastructure. The value of construction cannot be offset against any other off-site levy assessments.

Guiding Principle

Developers that front end the construction of off-site infrastructure may offset the off-site levy assessments on this category of off-site infrastructure up to the cost of infrastructure construction.

Front-end infrastructure costs may only be applied against the same off-site levy category as the infrastructure being front-ended.

Potential options for calculation of off-site front end amounts and levy credits for front-ended off-site levy infrastructure:

Front-end Construction Amount / Offset Credits	Rationale
Offset Based Upon Professional Estimate / Adjust for Actual – The offset credit will be based upon the County approved construction estimates.	Obtaining external pricing ensures that all parties understand the potential cost of the project. Final actual construction cost is required to finalize

The developer will provide this estimate. The developer estimate must be certified by a professional architect or engineer or based on a fixed price bid from a contractor. When the infrastructure is ultimately constructed the actual cost of construction, approved by the County, will be applied to adjust any off-site levies still owing. The developer must advise the County of any change orders that impact the cost of the approved infrastructure and the change order must be approved in writing by the County to be eligible for reimbursement or levy assessment offset.	amounts that may be due to the developer and / or the County. The notification and approval of change orders will keep the County and developer apprised of the cost changes and potential impact on levy assessments outstanding.
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3. Infrastructure Front End Claim Reimbursement

A. Construction Inspection and Acceptance

Developers who are front-ending the construction of off-site levy infrastructure will construct infrastructure to the standards and specifications demanded by the County. In this regard the process used to inspect and accept other development infrastructure will be used for off-site infrastructure construction. The County will inspect constructed infrastructure and issue a Construction Completion Certificate when the infrastructure is completed. This certificate will "start the clock" on the timing of guaranteed repayment on "qualified" off-site infrastructure. The developer will be responsible for correcting any deficiencies in off-site infrastructure construction. Front-end off-site infrastructure will be subject to a warrantee period as outlined in the County Engineering Design Standards. To ensure that the developer corrects deficiencies in front-end infrastructure, cost reimbursement will be subject to hold back. The County will issue a Final Acceptance Certificate when all deficiencies have been remedied and the warrantee period has expired. The Final Acceptance Certificate will trigger the release of front-end infrastructure reimbursement hold back (subject to the availability of funds in the offsite levy reserve). "Schedule 5" outlines the reimbursement of front-ending claims process.

Guiding Principle

Developers will be responsible to construct off-site infrastructure to the standards and specifications of the County.

Infrastructure inspection and acceptance conditions are outlined below:

Inspection / Acceptance Terms	Rationale
a) Inspection, Correction of Deficiencies, Acceptance – Developer constructed infrastructure will be built to County standards and specification. At completion, infrastructure will be subject to County inspection. The developer will remedy	The developer is accountable for the infrastructure constructed. The Inspection process will ensure that standards have been met and that deficiencies are noted and subject to future correction by the developer. The Construction Completion Certificate "starts" the guaranteed repayment schedule.

construction deficiencies. A Construction Completion Certificate will be issued by the County to signify that infrastructure conforms to County standards.	
b) Hold Back on Deficiencies, Issuance of Final Acceptance Certificate – The County will withhold 5% of the cost of front-end off-site infrastructure repayment amounts to expedite correction of deficiencies (subject to the availability of funds in the offsite levy reserve). After construction deficiencies are completed in accordance with the County Engineering Design Standards a final acceptance inspection will be undertaken, a Final Acceptance Certificate will be issued and holdback on reimbursement may be released (subject to the availability of funds in the offsite levy reserve).	To ensure that a developer corrects any off-site infrastructure deficiencies a hold back amount will be established. The issue of a Final Acceptance Certificate by the County will be used to signal release of holdback on payment to the developer.

B. Interest on Unpaid Balance

Developers who construct “qualified” off-site infrastructure, where the cost of construction exceeds off-site levies payable, will earn interest on balances due to them. Interest will accrue from the point of the issuance of the Construction Completion Certificate, and will be posted to the developers account annually and upon final repayment of the construction cost by the County. Interest accrued on unpaid balances owed to the developer will be earned at the borrowing rates periodically agreed to by the County in the “County Banking Agreement”. The “County Banking Agreement” represents the interest cost to the County if it were to borrow money to front-end construction of the off-site infrastructure.

Guiding Principle

Balances due to developers as a result of front-ending the construction of “qualified” off-site infrastructure will earn interest at the nominal cost of capital to the County as would be received in a loan through the County’s Banking Agreement.

Interest earned on outstanding balance due to the developer for construction of “qualified” off-site infrastructure:

Inspection / Acceptance Terms	Rationale
a) Interest on Outstanding Balance at County Cost of Capital – Developer constructed off-site infrastructure will earn interest on any outstanding balance at the interest rate the County would receive if it were to borrow money under the terms and conditions of the “County Banking Agreement”. Interest will be credited to developer accounts annually and at time of final payment to the developer.	Developers who construct “qualified” infrastructure will receive credit for the working capital invested in constructing front-ending off-site Infrastructure. The MGA indicates that parties that front end infrastructure construction will be entitled to interest on their investment.

C. Front Ending Repayments

The County will decide annually the amount of off-site levy reserves that are to be used / retained for drawn down of outstanding front-end balances (less holdbacks) and future construction. "Schedule 6 outlines how off-site levy reserves will be apportioned.

The County will develop a plan annually describing how it intends to distribute off-site levy reserve funds. The plan will consider future off-site front-ending, future staging of off-site infrastructure, the balance in off-site levy reserves, the balance of outstanding qualified front-end obligations, the County's borrowing capacity, interest rates, development trends etc. This information will be used to create the County's Capital Plan as well as a Finance Plan that outlines anticipated levy receipts, expenditures and the allocation of expenditures between repayments, front end debt draw down, monies drawn by the County to construct off-site infrastructure and amounts retained in the reserve to finance future disbursements including future construction, repayments etc.

Guiding Principle

The County will develop annually a financial plan describing how off-site levy funds will be disbursed.

Repayment prioritization:

Reserve Use	Rationale
a) Use for Funding Payouts, Construction of New Off-site Infrastructure or Draw Down of Off-site Infrastructure Debts – Off-site levy funds will be drawn down as may be required to meet front-end payments (less holdbacks). Off-site reserve funds may also be used / retained for future infrastructure projects or draw down of "qualified" front-end obligations at the discretion of the County.	Repayment of developer payouts may be given the same priority as funding of new infrastructure or draw down of front-end debts.

D. Payments on Developer Front End Debts

Any off-site levy reserve funds that are assigned to the draw-down of obligations related to "qualified" front-end construction will be distributed to front-ending parties (County and / or private developers) in an equitable fashion. Equity will be achieved by prorating repayment funds across the outstanding balance of all amounts owed.

Guiding Principle

**Funds drawn from the off-site levy reserve to pay down "qualified" front end obligations will be prorated across all outstanding loan balances.
When an amount owed on "qualified" front-ending obligation is equal to or less than \$100,000, the amount due will be paid out in its entirety.**

The following outlines the administrative processes that will be used when reserve payments are allocated to the repay / draw down of "qualified" front-end obligations.

Repayment of "Qualified" Debts	Rationale
a) Payments on Amounts will be Prorated on All Balances Due – The County will determine the amount of funding to be applied to the pay down of front ending obligations for "qualified" balances. Such funding will be prorated across all debts, however, the County may choose to defer payment to itself at any given year.	The County will determine the amount of off-site levy reserve funding to be applied against debt draw-downs. This amount will be distributed equally to all debts, County and private developer alike, the County may defer payment to itself thereby allowing all funds available for distribution to flow to front-ending private developers.
b) Payments on Amounts Equal to or Below \$100,000 will be paid out – When the balance of a "qualified" front-end obligation is equal to or falls below \$100,000, the balance will be paid out in its entirety subject to availability of funds.	Small outstanding balances will be paid out to reduce the administrative efforts associated with these amounts.

ATTACHMENTS

"Schedule 1" Off-site Levy Assessment and Collection

"Schedule 2" Off-site Levy Deferment

"Schedule 3" Off-Site Levy Collection

"Schedule 4" Off-site Levy Front-ending Process

"Schedule 5" Front-ending Claim Reimbursement Process

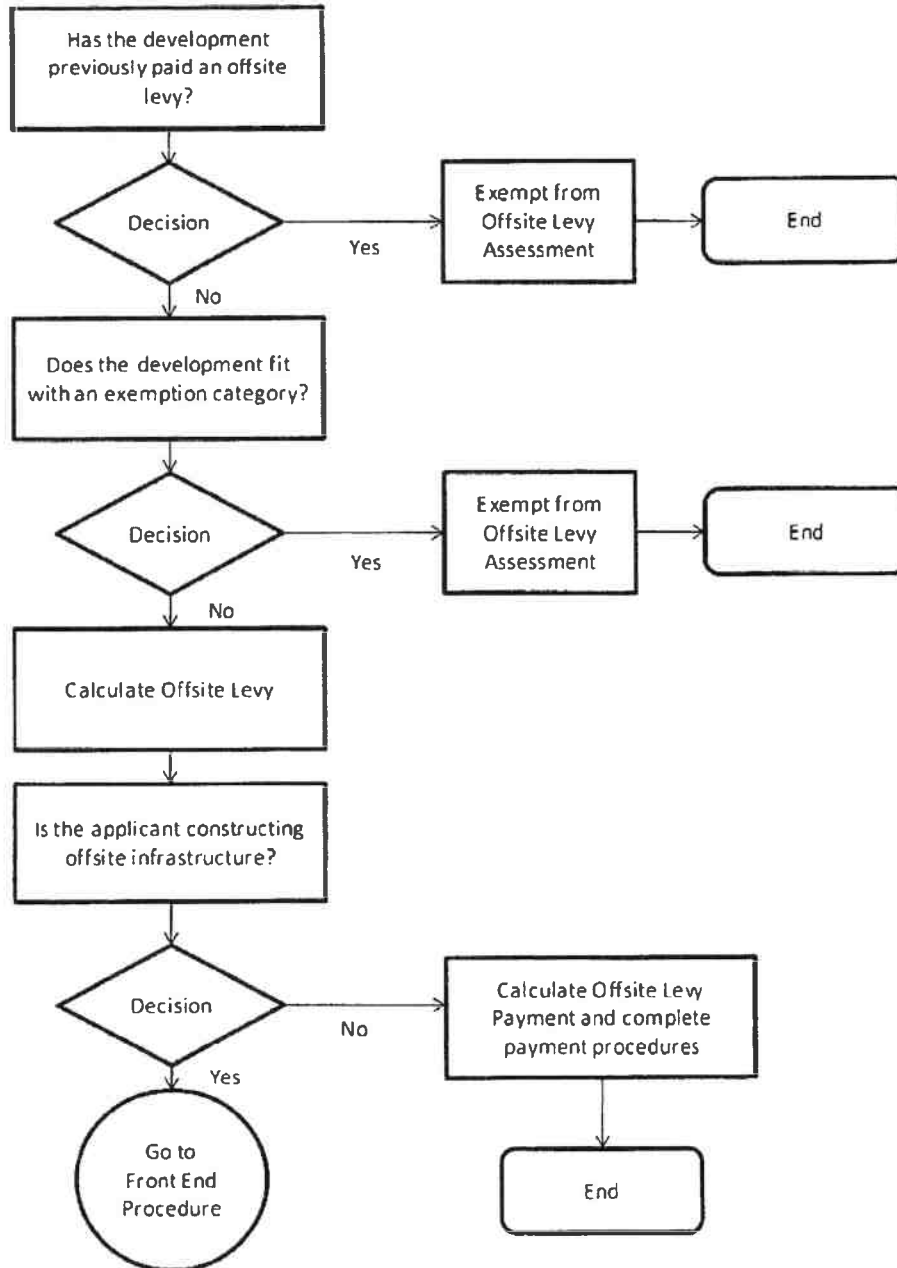
"Schedule 6" Apportioning Off-site Levy Reserve for Payment

RESPONSIBILITIES

The Director of Planning and Development Services is responsible for monitoring and reviewing this procedure.

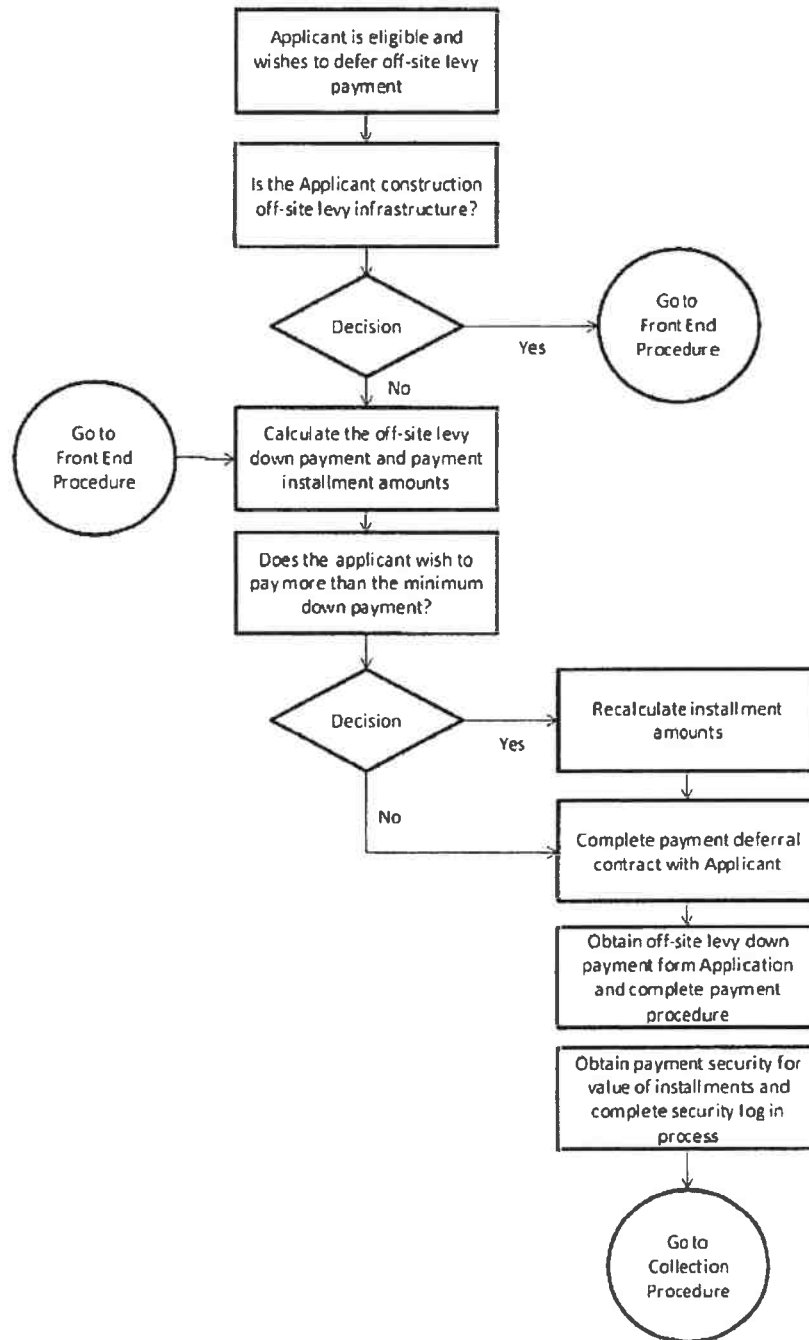
"SCHEDULE 1"

OFF-SITE LEVY ASSESSMENT AND COLLECTION



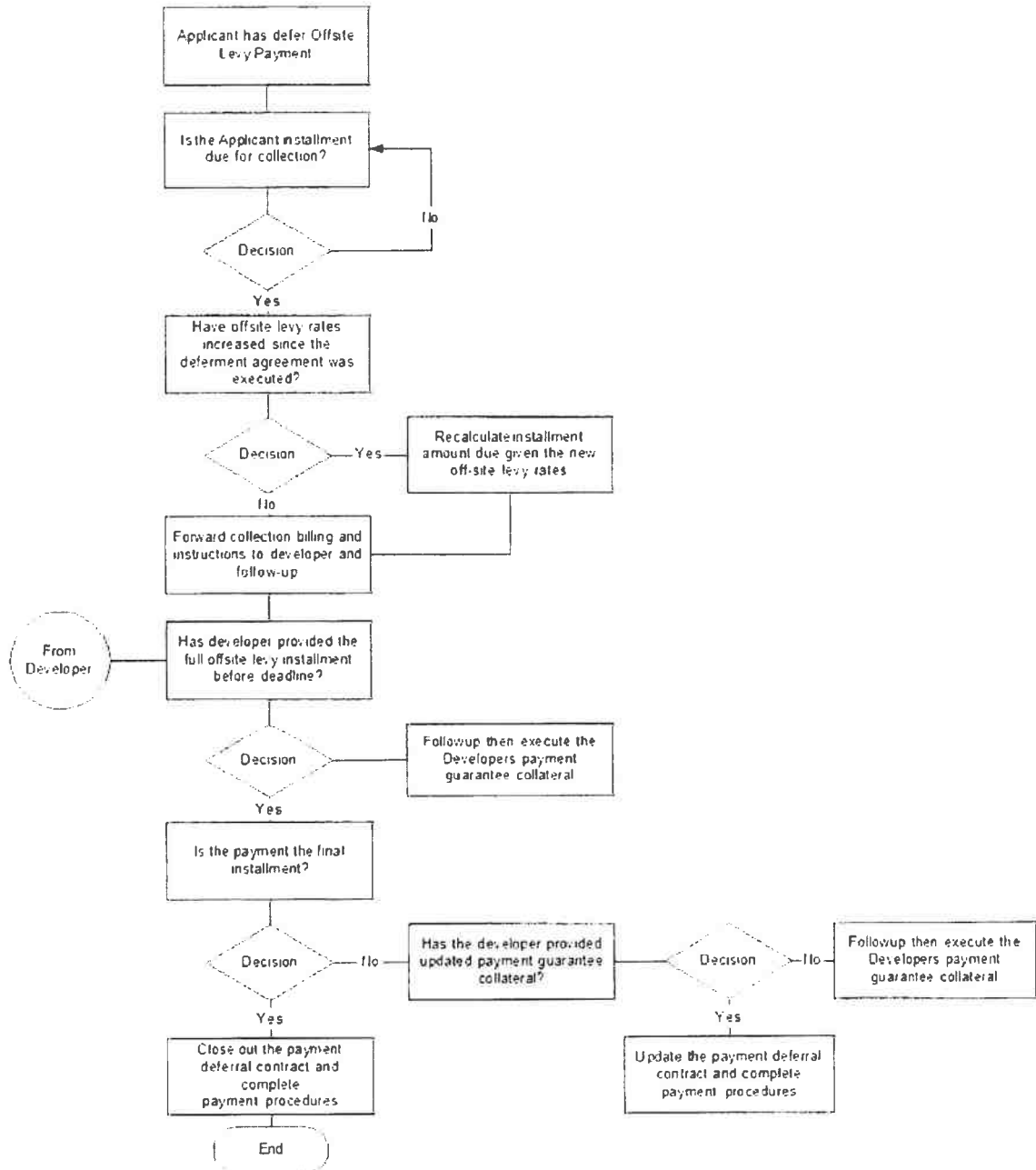
"SCHEDULE 2"

OFF-SITE LEVY DEFERMENT



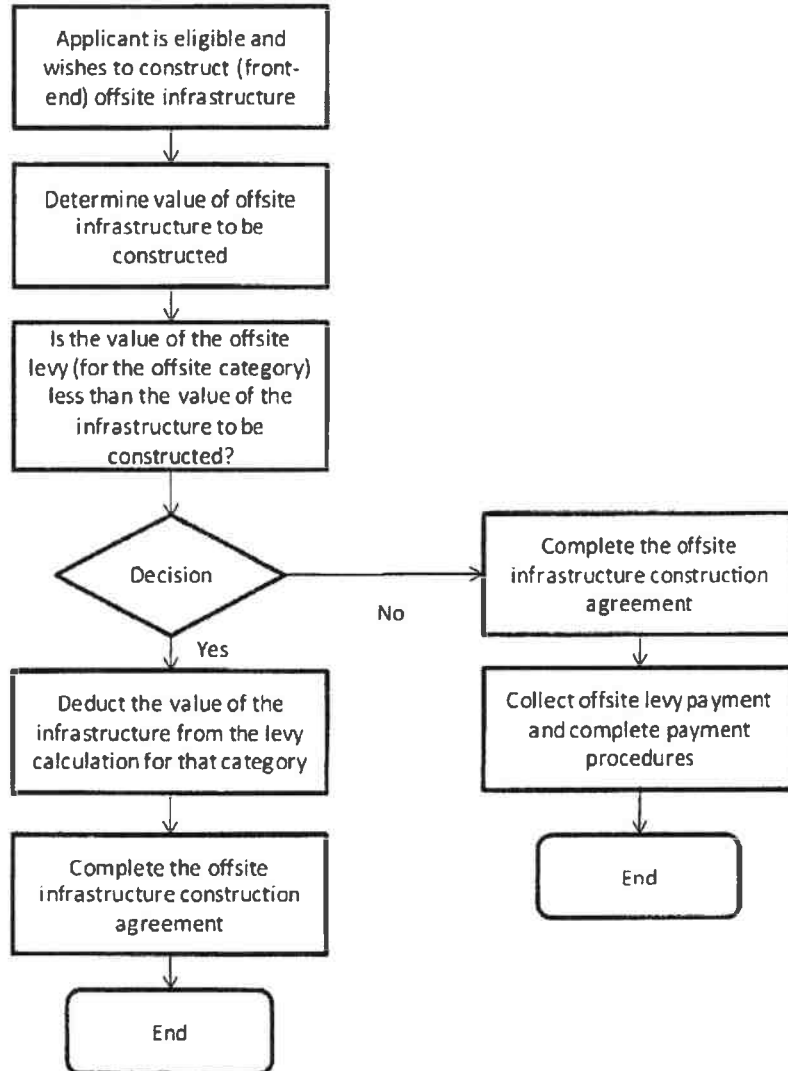
"SCHEDULE 3"

OFF-SITE LEVY COLLECTION



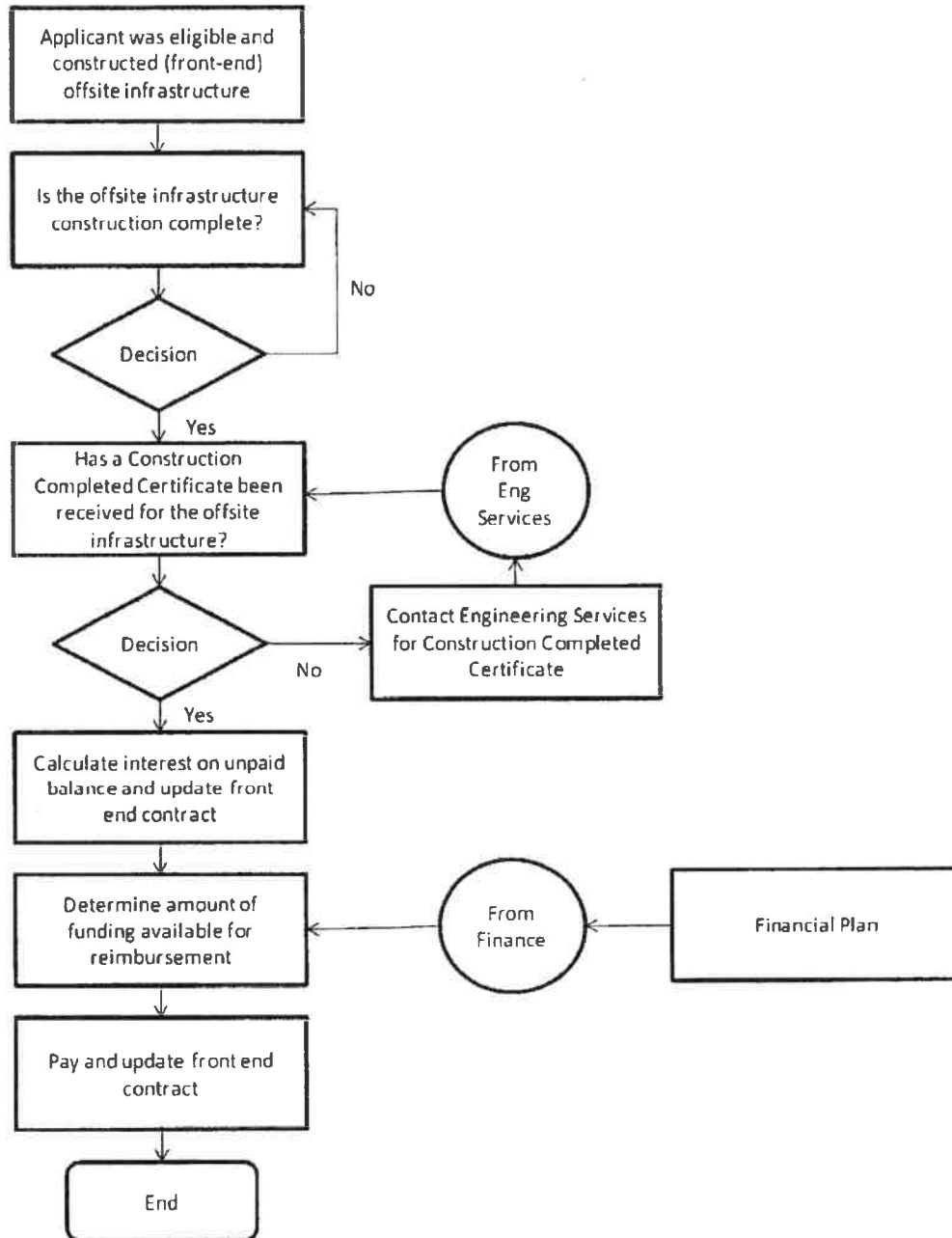
"SCHEDULE 4"

OFF-SITE LEVY FRONT-ENDING PROCESS



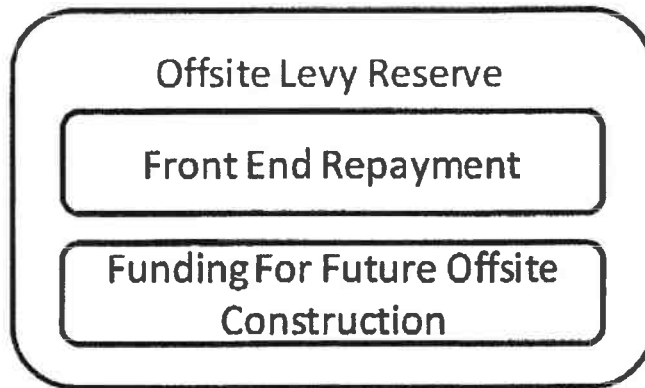
"SCHEDULE 5"

FRONT-ENDING CLAIM REIMBURSEMENT PROCESS



"SCHEDULE 6"

APPORTIONING OFF-SITE LEVY RESERVE FOR PAYMENT



**DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT****Application No:** PLDPR20240293**Roll:** 279004**Applicant(s)**

New Testament Baptist Church
26404 Highway 16 West, 26404 Highway 16 West
Spruce Grove, AB T7X 3H5

On June 06, 2024, the Development Authority deemed your application complete. In reviewing your application and associated submittals for the Development described as "replacement of existing manufactured home with a new model.", the Development Authority determined the use to be for MANUFACTURED HOME, SINGLE WIDE.

The subject property is located at 26404 HWY 16 , legally described as 0225318/1/3, W4-26-53-17-SE and is within the Country Residential District.

This Development Permit APPROVAL authorizes the MANUFACTURED HOME, SINGLE WIDE as a DISCRETIONARY USE in accordance with Section 5.3.2(e) of Parkland County Land Use Bylaw 2017-18. In accordance with Section 16.14.1 of Parkland County Land Use Bylaw 2017-18, this Development Permit is not valid unless and until:

- Any conditions, except those of a continuing nature, have been fulfilled; and,
- No notice of appeal has been served by the Applicant or adjacent landowners on the Subdivision and Development Appeal Board in accordance with the *Municipal Government Act* s.686(1).

This approval is subject to the following conditions:

CONDITIONS	
1.	Prior to the issuance of a building permit(s), the applicant shall provide to Parkland County the required offsite levies in full, as per the signed Deferred Servicing & Off-Site Levy Payment Agreement dated August 8th, 2018 (No. 18-D-037).
2.	Prior to the issuing of building permits, the applicant shall submit an engineered drainage plan for the area(s) impacted by the relocated structure.
3.	The proposed development shall conform to the stamped approved plans and shall not be moved, altered or enlarged except where authorized or directed through this permit approval.
4.	Any proposed changes shall first be submitted for review by the Development Authority. Any changes considered substantial or inconsistent with this approval, as determined by the Development Authority, may require separate development permit approval.
5.	Failure to comply with the conditions of this permit may result in the permit being cancelled and or revoked.
6.	Any modifications, renovation or improvements to relocated structure to meet the stamped plans shall be completed within 120 days of the relocation of the structure.
7.	As per Parkland County Policy all commercial and industrial outdoor lighting installations and outdoor luminary replacements requiring an electrical permit shall be Dark Sky compliant.
8.	The exterior of the Manufactured Home, Single Wide shall be finished in the manner shown on the submitted drawings.
9.	The site shall be kept in a neat and orderly manner.
10.	The area of the approved development shall be landscaped in a manner to prevent any surface run-off onto adjacent properties.
11.	No variation from the external appearance and residential character of land or buildings shall be permitted.
12.	The applicant shall be responsible for the repairing and landscaping of any portion of the County road allowances disturbed during the development of the lands.
13.	The existing single wide mobile home, double wide mobile home, or modular home shall be removed from the subject lands within thirty (30) days of occupying the new single detached dwelling unit.

DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT

Application No:

PLDPR20240293

Roll:

279004

14.	All drainage and grading improvements shall be in accordance with an approved site drainage/grading plan by Parkland County's Land Engineering Department. If drainage or grading improvement are completed, a Lot Grading Certificate signed by a Professional Engineer or Alberta Land Surveyor must be provided to the Development Authority.
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The applicant is advised of the following permit notes:

PERMIT NOTES	
1.	The applicant is responsible to obtain a Haul Agreement from Parkland County Public Works at 780-968-8448.
2.	It is the applicant's responsibility to contact Alberta Utility Safety Partners (formerly Alberta One-Call) at 1-800-242-3447 or www.clickbeforeyoudig.com before any ground disturbance.
3.	Prior to connecting to municipal water and sewer, the applicant is responsible to obtain authorization from Parkland County Public Works (780-968-8448).
4.	The applicant is responsible to obtain building, plumbing, electrical, gas and private sewage permits which may be required. Permits must be obtained from Parkland County.
5.	The applicant is responsible to ensure compliance with the Restrictive Covenant(s) registered on Title.
6.	The landowner is responsible for ensuring that all property approaches are sited, designed and constructed in accordance with Parkland County's Engineering Design Standards and County Policy C-EN10. For more information on approach requirements, contact Land Development Engineering at lde@parklandcounty.com or 780-968-8888 ext. 7313.with Parkland County's Engineering Design Standards.
7.	The applicant is responsible to obtain any Provincial approval which may be required.
8.	The applicant is responsible to ensure compliance with the National Fire Code (Alberta Edition).

This decision was issued on June 10, 2024

If no notice of appeal is served, **the permit will come into effect on:**
(July 1, 2024)

Nick Zazula
Development Authority

The development must be started and diligently pursued within **twelve (12) months** from the Date of Decision, unless otherwise specified on this development permit approval or in the conditions of the development permit approval. If the authorized development is not commenced, the approval ceases and this permit is deemed void, expired and without effect

DO YOU WISH TO APPEAL THIS DECISION?

This decision may be appealed to the Subdivision and Development Appeal Board within twenty-one (21) days after the Date of Decision pursuant to Section 686 of the *Municipal Government Act, RSA 2000, CM-26*.

For inquiries regarding the appeal process or to submit an appeal, please contact Parkland County Legislative Services at 780-968-8471 or SDAB@parklandcounty.com. Parkland County requires that a non-refundable fee of ~~\$200.00~~ must be paid for an appeal served on the Subdivision and Development Appeal Board by the applicant.

SUBDIVISION AND DEVELOPMENT APPEAL BOARD

July 4, 2024

Pastor Brian Coldwell c/o New Testament Baptist Church of Edmonton
26404 Hwy 16 West
Parkland County, AB T7Z 1R1

NOTICE OF SUBDIVISION AND DEVELOPMENT APPEAL BOARD HEARING

Appeal of:	Development Permit Conditionally Approved, authorizing replacement of existing manufactured home with a new model, as a discretionary use.
Application Number:	PLDPR20240293
Location:	Municipal Address: 26404 Highway 16 Spruce Grove, AB T7X 3H5 Legal Address: SE 17-53-26-W4 Plan 0225318/1/3
Application Approved:	June 10, 2024
Appeal Received:	July 2, 2024
Applicant:	New Testament Baptist Church of Edmonton/Pastor Brian Coldwell
Appellant:	New Testament Baptist Church of Edmonton/Pastor Brian Coldwell
Appeal Hearing Date:	10:00 a.m., Monday, July 29, 2024
Appeal Hearing Location:	Council Chambers – 53109A Hwy 779, Parkland County, AB <i>Teams virtual attendance also available</i>
Submissions Deadline:	July 23, 2024, 4:00 p.m.

Parkland County received a Development Permit application located on the above noted lands. The Development Permit application was approved on June 10, 2024.

Correspondence has been received appealing the decision for approval, and in accordance with Section 686.2 of the *Municipal Government Act*, a hearing will be held at Parkland County Centre in Council Chambers on **Monday, July 29, 2024 at 10:00 a.m.**

Written submissions for inclusion in the agenda package for the Subdivision and Development Appeal Board regarding this appeal must be received by the undersigned on or before **Tuesday, July 23, 2024, 4:00 p.m.** This will allow time for all parties to review all information before the hearing.



All written submissions for the agenda package must be sent via email to sdab@parklandcounty.com , or dropped off at the Parkland County Centre building during regular business hours on or before July 23, 2024, 4:00 p.m.

The agenda package for this hearing will be available for viewing on our website: www.parklandcounty.com/sdab no later than July 24, 2024. Prior to the start of the hearing, a copy of the application and supporting documentation is available for inspection at Parkland County Centre, during regular business hours. Please contact Legislative and Legal Services at 780-968-8888 or by email at sdab@parklandcounty.com to schedule an appointment to view these documents.

Please Note:

This meeting will be conducted in person at the Parkland County Council Chambers. However, for those unable to attend in person, the option to attend via TEAMS conferencing is available. Should you wish to attend via TEAMS conferencing please contact SDAB Clerk staff by email at SDAB@parklandcounty.com or by telephone at 780-968-8888 no later than 9:00 a.m. on Monday, July 29, 2024.

Please contact the Clerk's Office at the above should you require assistance or have any questions/concerns.

Yours truly,

A handwritten signature in blue ink, appearing to read "Barb", written over a light blue circular stamp.

Barb Williams, Clerk
Subdivision and Development Appeal Board
sdab@parklandcounty.com

Development Authority Report

Appealed?	YES
Appeal Details	Appeal Hearing Date: July 29, 2024 Appellant(s): B. Coldwell

Application Details

Applicant(s)	New Testament Baptist Church
Landowner(s)	NEW TESTAMENT BAPTIST CHURCH OF EDMONTON,
Application Date	April 08, 2024
Deemed Complete Date	May 14, 2024
Decision Date	June 23, 2024
Description of Development	Upgrading Pastor's residence with a pre-owned manufactured home, single-wide.
Submittals	1. Planning Application Submittal 1.1. Building Description & Photos 1.2. Site Plan 1.3. Floor Plans 1.4. Building Elevations
Variance Requested?	None
Reasonings for Variance (as provided by Applicant)	N/A

Site Information

Title Area	6.31 (ha)
Current Land Use District	Country Residential District
Use of Adjacent Parcels	Country Residential (West, North), Country Residential Estate (East), Hwy 16 (South)

Environmental Considerations	Current Wetland Inventory does not identify any wetlands within the proposed development area.	
Gas wells and pipelines abandoned and active within Title Area	ATCO Gas and Pipeline ROW PEMBINA Pipeline Corporation ROW	
Instruments Registered on Title	2158NM 2425NM 5508NJ 1079SK 822 138 771 872 185 861 932 042 708 002 085 344 002 294 590 022 326 681 022 326 681 122 151 810 122 151 822 152 104 089 182 258 231	Utility ROW Grantee – ATCO GAS AND PIPELINES LTD. Utility ROW Grantee – ATCO GAS AND PIPELINES LTD. Agreement – RECIPROCAL CROSSING AGREEMENT RE: UTILITY RIGHT OF WAYS 3198MQ & 2158NM Utility ROW Grantee – ACTO GAS AND PIPELINES LTD. Utility ROW Grantee – ATCO GAS AND PIPELINES LTD. Caveat – PEMBINA PIPELINE CORPORATION Caveat – PEMBINA PIPELINE CORPORATION Caveat – DEFERRED RESERVE PARKLAND COUNTY Utility ROW grantee – ACTO GAS AND PIPELINES LTD. Utility ROW grantee – ATCO GAS AND PIPELINES LTD. Utility ROW grantee – AQUILA NETWORKS CANADA LTD. Caveat – ACCESS ATCO GAS AND PIPELINES Caveat – Utility ROW – ATCO GAS AND PIPELINES LTD. Caveat – LEASE INTEREST UNDER 20 ACRES ACTO GAS AND PIPELINES LTD. Caveat – DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT

Legislative History and Higher Order Planning Documents

Regional Plan	None.	
Edmonton Metropolitan Region Growth Plan	Identified within Rural Area of Metropolitan Region Structure.	
Intermunicipal Development Plan	None.	
Municipal Development Plan Bylaw 2017-14 (MDP)	In reference to Figures of the MDP, the subject parcel is identified in the following classifications:	
	Figure 7 – Development Concept Designation	Country Residential
	Figure 9 – Prime Agricultural Areas	☐ Yes / ☒ No
	Figure 11 – Prime Recreation and Tourism Areas	☐ Yes / ☒ No
	Figure 14 – High Priority Landscapes	☒ Yes / ☐ No
Area Structure Plan	The Lands are governed by the Big Lake Area Structure Plan (ASP) and are identified as within the “CRA #1 Area”. ○ The ASP supports the residential use of land in this area (ASP Section	

- 4.2).
- The ASP (Bylaw 24-99) states that no private water well will be allowed on SE 17-53-36-W4M "The Lands" as the municipal water system is constructed adjacent to The Lands.

Land Use Bylaw 2017-18 Regulation

Use Class Determination

Current Land Use District	Country Residential District
Description of Development	Upgrading Pastor's residence with a new Manufacture Home, Single Wide.
Determined Use Class	MANUFACTURED HOME, SINGLE WIDE
Use Class Definition (LUB s.20.3)	<i>means a building or structure, whether ordinarily equipped with wheels or not, that is constructed or manufactured to be moved from one point to another as a single unit which provides completely self-contained, year-round residential accommodation and meets the requirements for a residence under the Canadian Standards Association and has a length to width ratio of 3:1 or greater. A single-wide manufactured home does not include a double wide manufactured home, holiday trailer, park model or Recreational Vehicle.</i>
Is Use Class a Listed Use in District?	Discretionary
Applicable Specific Use Regulations	Yes – see Chart 1 "Applicable Specific Use Regulations".

Chart 1: Applicable Specific Use Regulations (LUB s12.11 Manufactured Home, Single Wide, LUB s11.7 Relocation of Any Building or Structure)

Section	Regulation	Compliance
12.11.1	Manufactured Home, Single Wide shall have Canadian Standard Association Certification	Factory Floor Plan and Elevations Provided to standard. Label and Series Provided on the Bill of Sale: 53145, SHL 1676-05-17802
12.11.2	A Manufactured Home, Single Wide shall only be allowed to locate in the following locations designated acceptable for manufactured home placement and use: a) within a fully serviced Manufactured Home Park or manufactured home subdivision; b) within "resort/lakefront" Multi-	The parcel, although adjacent to a multi-parcel subdivision, is not contained or located within a multi-parcel residential subdivision and is compliant with c). - Plan North 092 5299 - Plan West 142 3115

	Parcel Residential Subdivisions where the majority of Parcel sizes are less than 1,858.0 m ² ; c) on individual Parcels of land not contained or located within a Multi-Parcel Residential Subdivision; d) within all residential subdivisions of three (3) Parcels or less; or e) rural centres, excluding Keephills.	
11.7.1	Except as otherwise provided for in this Bylaw, no person shall relocate a building or structure, or portion thereof, onto a site without first obtaining a development permit for the moved-in building or structure. The moved-in building or structure shall comply with the appropriate land use district regulations.	The moved-on building complies with the land use regulations of the CR District.
11.7.2	In any district except CRE – Country Residential Estate, a previously owned building or structure to be relocated onto an existing residential use Parcel shall be treated as a Discretionary Use.	The permit is for a discretionary use.
11.7.3	The Development Authority shall not approve a development permit for a relocated previously owned building or structure unless it is designed, constructed, sited, finished and clad in a manner that is visually compatible, in the opinion of the Development Authority, with the existing residential dwelling, single detached, manufactured home or accessory building, lands and the neighbourhood in general.	The development authority is of the opinion that the moved-on structure is designed and finished in a manner that is visually compatible with the area.
11.7.4	To assist in the assessment of the compatibility of a moved-in building with surrounding development, and in addition to the requirements of Section 16.3 of this Bylaw, a development permit application for a relocated building shall include: a) recent colour photographs showing all sides of the building; b) a statement of the age, size and structural condition of	The applicant provided colour photographs and a statement on the condition of the moved-on structure. No improvements are necessary for the structure.

	the building; and c) a statement of any proposed improvements to the building, including a description of the colour, texture and/or finish applied to exterior surfaces, and a drawing of proposed landscaped areas.	
11.7.5	Any modifications, renovations or improvements required to the design, construction, siting, finishing and cladding of the relocated building shall comply with this Bylaw and shall be listed as conditions of the development permit.	No modifications are required.
11.7.6	The conditions shall be completed within 120 days of the relocation or in a timely fashion as determined by the Development Authority.	The permit conditions that any modifications, renovations, or improvement of the relocated structure to meet stamped plans be completed within 120 days of relocation.

Comments Received from Internal/External Circulation

Public Pre-Consultation Comments

Was public pre-consultation required prior to development permit application? ☐Yes / ☒No

If yes, was Public Engagement Summary submitted as part of application submittals? ☐Yes / ☐No

Referral Agency Comments

Agency	Response Received	Comments
Parkland County Engineering Services	☒ Yes / ☐ No	The engineering review has identified the requirement for a drainage plan for the moved-on structure. Due to the low-intensity nature of this development, this requirement was conditioned as a submittal before building permit approval.
Offsite Levies and Legal Review	☒ Yes / ☐ No	The 2018 Deferred Servicing Agreement provides that New Testament Baptist Church is required to "pay to the County the off-site levies owing against the Lands as imposed by the municipal council of the County..." if the Lands are subject to a Triggering Event. A Triggering Event includes the Lands being subject to an application or applications and approval of such applications for a development permit for development to be located within the Lands.

		The approval of this permit is a Triggering Event, and thus requires the applicant to pay the full amount of the off-site levies owing to Parkland County, in accordance with the signed Deferred Servicing & Off-Site Levy Payment Agreement dated August 8th, 2018 (No. 18-D-037) and Parkland County's Off-Site Levy Bylaw 2015-07. The applicant is also required to enter into a Development Agreement with Parkland County.
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Development Authority Decision

Reasons for Decision

In the opinion of the Development Authority, the proposed development on the Lands meets the intent of the definition and regulations for Manufactured Home, Single Wide.

The Development Authority took into consideration the following:

1. Proposed Land Use
 - Manufactured Home, Single Wide is a Discretionary Use within the Country Residential District.
 - The proposed development creates no change in development intensity on the parcel, as the existing manufactured home will be removed and the new manufactured home is approved to be in the same location.
 - The proposed development meets the requirements Manufactured Home, Single Wide as outlined in Section 12.11 of the Land Use Bylaw. The surrounding Subdivisions (Plan 092 5299, Plan 142 3115) do not include the subject parcel in their subdivision plans, thus complying with 12.11.2 (c).
 - Photographs and a written description of the manufactured home were provided to the Development Authority to confirm the characteristics of the home meet the residential character of the surrounding land uses.
2. Relevant Planning Documents
 - The governing Area Structure Plan supports residential uses on these lands.
 - The governing Area Structure Plan requires all development on the property to be serviced by municipal water servicing
 - The Municipal Development Plan Development Concept supports residential uses on these lands.
3. Adjacent Land Use
 - The Development Authority is of the opinion that the proposed development is compatible with surrounding adjacent land uses due to its residential nature and very low development intensity.
4. The existing Deferred Servicing & Off-Site Levy Payment Agreement Dated August 8th, 2018 (No. 18-D-037) condition for payment is triggered by the approval of this permit. Therefore, the applicant is required to pay the outstanding Levy amount to Parkland County.

The application included all submittal items as required by the Development Authority. The application was circulated to Parkland County's Land Development Engineering work groups and Legal Team for review.

From the comments from the Engineering Work Group, a landscape drainage plan was requested to be submitted and approved before applying for building permits. The stormwater facility is not associated with this application, thus all conditions and advisements relating to the stormwater facility have been removed.

Following consultation with the County's Legal Team, the County determined that the permit satisfies the

definition of a “Triggering Event” as outlined in the signed Deferred Servicing & Off-Site Levy Payment Agreement dated August 8th, 2018 (No. 18-D-037). As per the County’s Off-Site Levy Bylaw 2015-07 the applicant must pay any outstanding levies prior to applying for building permits.

Closing Statement

The Development Authority submits that the SDAB uphold the decision of the Development Authority to approve a Manufactured Home, Single Wide use on the Lands with all required conditions.

EXHIBITS

- Exhibit A: Development Permit Decision
- Exhibit B: Internal Referral Comments
- Exhibit C: Location Map
- Exhibit D: Land Use Bylaw 2017-18 Excerpts
- Exhibit E: Area Structure Plan Excerpts
- Exhibit F: Municipal Development Plan Bylaw 2017-14 Excerpts
- Exhibit G: Deferred Servicing & Off-Site Levy Payment Agreement No. 18-D-037
- Exhibit H: Photos and Condition Statement of the Manufactured Home
- Exhibit I: Development Authority’s PowerPoint Presentation

Prepared by: Parkland County Development Authority 5/14/2024 12:00:00 AM

**DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT**

Application No: PLDPR20240293
Roll: 279004

Applicant(s)

New Testament Baptist Church
26404 Highway 16 West, 26404 Highway 16 West
Spruce Grove, AB T7X 3H5

On June 06, 2024, the Development Authority deemed your application complete. In reviewing your application and associated submittals for the Development described as “replacement of existing manufactured home with a new model.”, the Development Authority determined the use to be for MANUFACTURED HOME, SINGLE WIDE.

The subject property is located at 26404 HWY 16 , legally described as 0225318/1/3, W4-26-53-17-SE and is within the Country Residential District.

This Development Permit APPROVAL authorizes the MANUFACTURED HOME, SINGLE WIDE as a DISCRETIONARY USE in accordance with Section 5.3.2(e) of Parkland County Land Use Bylaw 2017-18. In accordance with Section 16.14.1 of Parkland County Land Use Bylaw 2017-18, this Development Permit is not valid unless and until:

- Any conditions, except those of a continuing nature, have been fulfilled; and,
- No notice of appeal has been served by the Applicant or adjacent landowners on the Subdivision and Development Appeal Board in accordance with the *Municipal Government Act* s.686(1).

This approval is subject to the following conditions:

CONDITIONS	
1.	Prior to the issuance of a building permit(s), the applicant shall provide to Parkland County the required offsite levies in full, as per the signed Deferred Servicing & Off-Site Levy Payment Agreement dated August 8th, 2018 (No. 18-D-037).
2.	Prior to the issuing of building permits, the applicant shall submit an engineered drainage plan for the area(s) impacted by the relocated structure.
3.	The proposed development shall conform to the stamped approved plans and shall not be moved, altered or enlarged except where authorized or directed through this permit approval.
4.	Any proposed changes shall first be submitted for review by the Development Authority. Any changes considered substantial or inconsistent with this approval, as determined by the Development Authority, may require separate development permit approval.
5.	Failure to comply with the conditions of this permit may result in the permit being cancelled and or revoked.
6.	Any modifications, renovation or improvements to relocated structure to meet the stamped plans shall be completed within 120 days of the relocation of the structure.
7.	As per Parkland County Policy all commercial and industrial outdoor lighting installations and outdoor luminary replacements requiring an electrical permit shall be Dark Sky compliant.
8.	The exterior of the Manufactured Home, Single Wide shall be finished in the manner shown on the submitted drawings.
9.	The site shall be kept in a neat and orderly manner.
10.	The area of the approved development shall be landscaped in a manner to prevent any surface run-off onto adjacent properties.
11.	No variation from the external appearance and residential character of land or buildings shall be permitted.
12.	The applicant shall be responsible for the repairing and landscaping of any portion of the County road allowances disturbed during the development of the lands.
13.	The existing single wide mobile home, double wide mobile home, or modular home shall be removed from the subject lands within thirty (30) days of occupying the new single detached dwelling unit.

**DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT**

Application No: PLDPR20240293
Roll: 279004

14.	All drainage and grading improvements shall be in accordance with an approved site drainage/grading plan by Parkland County's Land Engineering Department. If drainage or grading improvement are completed, a Lot Grading Certificate signed by a Professional Engineer or Alberta Land Surveyor must be provided to the Development Authority.
-----	--

The applicant is advised of the following permit notes:

PERMIT NOTES	
1.	The applicant is responsible to obtain a Haul Agreement from Parkland County Public Works at 780-968-8448.
2.	It is the applicant's responsibility to contact Alberta Utility Safety Partners (formerly Alberta One-Call) at 1-800-242-3447 or www.clickbeforeyoudig.com before any ground disturbance.
3.	Prior to connecting to municipal water and sewer, the applicant is responsible to obtain authorization from Parkland County Public Works (780-968-8448).
4.	The applicant is responsible to obtain building, plumbing, electrical, gas and private sewage permits which may be required. Permits must be obtained from Parkland County.
5.	The applicant is responsible to ensure compliance with the Restrictive Covenant(s) registered on Title.
6.	The landowner is responsible for ensuring that all property approaches are sited, designed and constructed in accordance with Parkland County's Engineering Design Standards and County Policy C-EN10. For more information on approach requirements, contact Land Development Engineering at Ide@parklandcounty.com or 780-968-8888 ext. 7313.with Parkland County's Engineering Design Standards.
7.	The applicant is responsible to obtain any Provincial approval which may be required.
8.	The applicant is responsible to ensure compliance with the National Fire Code (Alberta Edition).

This decision was issued on June 10, 2024

If no notice of appeal is served, **the permit will come into effect on:
(July 1, 2024)**

Nick Zazula
Development Authority

The development must be started and diligently pursued within **twelve (12) months** from the Date of Decision, unless otherwise specified on this development permit approval or in the conditions of the development permit approval. If the authorized development is not commenced, the approval ceases and this permit is deemed void, expired and without effect

DO YOU WISH TO APPEAL THIS DECISION?

This decision may be appealed to the Subdivision and Development Appeal Board within twenty-one (21) days after the Date of Decision pursuant to Section 686 of the *Municipal Government Act, RSA 2000, CM-26*.

For inquiries regarding the appeal process or to submit an appeal, please contact Parkland County Legislative Services at 780-968-8471 or SDAB@parklandcounty.com. Parkland County requires that a non-refundable fee of ~~\$200.00~~ must be paid for an appeal served on the Subdivision and Development Appeal Board by the applicant.

Exhibit B: Internal Referral Comments

Parkland County Engineering Services:

GENERAL NOTES

1. All references made herein regarding Section # or Details, shall mean a reference to the Parkland County Engineering Design Standards (2015), unless otherwise specified.

DEFICIENCIES:

1. As outlined in Parkland County Policy C-PD 17 Lot Grading, the applicant shall submit a grading plan from Professional Engineer to show the proposed development and how drainage is affected.

2. As per Parkland County Policy C-PD17 – Lot Grading, the applicant shall provide a Lot Grading Certificate to the Development Authority following completion of the work. The lot grading certificate shall represent the final grading work completed within the development boundary and shall be certified by a qualified Alberta Land Surveyor or Professional Engineer registered in good standing with APEGA.

CONDITIONS:

GENERAL

1. Grading plan shall comply with current Parkland County Engineering Design Standards and shall show proposed surface materials and the direction of surface drainage flows, main floor and footing elevation and any drainage easements registered against the title.

2. Engineering Services may request a post-construction survey that is representative of the completed work. At a minimum, grade stakes shall be established or approved by an Alberta Land Surveyor or qualified Professional Engineer, to confirm elevations of the Rough Grading and or Final Grading in correlation to the Lot Grading Plan and Grading Certificate.

ADVISEMENTS:

1. As per Policy C-PD17 – Lot Grading Policy, “No person or owner shall cause or allow the Surface Elevation or Surface Grade on a Lot or County Property to be altered, or otherwise complete any grading on a Lot or County Property, unless a Lot Grading Plan has been approved by the CAO” (or their designate).

Exhibit C: Location



Municipal Address:

26404 HWY 16

Legal Description:

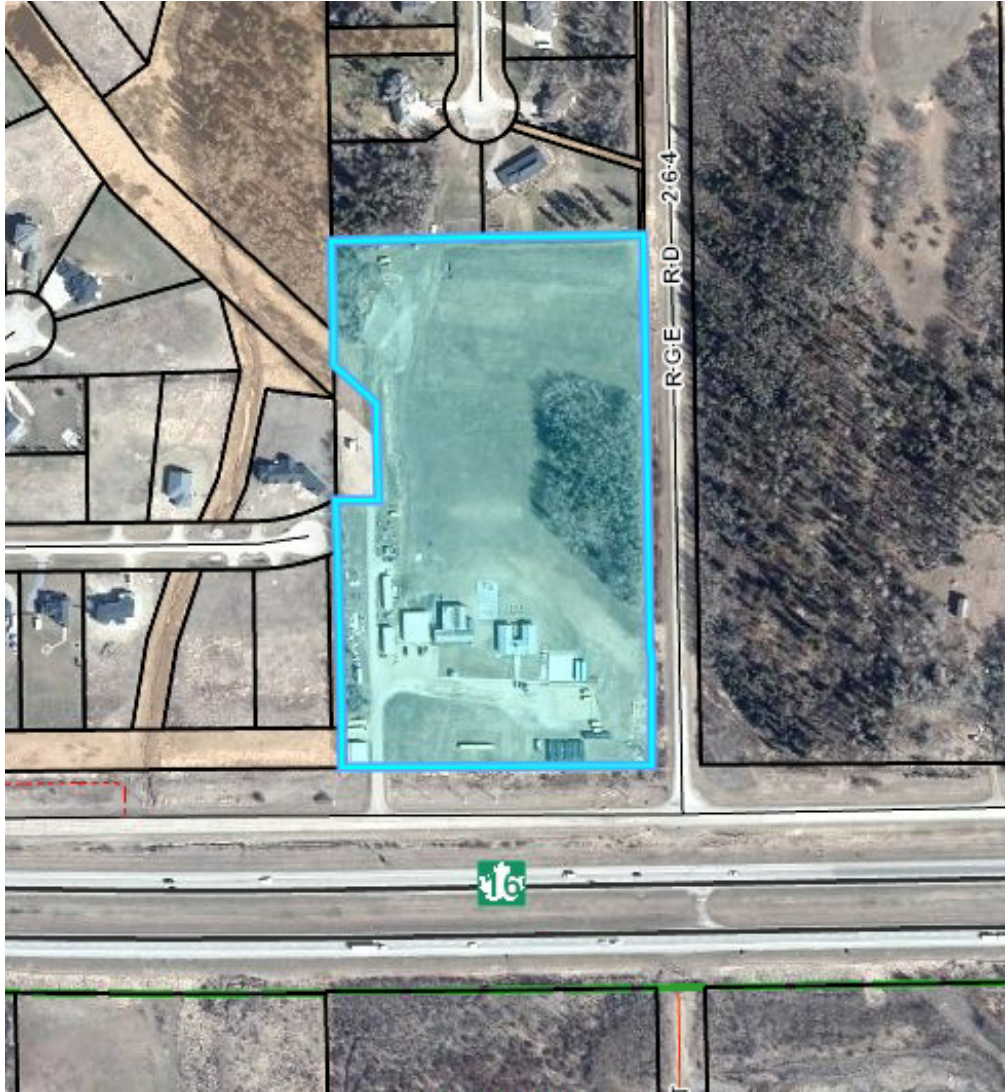
Plan 0225318

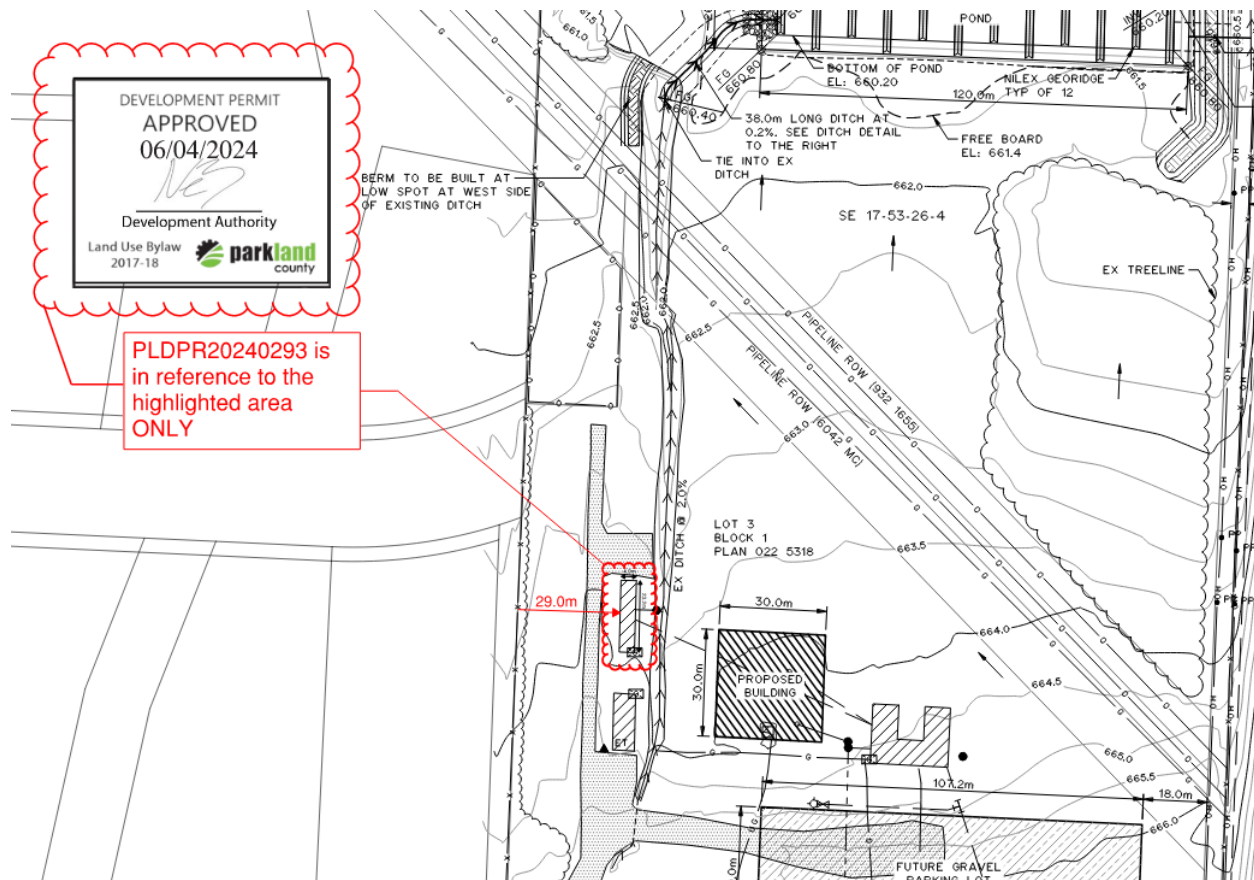
Block 1

Lot 3

District

CR – Country Residential District





Manufactured home location

Engineered Drainage Plan/Site Plan used to save cost to the applicant. The approved permit only relates to the red-outlined area.

Exhibit D: Land Use Bylaw Excerpts

11.7 Relocation of Any Building or Structure

1. Except as otherwise provided for in this Bylaw, no person shall relocate a building or structure, or portion thereof, onto a site without first obtaining a development permit for the moved-in building or structure. The moved-in building or structure shall comply with the appropriate land use district regulations.
2. In any district except CRE – Country Residential Estate, a previously owned building or structure to be relocated onto an existing residential use Parcel shall be treated as a Discretionary Use.
3. The Development Authority shall not approve a development permit for a relocated previously owned building or structure unless it is designed, constructed, sited, finished and clad in a manner that is visually compatible, in the opinion of the Development Authority, with the existing residential dwelling, single detached, manufactured home or accessory building, lands and the neighbourhood in general.
4. To assist in the assessment of the compatibility of a moved-in building with surrounding development, and in addition to the requirements of Section 16.3 of this Bylaw, a development permit application for a relocated building shall include:
 - a. recent colour photographs showing all sides of the building;
 - b. a statement of the age, size and structural condition of the building; and
 - c. a statement of any proposed improvements to the building, including a description of the colour, texture and/or finish applied to exterior surfaces, and a drawing of proposed landscaped areas.
5. Any modifications, renovations or improvements required to the design, construction, siting, finishing and cladding of the relocated building shall comply with this Bylaw and shall be listed as conditions of the development permit.

12.11 Manufactured Home, Single Wide

1. Manufactured Home, Single Wide shall have Canadian Standard Association Certification.
2. A Manufactured Home, Single Wide shall only be allowed to locate in the following locations designated acceptable for manufactured home placement and use:
 - a. within a fully serviced Manufactured Home Park or manufactured home subdivision;
 - b. within "resort/lakefront" Multi-Parcel Residential Subdivisions where the majority of Parcel sizes are less than 1,858.0 m²;

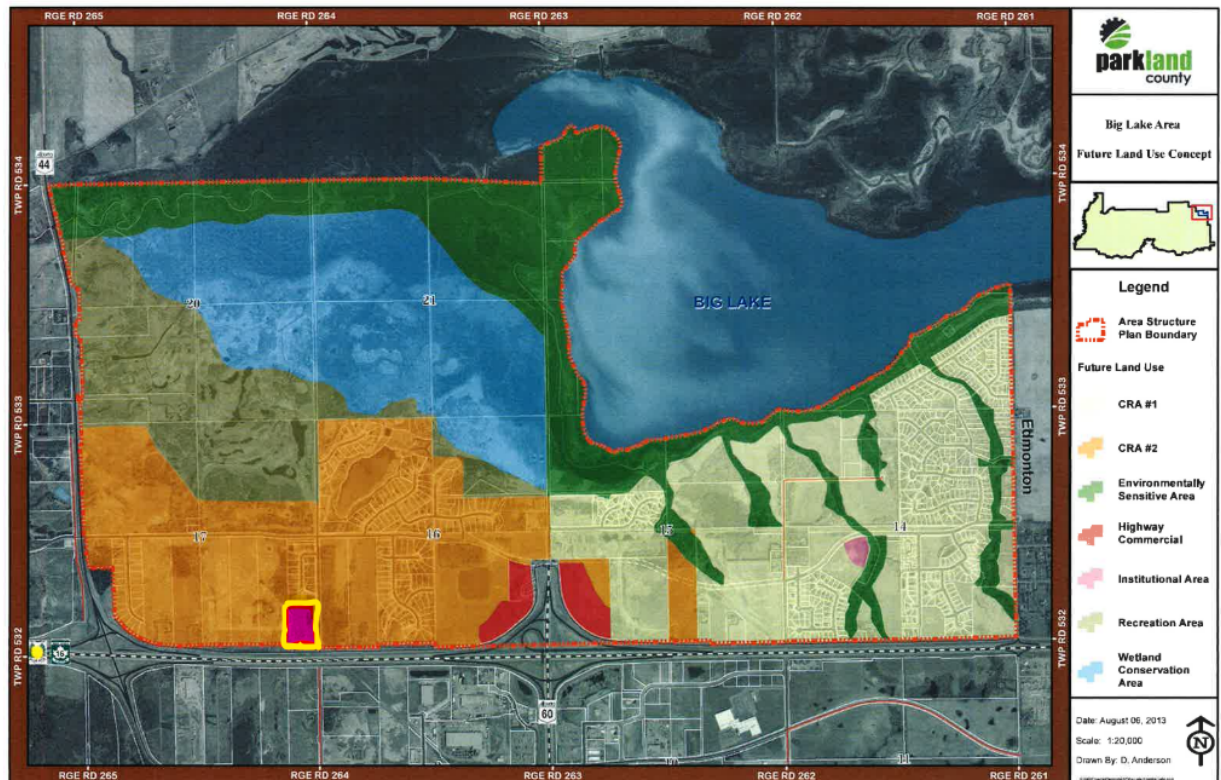
- c. on individual Parcels of land not contained or located within a Multi-Parcel Residential Subdivision;
- d. within all residential subdivisions of three (3) Parcels or less; or
- e. rural centres, excluding Keephills.

16.12 Development Permit Conditions

1. Pursuant to Section 650 of the Act, as a condition of a development permit being issued, the applicant may be required to enter into an agreement with the County to do any or all of the following:
 - a. to construct or pay for the construction and/or upgrading of public roadways required to give access to the development;
 - b. to construct or pay for the construction of i) a pedestrian walkway system to serve the development, or ii) pedestrian walkways to connect the pedestrian walkway system serving the development with a pedestrian walkway system that serves or is proposed to serve an adjacent development, or both;
 - c. to install or pay for the installation of public utilities, other than telecommunications systems or works, that are necessary to serve the development;
 - d. to construct or pay for the construction of i) off-street or other parking facilities, and ii) loading and unloading facilities;
 - e. to pay an off site levy or redevelopment levy; and
 - f. provide a guaranteed security to ensure compliance with the requirements of the agreement.
2. The agreement may also require an irrevocable letter of credit issued by a Canadian Chartered Bank or the Alberta Treasury Branch from the applicant to secure performance of any of the conditions of a development permit. Such an agreement shall be executed prior to the commencement of the development.
3. The Development Authority may impose conditions to the approval of a Permitted Use only to ensure compliance with this Bylaw.
4. The Development Authority may impose such conditions, as a Development Authority deems appropriate for the approval of a Discretionary Use or if a regulation is varied, relaxed, or waived. Such conditions must achieve a planning objective. This includes, but is not limited to, limitations on the hours of operation of any Discretionary Use.
5. 5. The Development Authority may impose conditions upon the approval of any use where a license, permit, approval or other authorization has been granted by the Natural Resource Conservation Board, Energy Resources Conservation Board or Alberta Energy Regulator.

Exhibit E: ASP Excerpts, Big Lake ASP

Land Use Concept – “The Lands” in yellow, identified as an institutional area.



F. INSTITUTIONAL LAND USE

The two institutional areas, located east and west respectively of Highway 60, are to be used for school and church activities. Other activities permissible in the two area would include community based activities such as social club/special interest group meetings.

- The approved manufactured home is an accessory to the church on the property, aligning with section 4.2 (F)

4.1 Development Objectives

1. To Provide high-quality, innovative, and diversified rural residential development opportunities spanning several market segments
- The Development Authority is of the opinion that a Manufactured Home contributes to meeting this development objective by providing a diversified housing option available to a more affordable market segment.

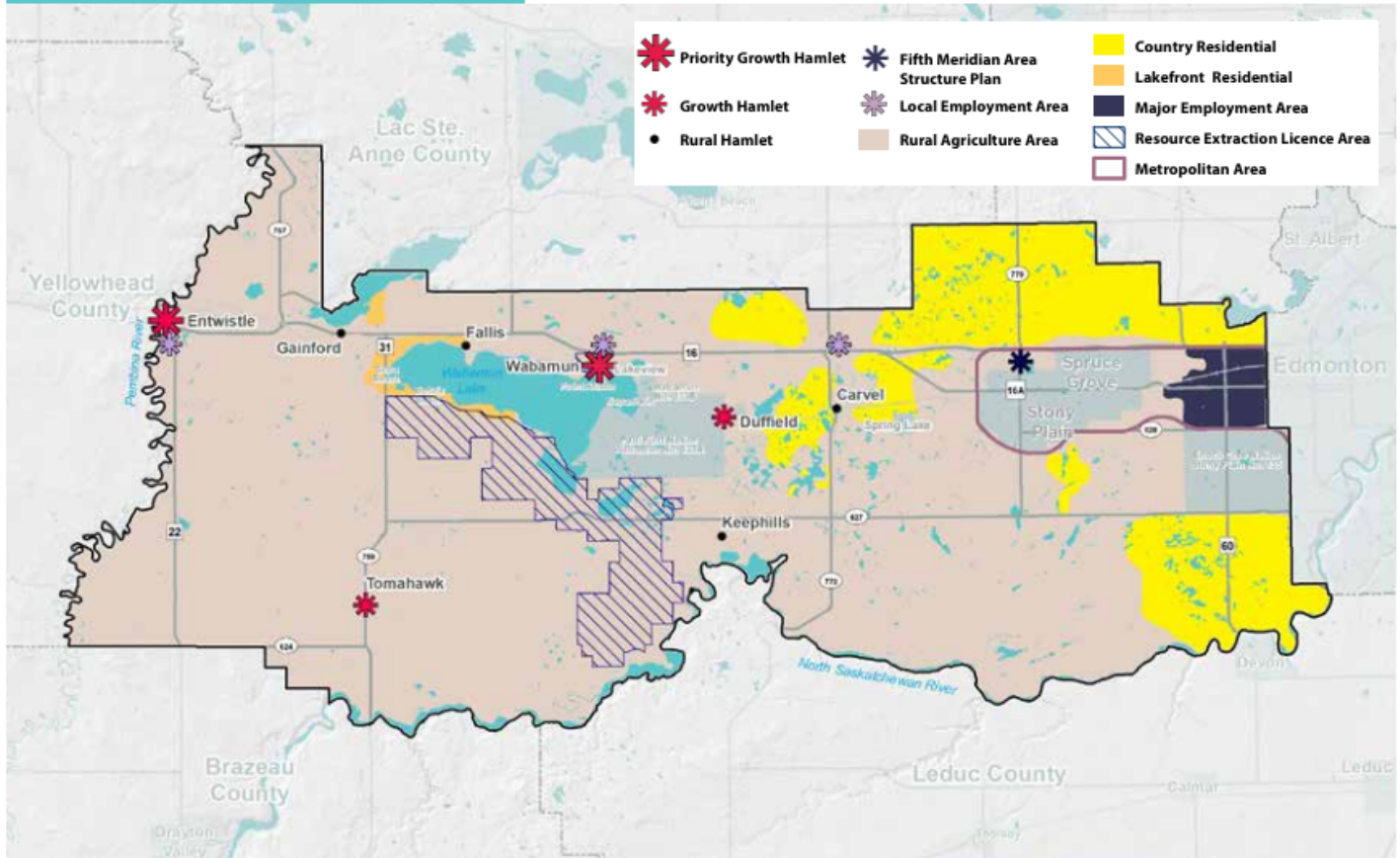
4.4 C. Water Supply

Notwithstanding the foregoing requirement, the Church and related development on Lot D, Plan 5212RS, Pt. SE 17-53-26-W4M, may proceed on the basis of a water supply system utilizing truck haul and cistern until such time as the municipal water system is constructed adjacent to the subject lands. No private water wells will be allowed.

- 'The Lands' is the parcel referenced in 4.4 C. Water Supply. The Parcel is now Municipally Serviced and must be connected to municipal servicing.

Exhibit F: Municipal Development Plan Bylaw 2017-14 Excerpts

FIGURE 7 | DEVELOPMENT CONCEPT

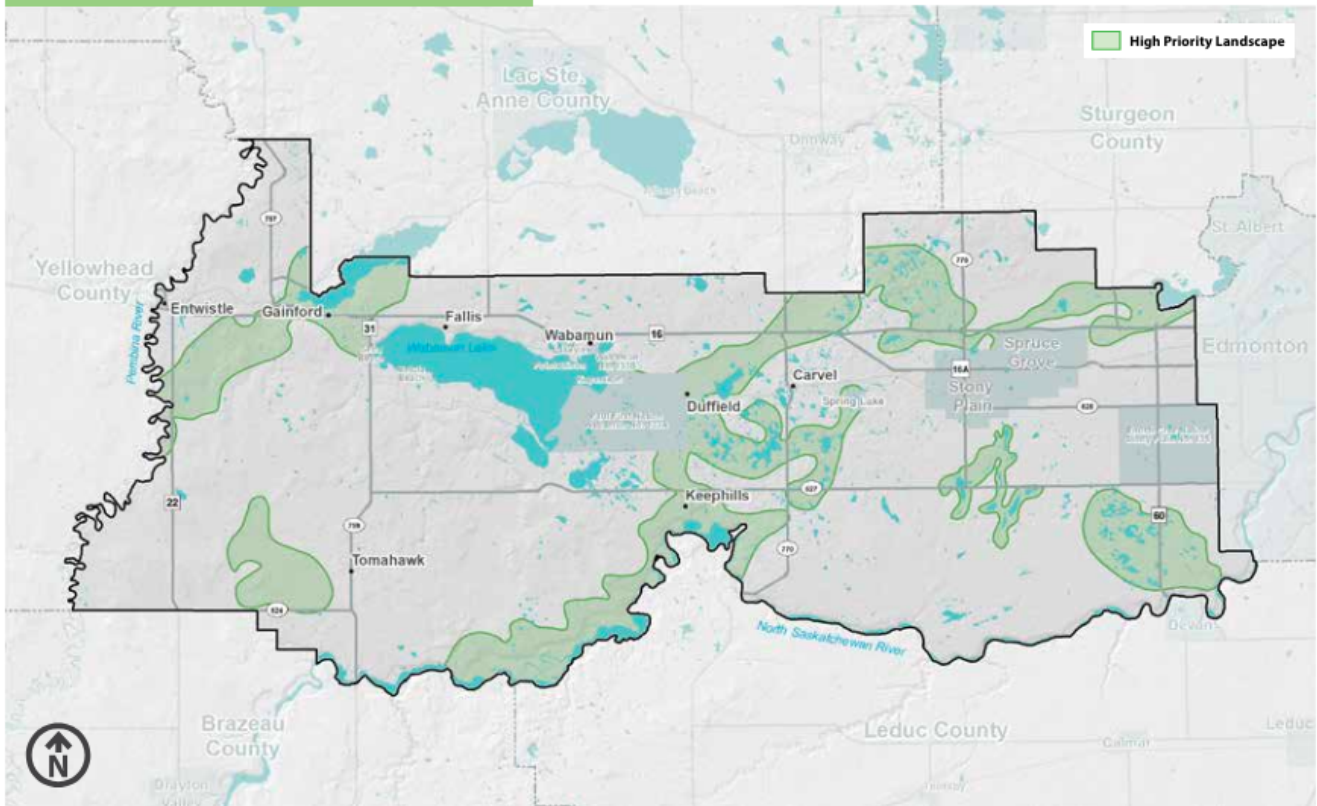


*NOTE: Interpretation of **Figure 7: Development Concept** shall be considered in conjunction with policy overlay areas as depicted in **Figure 9: Prime Agriculture Areas**, **Figure 11: Prime Recreation and Tourism Areas**, and **Figure 14: High Priority Landscapes**.

ONE PARKLAND: POWERFULLY CONNECTED - OCTOBER 2017 | 28

- “The lands” are located within the Country Residential Development Concept Area of Parkland County. The MDP therefore supports this residential use on “The Lands.”

FIGURE 14 | HIGH PRIORITY LANDSCAPES



10.1.2 High Priority Landscapes

- a. High Priority Landscapes are environmentally significant areas that require a careful approach to development. High Priority Landscapes are identified on **Figure 14: High Priority Landscapes**. Developments in these areas should address the following to the satisfaction of the County:
 - i. integration with large natural ecosystem complexes and critical wildlife corridor linkages as identified in the County's Environmental Conservation Master Plan. Development proposals that may impact these systems should consider and integrate these landscape features as part of development projects;
 - ii. preservation of surface and ground water interactions and connectivity; and
 - iii. cumulative effects at the watershed and broader landscape scale.
- b. A Desktop or Comprehensive Biophysical Assessment process, as outlined in Appendix 2: Requirements for Technical Reports & Studies, shall be undertaken when multi-parcel developments are proposed within High Priority Landscapes as identified in **Figure 14: High Priority Landscapes**.

- “The lands” are located within the High Priority Landscape region of Parkland County. In this region, development must be conscious of the “preservation of surface and groundwater interactions and connectivity. As per the Big Lakes ASP, this is achieved by limiting private water servicing and wells and requiring developments like those on “The Lands” to be connected to municipal servicing when required.



Plan 0225318, Block 1, Lot 3
within SE-17-53-26-4
Development Permit No. 18-D-037

Dated this 08 day of AUGUST, 2018.

BETWEEN:

PARKLAND COUNTY
a municipal corporation in the Province of Alberta

OF THE FIRST PART

- and -

New Testament Baptist Church Of Edmonton
of Parkland County, in the Province of Alberta

OF THE SECOND PART

**DEFERRED SERVICING &
OFF-SITE LEVY PAYMENT AGREEMENT**

BETWEEN:

PARKLAND COUNTY
a municipal corporation in the Province of Alberta
(the "County")

OF THE FIRST PART

- and -

New Testament Baptist Church of Edmonton
of Parkland County, in the Province of Alberta
(the "Developer")

OF THE SECOND PART

DEFERRED SERVICING & OFF-SITE LEVY PAYMENT AGREEMENT

WHEREAS the Developer is the registered owner of those lands situated in Parkland County legally described as:

DESCRIPTIVE PLAN 0225318

BLOCK 1

LOT 3

CONTAINING 6.5 HECTARES (16.06 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1222375 RIGHT OF WAY	0.189	0.47	

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands");

WHEREAS the Municipal Government Act 2000 R.S.A. M-26 as amended ("the Act") provides that the Approving Authority may require the applicant for development to enter into an agreement with Council of the County respecting the construction or payment for construction of public utilities to service the development and the payment of off-site levies.

WHEREAS the Developer has applied for a development permit approval for the placement of a 4200 sq. ft. modular classroom structure (the "Development") on the Lands and the Development Authority for the County conditionally approved Development Permit No. 18-D-037 on March 19, 2018, as shown on Schedule "A" subject to certain conditions, including the entering into of this Agreement regarding the servicing for the development and the payment of off-site levies.

WHEREAS the County and the Developer wish to provide for the orderly and mutually beneficial servicing of the Lands.

WHEREAS the County and the Developer have agreed that the construction of utilities to service the Lands and the payment of off-site levies will be phased, and in part postponed, until such time as the Lands is the subject of:

- (a) the approval and registration of a further subdivision or subdivisions; or
- (b) an application or applications and approval of such applications or applications for;
 - (i) a development permit or permits; or
 - (ii) a building permit or permits;for developments to be located within the Lands; or
- (c) an application for connection to existing or future utilities constructed by the County within or adjacent to the Lands; or
- (d) an application for and approval of a land use redesignation affecting all or part of the Lands resulting in a land use designation development without the requirement of a development permit; or
- (e) the occurrence of any one or more of the foregoing.

any or all of the foregoing events are hereinafter referred to as a "Triggering Event"

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements herein contained and of the County allowing the Developer to proceed in the manner set forth herein, the parties agree as follows:

ARTICLE 1 - CONSTRUCTION OF LOCAL IMPROVEMENTS

1.1 Agreement may not Fetter Statutory Discretion

- (a) The Developer and the County acknowledge that the subdivision authority for Parkland County has the sole and exclusive jurisdiction, pursuant to Part 17 of the Act to approve subdivisions within Parkland County and to impose conditions upon such approvals. Nothing in this Deferred Servicing Agreement may fetter the statutory discretion of the subdivision authority, nor any successor authority, in the exercise of its statutory discretion.
- (b) The Developer and the County acknowledge that the development authority for Parkland County has the sole and exclusive jurisdiction, pursuant to Part 17 of the Act to approve developments within Parkland County and to impose conditions upon such approvals. Nothing in this Deferred Servicing Agreement may fetter the statutory discretion of the development authority, nor any successor authority, in the exercise of its statutory discretion.

- (c) The Developer and the County acknowledge that the municipal council of Parkland County has the sole and exclusive jurisdiction, pursuant to Part 17 of the Act to establish a land use bylaw and land use districts within Parkland County and to impose conditions upon such approvals. Nothing in this Deferred Servicing Agreement may fetter the statutory discretion of the development authority, nor any successor authority, in the exercise of its statutory discretion.

1.2 Requirement to Construct Roads and Utilities

- (a) If the Lands are the subject of a Triggering Event initiated by the Developer, or any successor in title to any portion of the Lands, then the Developer or such successor in title shall:
 - (i) enter into a Development Agreement with the County substantially in the form of the Standard Development Agreement in use by Parkland County at the time of development or as then may be approved by the municipal council for use pursuant to section 655 of the Act or any parallel or successor legislation (and in the event the municipal council has not approved such agreement then in the form then commonly used by the County for such purposes), and
 - (ii) pay to the County the off-site levies owing against the Lands as imposed by the municipal council of the County from time to time or at any time pursuant to the Act or any successor or parallel legislation; and
 - (iii) pay or commute, or make arrangements satisfactory to the County for the payment of all outstanding property taxes on the land proposed to be subdivided, or
 - (iv) at the sole option of the County enter into a further deferred servicing agreement with the County substantially in the form of this agreement;
 - (v) or any combination of the foregoing as may be required by the circumstances;

and failing such agreement and payment or commutation of the off-site levy and property taxes, the County shall not be obligated to issue any development permit or building permit nor permit connection to any utility constructed or caused to be constructed by the County for any development located, either in whole or in part, within the Lands nor shall the County be required to execute any plan of subdivision of any part of the Lands.

- (b) Subject to paragraph 1.2(a), if the Developer or any successor in title to the Lands and the County are unable to agree upon the terms of the Development Agreement or, if applicable, a deferred servicing agreement substantially in the form of this agreement, then either party may refer such matters as are in dispute to arbitration by sole arbitrator in accordance with the Arbitration Act 2000 R.S.A. c. A-43. The arbitrator shall resolve such dispute in accordance with the legislated purpose of section 617 of

Part 17 of the Act, the provision of sections 651(1) and 655 of the Act and shall be arbitrated in the following manner:

- (i) The party desiring to refer the dispute for arbitration must notify the other party in writing of the details and the nature and extent of the dispute;
- (ii) Within three (3) days of receipt of such notice, the opposite party must, by written notice, advise the party so desiring to refer the dispute to arbitration of all matters referred to in the initial notice except those for which the party admits responsibility and proposes to take remedial action, such party must then take such remedial action;
- (iii) The terms of reference for arbitration must be those areas of dispute referred to in the initial notice with respect to which the second party has not admitted or proposed to take remedial action;
- (iv) The County and the Developer must, within three (3) days of the establishment of the terms of reference pursuant to subsection (iii) above, each appoint an arbitrator in writing and the two arbitrators must within three (3) days of their appointment appoint a third member to the Arbitration Committee, said member to be known as the Chairman;
- (v) If either party fails to appoint an arbitrator, then the other party may apply to a Justice of the Court of Queen's Bench of Alberta to have such arbitrators appointed;
- (vi) If the two arbitrators fail to appoint a Chairman, then both parties, or either of them, may apply to a Justice of the Court of Queen's Bench of Alberta to have the Chairman appointed;
- (vii) The Arbitrators shall have the power to obtain the assistance, advice or opinion of such engineer, architect, surveyor, appraiser, valuator or other expert as they may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained;
- (viii) The decision of the majority of the Arbitration committee shall be the decision of the Arbitration Committee;
- (ix) The decision of the Arbitration Committee shall be final and binding upon the parties hereto;
- (x) The costs of the Arbitration shall be determined by the Arbitration Committee, provided that any award of costs, notwithstanding the provisions of the Arbitration Act 2000, R.S.A. c. A-43, shall not necessarily be limited to the scale of rates provided in the Arbitration Act; and
- (xi) Except has herein modified, the provisions of the Arbitration Act shall apply to the arbitration procedure unless the Arbitration Committee otherwise directs, the cost of the Arbitration shall be borne equally by the parties. Each of the parties must do all acts and things and execute all deeds and instruments necessary to give effect

to any award made upon such arbitration.

1.3 Allocation of Local Improvements Taxes upon Further Subdivision

- (a) The Developer and County agree that in the event the Lands are further subdivided, then the County shall allocate the remaining portion of any local improvement tax as against the lots or parcels to be subdivided from the Lands and the balance of the lands in a fair and equitable manner pursuant to section 402 of the Act.
- (b) The Developer and County agree that in the event the Lands are further subdivided, then the Developer shall do all such things as are reasonably required to assist the County to ensure that any local improvement tax is equitably apportioned against the Lands pursuant to section 402 of the Act.

ARTICLE 2 - REQUIREMENT TO RETAIN OBLIGATIONS

- 2.1 Prior to any sale of any portion of the Lands, whether in whole or in part, the Developer shall require any purchaser or purchasers to assume the obligations of the Developer under this Agreement. Upon effective assumption of those obligations by the purchaser or purchasers, the Developer's obligations pursuant to the applicable portion of the Lands, as may be applicable, shall be terminated and at an end.
- 2.2 The Developer acknowledges that the County has entered into this agreement based upon the Developer's request and representations to the County that: the Developer will do all things necessary to ensure that all lots and developments within the Lands are fully and properly serviced at the expense of the Developer or any subsequent owner of any portion of the Lands for which a "development" as defined in the Act, is proposed.

ARTICLE 3 - GENERAL

3.1 Waiver

A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not of itself constitute a waiver of any subsequent breach of such covenant or provisions, or of any other covenant, provision or term of this Agreement.

3.2 Further Documents

Both parties shall execute and deliver all further documents and assurances reasonably necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

3.3 Force Majeure

Neither of the parties shall be deemed to be in default in respect of non-performance of its obligations under this Agreement if and so long as the non-performance is due to strikes, lockouts, fire, tempest, or acts of God or the Queen's enemies beyond its control, and all time periods shall be extended by one day for each day of delay; but delay from lack of finances shall in no event be deemed to be a cause beyond a party's control.

3.4 Non-Assignment of Agreement

This Agreement shall not be assignable by the Developer without the prior written approval of the County which approval shall not be unreasonably withheld. It shall, however, be a condition of the County granting the approval that the proposed assignee provide the County with evidence satisfactory to the County that the proposed assignee has complied or can comply with the provisions of this Agreement. An assignment shall be deemed to be required if the Developer is a "body corporate" as defined in the Business Corporations Act, 2000RSA, c. B-9, as amended, or any successor or parallel legislation and sufficient shares are issued or transferred to change effective control of the Developer or if the Developer is a joint venture, partnership or limited partnership and there is a change in the members of the Developer.

3.5 Developer's Covenant

(a) The Developer covenants, undertakes and agrees that the conditions, terms and provisions of the Agreement shall be deemed to be:

- (i) covenants running with the Lands;
- (ii) conditions authorizing the development and subdivision of the lands;

and shall be binding upon the Developer and its successors-in-title. Prior to and after the execution of this agreement for the Lands, the Developer shall obtain the same covenants as are herein contained from any person to whom it may in any way convey the Lands or any undivided interest therein.

(b) The County shall be entitled to file and maintain a Caveat against the interest of the Developer in any and all portions of the Lands evidencing this Agreement. The County shall from time to time, upon the request of the Developer execute and deliver to the Developer for registration in the appropriate Land Titles Office, postponements of the Caveat, postponing the said Caveat in favour of any encumbrance or encumbrances to be registered against the whole or any portion of the Lands, as may be applicable, to secure advances made for interim and long term financing (or either of them) of roadways or utilities to service the Lands, provided that the secured party under the terms of such encumbrances covenants and agrees with each other as follows:

- (i) the secured party will assume all the obligations of the Developer under this Agreement in the event that the secured party shall foreclose or otherwise take

possession of the lands pursuant to its encumbrance if and so long as such possession is taken and retained by such secured party; and

- (ii) the County agrees that if it shall require the secured party to assume all the obligations of the Developer under this Agreement then it shall not foreclose any caveat protecting this Agreement from any title within the Lands.

3.6 Notice

Any notice, communication or request to be given to either party shall be in writing by personal or courier delivery, or telephone facsimile (FAX) addressed to such party at the following address:

Parkland County: **Parkland County**
53109A Hwy 779
Parkland County, AB. T7Z 1R1
Attention: Director of Planning & Development Services
Fax: (780) 968-8444

as to the Developer: **New Testament Baptist Church of Edmonton**
26404 Highway 16 West,
Spruce Grove, Alberta T7X 3H5

or at such other address as either party may from time to time advise the other in writing by notice. Any such notice shall be deemed to have been received the next business day after personal delivery (as evidenced by a delivery slip), email or transmission by FAX (as evidenced by a bona fide fax machine or computer generated confirmation slip); provided that if normal courier or email or FAX service is interrupted by strikes, slowdown, or other cause, then an uninterrupted service must be utilized; or, in alternative, the notice, communication or request may be serviced by process server to an adult person at the party's address.

3.7 Recitals

The Developer and County warrant, each to the other, that the Recitals to this agreement are true as at the date of the agreement and that such warranties were given, each to the other to induce the other to enter into this agreement.

3.8 Enurement

This Agreement shall be binding upon and shall enure to the benefit of the respective parties and their successors, successors-in-title and assigns.

3.9 Gender

This Agreement is to be read with all changes of gender and number as is required by its context.

IN WITNESS WHEREOF the County and the Developer have hereunto affixed their corporate seals by the hand or hands of their proper officers duly authorized in that behalf as of the day and year first above written.

PARKLAND COUNTY

Per: Monte Tripp (for Carol Bergum)

(seal)

Per: [Signature]

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature]
Witness

[Signature]
**NEW TESTAMENT BAPTIST CHURCH
OF EDMONTON**, PASTOR

AFFIDAVIT OF EXECUTION

Canada) I, COLLEEN CARRHOO, of
Province of Alberta) DNOWAY, in the Province of Alberta,
To Wit:) MAKE OATH AND SAY THAT:

1. I was personally present and did see BRIAN COLDWELL named in the above instrument, who is personally known to me to be the person named therein, and duly sign and execute the same for the purposes therein.
2. The same was executed on AUGUST 08, 2018 at ACHESON, in the Province of Alberta and I am the subscribing witness thereto.
3. I know the said BRIAN COLDWELL and he/she is, in my belief, of the full age of 18 years.

SWORN before me at ACHESON)
in the Province of Alberta, this 8th)
day of AUGUST, 2018.)

Colleen Carrhoo
Witness


HARRY ZILLMAN
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires
September 30, 2018

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

Canada) I, BRIAN COLDWELL, of
Province of Alberta) SPRUCE GROVE, in the Province of Alberta,
To Wit:) MAKE OATH AND SAY THAT:

1. I am an officer or a director of NEW TESTAMENT BAPTIST CHURCH OF EDMONTON named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at ACHESON)
in the Province of Alberta, this 8th)
day of AUGUST, 2018.)

Brian Coldwell


HARRY ZILLMAN
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires
September 30, 2018

SCHEDULE 'A'



Planning and Development Services
Phone: (780) 968-8443 Fax: (780) 968-8444

DISCRETIONARY USE APPROVED DEVELOPMENT PERMIT (IN PART)

APPLICATION NO.: 18-D-037
ROLL: 279004

New Testament Baptist Church Of Edmonton
26404 Hwy 16 West
Spruce Grove, Alberta, T7X 3H5

YOUR APPLICATION FOR: 4200 sq. ft. modular classroom structure, existing signage and site improvements located at Lot 3, Block 1, Plan 0225318, SE-17-53-26-W4 Municipal Address 26404 HWY 16 is partially and conditionally approved by the Development Authority, as described below.

This Development Permit authorizes the following use: Religious Assembly, including the placement of 390.2 sq.m. (4,200 sq.ft.) modular classroom building, site improvements, and the existing directional signage indicating the church name; approved as a Discretionary Use in accordance with Section 5.3 of the County's Land Use Bylaw 2017-18.

This Development Permit does not authorize the existing signage affixed to the side of a shipping container along southern property boundary. This development is refused for the following reasons:

- The sign does not comply with Section 15.2.1 of Land Use Bylaw 2017-18, which states that the quality, aesthetic character and finishing of a sign shall be to the satisfaction of the Development Authority.
- The sign location is highly visible and located approximately 1.0 metre from the south property line. The sign consists of a banner affixed to a shipping container. The sign is not designed and constructed in a manner that ensures durability, or does the aesthetic character of the sign ensure compatibility with approved developments on-site and in the vicinity.
- The sign also does not comply with Section 15.2.3 of the Land Use Bylaw which states that signs shall not be permitted within 0.8 kilometres of a highway unless prior approval has been obtained from Alberta Transportation. The sign is approximately one (1) metre from the boundary of Highway 16 road right-of-way.

CONDITIONS:

In accordance with Section 16.14.1 of Land Use Bylaw 2017-18, this Development Permit is not valid unless and until:

- Any conditions, except those of a continuing nature, have been fulfilled; and
 - No notice of appeal had been served on the Subdivision and Development Appeal Board in accordance with Section 686(1) of the Municipal Government Act.
1. Prior to the issuance of a building permit, the following fees, levies, securities, and documents shall be provided to the County:
- An executed Development Agreement in accordance with Section 650 of the Municipal Government Act. The applicant/owner shall enter into a Development Agreement with Parkland County pertaining to the payment of \$200,645.00 in off-site levies (using current rates effective May 1, 2017) owing against the 6.309 hectare development area of the subject property. This amount may be subject to change at the time of the payments;
 - Detailed building permit drawings including structural, electrical and mechanical drawings and any other plans and documentations requested by Safety Codes officers;
 - The posting of cash or a letter of credit in a form and amount satisfactory to the County, as a security for ensuring all obligations under this development permit are fulfilled to the satisfaction of the Development Authority. This security shall include 100% of the cost estimate of the landscaping, as outlined in the approved site plan. The County may call on such amounts, and at such times as it determines appropriate, in the event the County determines that:
 - The applicant/owner has failed to comply with any provision of this development permit;
 - This development permit is cancelled or revoked; or
 - Work has commenced but has not been properly completed within a reasonable period of time.
 - Revised engineering drawings to the satisfaction of the Development Authority in consultation with the County's Land Development Engineering, showing final stormwater and approach

Parkland County 53109A Highway 779, Parkland County, AB Canada, T7Z 1R1
Phone (780) 968-8888 Toll Free 1-888-880-0858 Fax 780-968-8413

www.parklandcounty.com

details; and

- All applicable fees.

2. The applicant shall remove all garbage and waste at their own expense and keep the site in a neat and orderly manner.
3. The proposed development shall conform to the stamped approved plans (as revised in accordance with Condition No. 1 of this permit approval) and shall not be moved, altered or enlarged except where authorized or directed through this permit approval.
4. Any proposed changes shall first be submitted for review by the Development Authority. Any changes considered substantial or inconsistent with this approval, as determined by the Development Authority, may require separate development permit approval.
5. Failure to comply with the conditions of this permit may result in the permit being cancelled and/or revoked.

PERMIT NOTES:

1. The applicant is responsible to obtain building, plumbing, electrical, gas and private sewage permits which may be required. Permits must be obtained from Parkland County.
2. The applicant is responsible to ensure that the approach to the property is designed and constructed to comply with Parkland County Engineering Design Standards.
3. A person applying for, or in possession of, a valid development permit is not relieved from the full responsibility for ascertaining, and complying with or carrying out, development in accordance with the conditions of any caveat, easement, or other instruments affecting the buildings or lands.
4. The applicant is responsible to ensure compliance with the Alberta Fire Code.
5. It is the applicant's responsibility to contact Alberta One-Call at 1-800-242-3447 before any ground disturbance.
6. The applicant is responsible to obtain any authorizations required to connect into water and sanitary mains from Parkland County Public Works (780-968-8448).

DATE OF ISSUE OF DECISION: March 19, 2018

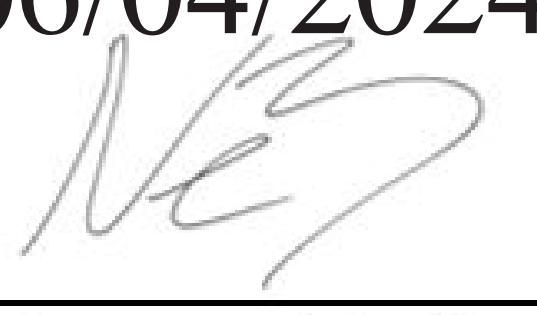
The development must be started and diligently pursued within twelve (12) months from the date of decision, unless otherwise specified on this development permit approval or in the conditions of the development permit approval. If the authorized development is not commenced, the approval ceases and this permit is deemed void, expired and without effect, unless an extension to this permit has been previously granted.

Pursuant to the provisions of the Municipal Government Act, Statutes of Alberta, a Development Permit decision may be appealed to the Subdivision and Development Appeal Board. For further information contact Parkland County Legislative Services at 780-968-8888.

PLEASE NOTE: Parkland County requires that a non-refundable fee of \$200.00 must be paid for and appeal served on the Subdivision and Development Appeal Board by the applicant.

Feinan Long
Development Planner

DEVELOPMENT PERMIT
APPROVED
06/04/2024



Development Authority

Land Use Bylaw
2017-18





DEVELOPMENT PERMIT

APPROVED

06/04/2024

Development Authority

Land Use Bylaw
2017-18





DEVELOPMENT PERMIT
APPROVED
06/04/2024

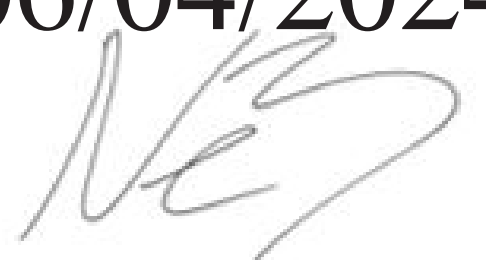
Development Authority

Land Use Bylaw
2017-18





DEVELOPMENT PERMIT
APPROVED
06/04/2024



Development Authority

Land Use Bylaw
2017-18





From: Brian Coldwell <bdcoldwell@gmail.com>
Sent: May 2, 2024 8:44 PM
To: Nick Zazula
Subject: Re: PLDPR20240293 - Application - Mobile Home

Follow Up Flag: Flag for follow up
Flag Status: Flagged



CAUTION: This email originated from outside of Parkland County. Do not click links or open attachments unless you recognize this sender and know the contents are safe.
HI Nick,

OK I uploaded 5 more exterior photos of the Mobile Home depicting all 4 sides and the deck. As indicated in the previously submitted documents this is a 2005 single wide 16 x76 Manufactured Mobile Home. The unit is in good general condition. We do not plan any upgrades or renovations. We sold the old mobile home and plan to move this newer unit back onto the same site and reconnect to the existing services and utilities.
Please confirm all is in order. We would like to proceed ASAP.

Thanks, Pastor Brian Coldwell

Cell # 780-916-6086

On Thu, May 2, 2024 at 11:13?AM Nick Zazula <nick.zazula@parklandcounty.com> wrote:
Hello,

I reviewed your application to replace an existing mobile home with a unit you have recently purchased. All the documents are in order, but I need two more items that were missed at permit intake:

1. As per our Land Use Bylaw (11.7.4), all permits for homes being relocated onto a property need to have:
 - a. Recent color photographs showing all sides of the building; and
 - b. A written statement of the age, size, and structural condition of the building including any of your proposed improvements to the building.

Please email me the requested photographs and written statement of the building.
When

you do, I will add them to your application, and it will be assessed as complete.

Warm regards,

Nick

Nick Zazula, M.Sc. (he/him) | Development Planner I, Planning & Development Services |

Parkland County | 53109A HWY 779, Parkland County, Alberta T7Z 1R1 | Phone: 780-968-

8888 ext. 8381 | Nick.Zazula@parklandcounty.com|www.parklandcounty.com

One Parkland: Powerfully Connected.

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SUBDIVISION AND DEVELOPMENT APPEAL BOARD DEVELOPMENT APPEAL

SDAB HEARING DATE: MONDAY, JULY 29, 2024

PRESENTED BY: NICK ZAZULA, DEVELOPMENT AUTHORITY

PARKLAND COUNTY FILE: PLDPR20240293

LOCATION

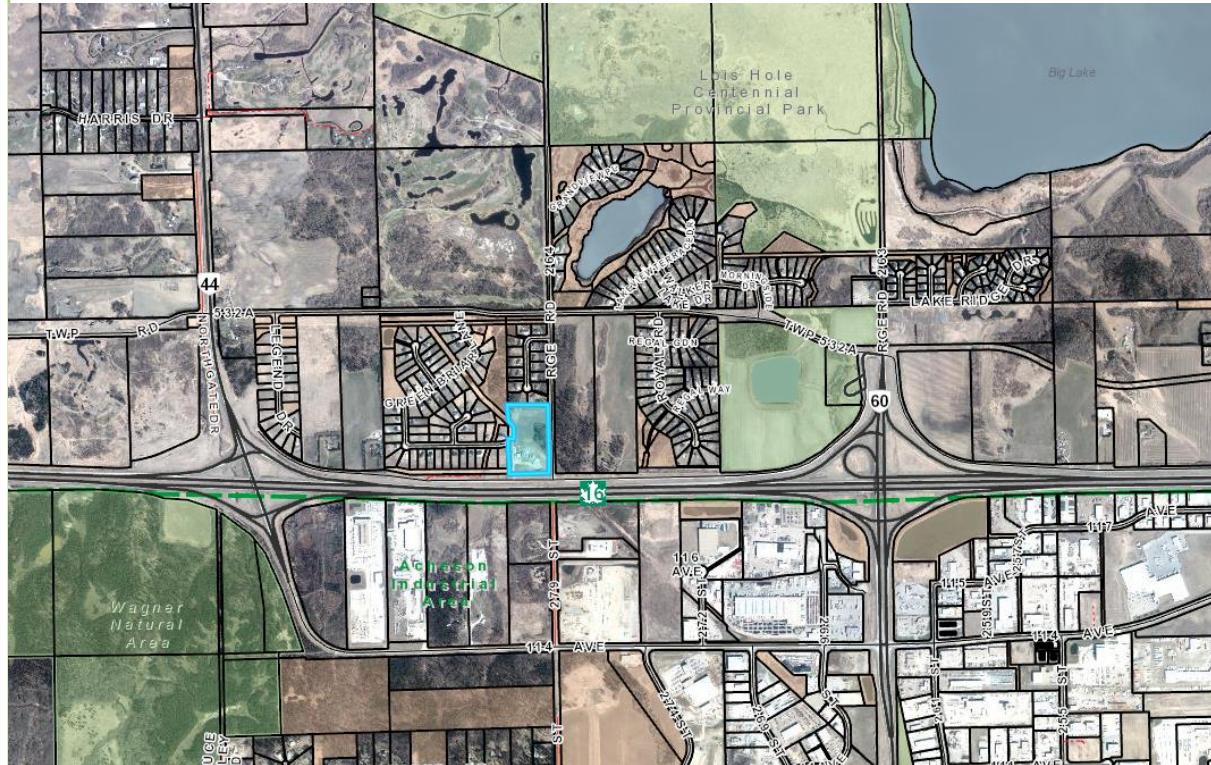
Municipal Address:
26404 HWY 16

Legal Description:
Plan 0225318

Block 1

Lot 3

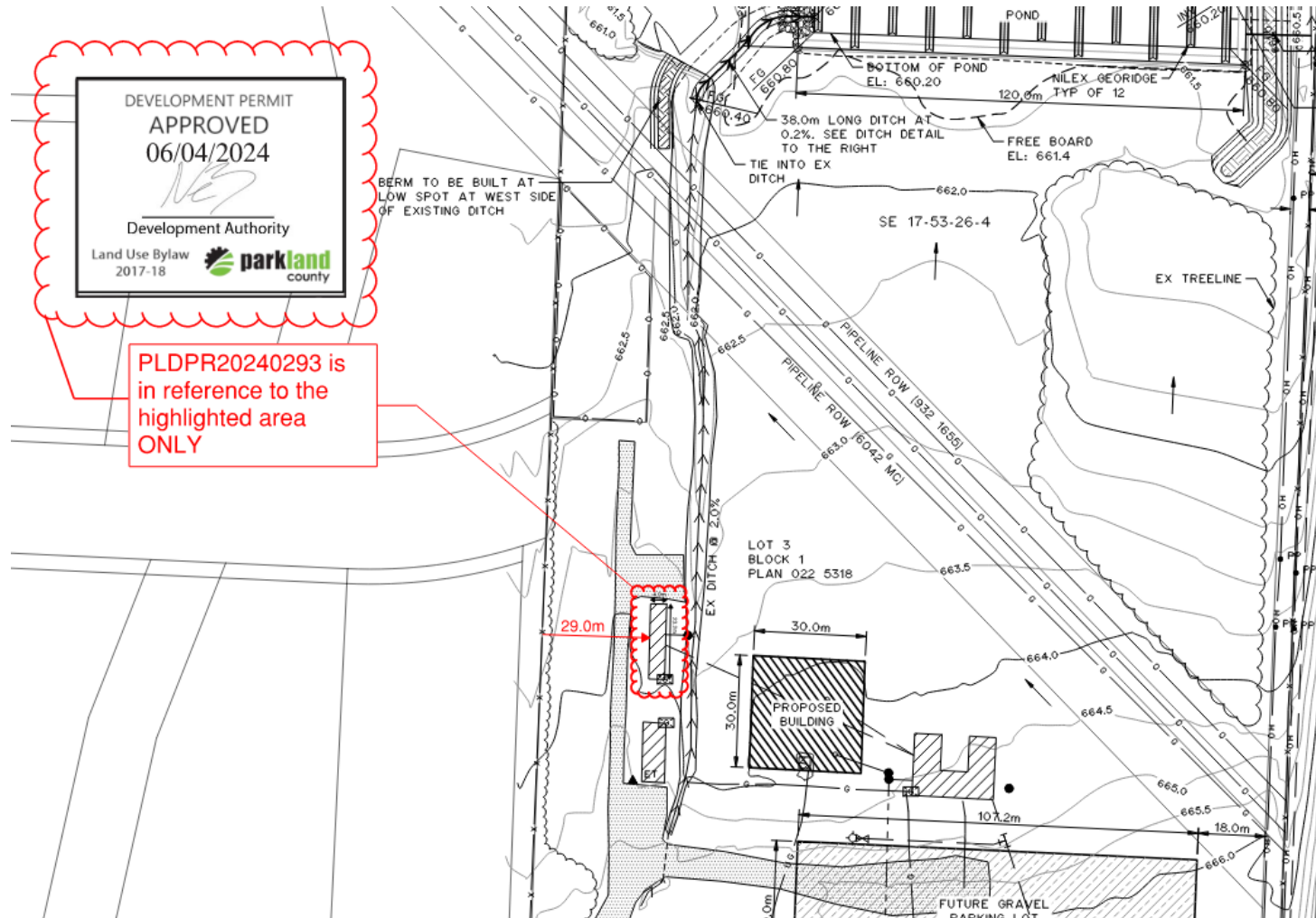
District:
CR – Country
Residential District



LOCATION



SITE PLAN (FEBRUARY 2024)



APPLICATION DETAILS

On April 8, 2024, an application was received to “Replace an existing manufactured home with a new model.”

The Development Authority determined the Use Class to be **Manufactured Home Single Wide.**

Manufactured Home Single Wide is a **Discretionary Use** in the CR – Country Residential District.

APPLICATION DETAILS (APRIL 2023)

Application Items included:

1. Application Fee
2. Certificate of Title
3. Landowner Authorization Form
4. Building Elevations
5. Floor Plans
6. Site Plan
7. Pictures and written description of the Manufactured Home

APPLICATION DETAILS

1. On April 8, 2024, the application was submitted.
2. On April 23, 2024, the applicant received an incomplete application notice to provide site plans, floor plans, elevation plans, and a Landowner Authorization Form.
3. The fee for the development permit was paid on April 24, 2024.
4. On May 5, 2024, the Development Authority requested colour photographs and a written description of the Manufactured Home as per section 12.11 of the Land Use Bylaw.
5. The application was deemed complete on May 14, 2023.
6. Following a detailed review, on May 28, 2024, the Development Authority requested that the applicant provide a drainage plan outlining how the development will impact site drainage.

APPLICATION DETAILS (CONTINUED)

6. On June 7, 2024, the applicant requested that the requirement for a drainage plan be an open condition on the permit. The Development Authority agreed to this request.
7. On June 10, 2024, The discretionary permit was granted to the applicant.
8. On June 11, 2024, Notification letters of the decision was sent to landowners within 100m of “The Lands”.

APPLICATION DETAILS – DEFERRED SERVICING AGREEMENT

- The permit was issued with the following condition:
 - Prior to the issuance of a building permit(s), the applicant shall provide to Parkland county the required offsite levies in full, as per the signed Deferred Servicing & Off-Site Levy Payment Agreement Date August 8th, 2018 (No. 18-D-037).

APPLICATION DETAILS – DEFERRED SERVICING AGREEMENT

- On August 8th, 2018, Brain Coldwell signed a Deferred Servicing & Off-Site Levy Payment Agreement Dated August 8th, 2018 (No. 18-D-037).
- This validated the Deferred Servicing & Off-Site Levy Payment Agreement (No. 18-D-037) between Parkland County and New Testament Baptist Church of Edmonton.

The agreement states in part:

WHEREAS the County and the Developer have agreed that the construction of utilities to service the Lands and the payment of off-site levies will be phased, and in part postponed, until such time as the Lands is the subject of:

- (a) the approval and registration of a further subdivision or subdivisions; or
- (b) an application or applications and approval of such applications or applications for;
 - (i) a development permit or permits; or
 - (ii) a building permit or permits;

for developments to be located within the Lands; or

APPLICATION DETAILS – DEFERRED SERVICING AGREEMENT

Our legal review has identified that

- The replacement of a manufactured home, with a new model from an off-site location constitutes a *development* requiring a Development Permit.
- The approved development is located within “The Lands” as defined in the Deferred Servicing & Off-Site Levy Payment Agreement (No. 18-D-037).
- As such, the approval of this development permit satisfies the condition for deferred off-site levies payment, as it is a “Triggering Event”.
- It is valid to condition the payment of these off-site levies on the approved development permit.

DEVELOPMENT AUTHORITY DECISION

- The Development Authority has approved the application as the application:
 - *Aligns with the land use concept for the region, outlined by the Big Lake ASP and the Parkland County MDP, Bylaw 2022-17.*
 - *Meets the specific use regulations for Manufactured Home – Single Wide.*
 - *Aligns with the purpose and meets the development regulations of the Country Residential District (Parkland County LUB 2017 -18)*

DEVELOPMENT AUTHORITY DECISION

- The Development Authority submits that the SDAB upholds the decision of the Development Authority, including all the listed conditions on the approved permit.

CONCLUSION

Questions?

Date: July 23, 2024 - PARKLAND COUNTY

Notice of Appeal # PLDPR20240293

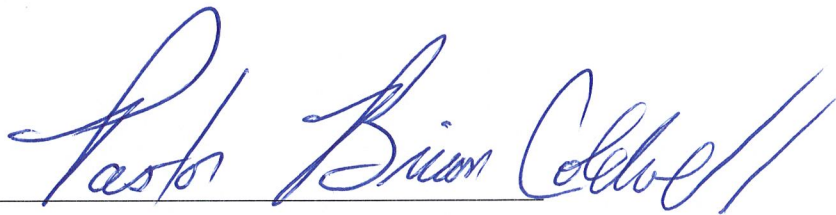
1. Background: The original Pastor's Residence / Coldwell Mobile Home was on the church site approximately 10 years prior to the 2015 Parkland County Off-site Levy By-Law and related Development Permits.
2. Original Off-Site Levy Dispute Letter May 10, 2018: Attached is a copy of the original letter from New Testament Baptist Church requesting the Off-Site Levies be exempted.
3. Property Owner – New Testament Baptist Church of Edmonton is the owner of the property.
4. Request to Amend Name of Applicants – For the record Brian and Katherine Coldwell are the owners of the Mobile Home related to this appeal. We are requesting the Development Permit be amended to indicate Brian and Katherine Coldwell as the Applicants. New Testament Baptist Church has provided the attached Landowner Declaration Consent for the Pastor to have a mobile home residence on the church site.
5. Original Used Mobile Home 1970 Single Wide (14x68) – Sold Feb. 13, 2024: Attached is a copy of the Bill of Sale related to the original mobile home which was sold and removed from the church site on Feb. 13, 2024.
6. Replacement Used Mobile Home 2005 Single Wide (16x76) – Purchased Feb. 26, 2024: Attached is a copy of the Purchase Bill of Sale for the replacement of the Coldwell's mobile home residence. This unit is presently located in Callahoo, AB awaiting the necessary Parkland County permits to relocate it to the original church site.
7. Copy of Parkland County Policy # C-PD05-P1 : Attached is a copy of Parkland County's Policy indicating that the replacement of existing structures with a similar structure should be exempted from Offsite Levies.

Accordingly, we are appealing Condition # 1 of the Development Permit requesting that the Off-Site Levies be exempted on the basis that the original used mobile home residence was located on the church site for approximately 10 years prior to the 2015 Parkland County Off-Site Levy By-Law and the related Development Permits.

Furthermore, it is important to note that the original and used replacement mobile homes are similar structures. There will not be any increased intensity or new infrastructure required. The used replacement mobile home will be located on the same church site and reconnected to the existing utilities.

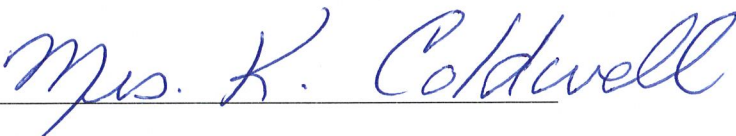
8. Parkland County Web Site indicates Council has the broad local discretion to exempt Off-Site Levies, if there is no burden on the infrastructure. Likewise, we are taking the position that this Mobile Home Development Permit will not increase any burden on the County infrastructure. Furthermore the kind and generous Commercial Developer to west (Edmonton Springs Subdivision) forgave the church the water infrastructure main line costs as per attached agreement.
9. Appeal Request and Remedy – We are requesting the Appeal Board to please remove Condition # 1 requiring the immediate payment of Offsite Levies related to this Development Permit.
10. The Church and School Board are willing to deal with the disputed Off-Site Levy Deferred Payment Negotiations as a separate matter unrelated to this Development Permit Appeal.

Signed: _____



Pastor Brian Coldwell

Signed: _____



Mrs. Katherine Coldwell

Attachments:

- a. New Testament Baptist Church Offsite Levy Dispute Letter
- b. Copy of Development Permit
- c. Copy of Landowner Declaration and Consent Form
- d. Copy of Notice of Appeal
- e. Copy of 1978 Mobile Home Bill of Sale
- f. Photos of 1978 Mobile Home
- g. Copy of 2005 Mobile Home Purchase Bill of Sale
- h. Photos 2005 Mobile Home
- i. Photos of existing Mobile Home Site and Utility Connections
- j. Mobile Home Site Diagram
- k. Copy of Parkland County Policy # C-DP05-P1
- l. Parkland County – Web Site Offsite Levy Exemption
- m. Copy of Developer Agreement with the County and Church to forgive the main water line infrastructure costs

NEW TESTAMENT BAPTIST CHURCH OF EDMONTON

26404 Highway 16 West, Spruce Grove, AB T7X 3H5
Phone: 780-960-0235, Fax: 780-960-9235

May 10, 2018

Parkland County

Attention: Mayor & Council

RE: Development Permit 18-D-037 New Testament Baptist Church Modular Complex – Request to Waiver Offsite Levies \$200,645.00

Further to my previous letter and meeting with council, we have now received the attached Development Permit to proceed with the set up and renovation of a 4,200 square foot modular classroom structure. Attached are photographs of the used modular unit presently located on the Church property ready to start final renovations.

We are in general agreement with the Development Permit except for item #1 requiring an agreement with Parkland County pertaining to the payment of \$200,645. in offsite levies. As previously advised our Church and Christian school ministry operates as a registered charity and non-profit organization. We simply do not have the financial means to pay \$200,645. in order to hook up to the municipal water line.

We are not in same league as major land developers who have the means to develop subdivisions and recover their investment. In fact, our limited budget is supported by free will donations and Alberta Education Student Instruction Funding. Contrary to public schools we do not receive any government capital or infrastructure funding for our facilities. Furthermore, we do not expect government capital funding other than basic tax exemption.

In fact we are thankful that the developer of the Edmonton Springs subdivision immediately to the west of our Church property has generously agreed to waive the pro-rated water line construction costs that would be recoverable from our Church. Parkland County administration has provided a copy of the attached amended agreement between the County and the developer acknowledging and granting forgiveness of the water line costs for our Church.

During our previous discussions with the County administration and the developer there was no indication or mention from the County that there would be any additional fees involved for the Church to connect to the water line. We were not aware of the offsite levy costs until we received the development permit in the mail.

In any event, likewise we are requesting Parkland County to also please waive the related offsite levy costs in the amount of \$200,645. We understand the County has discretion to deal with charities and non-profit organizations differently than a commercial developer. Charities are generally exempted from federal and local taxes on the basis that they provide valuable charitable and volunteer services to the community at large. In our case we are involved in gospel ministry, missionary activity, supporting marriages, family crisis and grief counselling, youth activities and providing an accredited kindergarten through grade 12 Christian school program.

On that basis we sincerely believe that bonafide registered charities including our church ministry and Christian school should qualify for tax exemption including any related offsite levies in connection with this development permit. Furthermore, we do not want to defer the offsite levy costs which would result in a long term unfunded liability and heavy financial burden which no doubt will increase in the future.

Accordingly, we will be forever thankful to Parkland County Council and the community if they would generously approve our request to be exempted from the payment of the related offsite levies. We await your decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Pastor Brian Coldwell", with a stylized flourish at the end.

Pastor Brian Coldwell

Cell #: 780-916-6086

Email: bdcoldwell@gmail.com

Enclosures:

1. Development Permit.
2. Photographs.
3. Parkland County / Developer amended development agreement.

**DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT****Application No:** PLDPR20240293**Roll:** 279004**Applicant(s)**

New Testament Baptist Church
26404 Highway 16 West, 26404 Highway 16 West
Spruce Grove, AB T7X 3H5

On June 06, 2024, the Development Authority deemed your application complete. In reviewing your application and associated submittals for the Development described as "replacement of existing manufactured home with a new model.", the Development Authority determined the use to be for MANUFACTURED HOME, SINGLE WIDE.

The subject property is located at 26404 HWY 16 , legally described as 0225318/1/3, W4-26-53-17-SE and is within the Country Residential District.

This Development Permit APPROVAL authorizes the MANUFACTURED HOME, SINGLE WIDE as a DISCRETIONARY USE in accordance with Section 5.3.2(e) of Parkland County Land Use Bylaw 2017-18. In accordance with Section 16.14.1 of Parkland County Land Use Bylaw 2017-18, this Development Permit is not valid unless and until:

- Any conditions, except those of a continuing nature, have been fulfilled; and,
- No notice of appeal has been served by the Applicant or adjacent landowners on the Subdivision and Development Appeal Board in accordance with the *Municipal Government Act* s.686(1).

This approval is subject to the following conditions:

CONDITIONS	
1.	Prior to the issuance of a building permit(s), the applicant shall provide to Parkland County the required offsite levies in full, as per the signed Deferred Servicing & Off-Site Levy Payment Agreement dated August 8th, 2018 (No. 18-D-037).
2.	Prior to the issuing of building permits, the applicant shall submit an engineered drainage plan for the area(s) impacted by the relocated structure.
3.	The proposed development shall conform to the stamped approved plans and shall not be moved, altered or enlarged except where authorized or directed through this permit approval.
4.	Any proposed changes shall first be submitted for review by the Development Authority. Any changes considered substantial or inconsistent with this approval, as determined by the Development Authority, may require separate development permit approval.
5.	Failure to comply with the conditions of this permit may result in the permit being cancelled and or revoked.
6.	Any modifications, renovation or improvements to relocated structure to meet the stamped plans shall be completed within 120 days of the relocation of the structure.
7.	As per Parkland County Policy all commercial and industrial outdoor lighting installations and outdoor luminary replacements requiring an electrical permit shall be Dark Sky compliant.
8.	The exterior of the Manufactured Home, Single Wide shall be finished in the manner shown on the submitted drawings.
9.	The site shall be kept in a neat and orderly manner.
10.	The area of the approved development shall be landscaped in a manner to prevent any surface run-off onto adjacent properties.
11.	No variation from the external appearance and residential character of land or buildings shall be permitted.
12.	The applicant shall be responsible for the repairing and landscaping of any portion of the County road allowances disturbed during the development of the lands.
13.	The existing single wide mobile home, double wide mobile home, or modular home shall be removed from the subject lands within thirty (30) days of occupying the new single detached dwelling unit.

**DISCRETIONARY USE
APPROVED DEVELOPMENT PERMIT****Application No:** PLDPR20240293**Roll:** 279004

14.	All drainage and grading improvements shall be in accordance with an approved site drainage/grading plan by Parkland County's Land Engineering Department. If drainage or grading improvement are completed, a Lot Grading Certificate signed by a Professional Engineer or Alberta Land Surveyor must be provided to the Development Authority.
-----	--

The applicant is advised of the following permit notes:

PERMIT NOTES	
1.	The applicant is responsible to obtain a Haul Agreement from Parkland County Public Works at 780-968-8448.
2.	It is the applicant's responsibility to contact Alberta Utility Safety Partners (formerly Alberta One-Call) at 1-800-242-3447 or www.clickbeforeyoudig.com before any ground disturbance.
3.	Prior to connecting to municipal water and sewer, the applicant is responsible to obtain authorization from Parkland County Public Works (780-968-8448).
4.	The applicant is responsible to obtain building, plumbing, electrical, gas and private sewage permits which may be required. Permits must be obtained from Parkland County.
5.	The applicant is responsible to ensure compliance with the Restrictive Covenant(s) registered on Title.
6.	The landowner is responsible for ensuring that all property approaches are sited, designed and constructed in accordance with Parkland County's Engineering Design Standards and County Policy C-EN10. For more information on approach requirements, contact Land Development Engineering at Ide@parklandcounty.com or 780-968-8888 ext. 7313 with Parkland County's Engineering Design Standards.
7.	The applicant is responsible to obtain any Provincial approval which may be required.
8.	The applicant is responsible to ensure compliance with the National Fire Code (Alberta Edition).

This decision was issued on June 10, 2024

If no notice of appeal is served, **the permit will come into effect on:**
(July 1, 2024)

Nick Zazula
Development Authority

The development must be started and diligently pursued within **twelve (12) months** from the Date of Decision, unless otherwise specified on this development permit approval or in the conditions of the development permit approval. If the authorized development is not commenced, the approval ceases and this permit is deemed void, expired and without effect

DO YOU WISH TO APPEAL THIS DECISION?

This decision may be appealed to the Subdivision and Development Appeal Board within twenty-one (21) days after the Date of Decision pursuant to Section 686 of the *Municipal Government Act, RSA 2000, CM-26*.

For inquiries regarding the appeal process or to submit an appeal, please contact Parkland County Legislative Services at 780-968-8471 or SDAB@parklandcounty.com. Parkland County requires that a non-refundable fee of **\$200.00** must be paid for an appeal served on the Subdivision and Development Appeal Board by the applicant.



Landowner Declaration and Consent Form

Registered Landowner Declaration and Consent (complete this section if you are the landowner)

Subject Legal and/or Civic Address (the "Lands")

NEW TESTAMENT BAPTIST CHURCH

I / We, the registered owner(s) or authorized representative of the landowner hereby:

- Grant authorization for Parkland County staff to enter the Lands to conduct site inspections and evaluations;
- Understand that if an application is approved or refused by the decision-making Authority, it may be appealed to the applicable appeal board (Subdivision and Development Appeal Board or Land and Property Rights Tribunal). It is further understood that the appeal board may confirm, revoke, or vary the decision or any condition because of such an appeal being duly served, and that any work undertaken prior to an appeal being filed is entirely at my/our risk;
- Understand that any approvals granted regarding an application does not excuse me/us from complying with the requirements of any Federal, Provincial, or other Municipal Legislation, or the conditions of any easement, restrictive covenant, or agreement affecting the Lands;
- Certify the information provided with the application is, to the best of my/our knowledge, a true statement of the facts relation to the application;
- Consent to receive communication and application decisions through electronic means if applicable.

Note that Parkland County sends application-related correspondence to the named applicant.

I / We hereby authorize the applicant

(please leave blank if you are the applicant)

to act as an agent on my/our

behalf relating to the application(s) identified below at the address above

Signature of Primary Registered Owner

Print Name

Date

Registered Owner Email

Registered Owner Phone Number

The above signature provides consent for the following application(s):



Development
Permit



Civic Address
New/Change



Subdivision



Comprehensive
Planning Application



Compliance
Review

Signatures of additional Owners on Title (only applicable for Subdivisions and Comprehensive Planning Applications)

Registered Owner Signature Print Name Date

Registered Owner Signature Print Name Date

Registered Owner Signature Print Name Date

Registered Owner Signature Print Name Date

Applicant Declaration (complete this section if you are the applicant but not the landowner)

I / We the Applicant, hereby:

NEW TESTAMENT BAPTIST CHURCH

- Certify that I/we am/are the contact for the Primary Registered Landowner;
- Certify the information provided with the application is, to the best of my/our knowledge, a true statement of the facts relating to the application;
- Consent to receive communication and application decisions through electronic means.

Signature of Applicant

Print Name

Date

The information collected on this document will be used for the purposes allowed under the authority of the *Municipal Government Act*. The personal information that you provide may be made public subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Questions regarding the collection and use of this information may be directed to the Freedom of Information & Protection of Privacy Coordinator for Parkland County at 780-968-3229.



Brian Coldwell <bdcoldwell@gmail.com>

Notice of Appeal # PLDPR20240293

3 messages

Brian Coldwell <bdcoldwell@gmail.com>

Fri, Jun 28, 2024 at 9:08 PM

To: sdab@parklandcounty.com

Attn: Parkland County Subdivision and Development Appeal Board

Attached is a copy of our Notice of Appeal. Please be advised we are appealing this matter requesting that Condition # 1 be removed from the Development Permit.

Please note we also want to Change the Name of the Applicant to: Brain Coldwell and Katherine Coldwell. My wife and I are the actual owners of the used mobile home.

New Testament Baptist Church of Edmonton owns the Property. The Development Described is also incorrect . We are replacing an existing used 1978 single wide Manufactured Home, with a similar used 2005 single wide Manufactured Home. We are not replacing it with a "new model". We simply want to upgrade our old mobile home for a newer mobile home, and continue to live on the Church site to fulfil my Pastoral Duties. We think Condition # 1, specifically the immediate payment of the offsite levies should be exempted or not apply with respect to replacement of an existing structure.

For the purpose of this Notice Appeal I will be representing myself. We cannot afford the expensive legal fees. We may need to determine the correct Authority / Jurisdiction either Parkland County or the Provincial Tribunal to deal with this matter. The Church Property is close to the main Highway 16 and has two major active pipelines on the site.

For the record we have retained lawyer Benjamin Ferland to assist New Testament Baptist Church in dealing with Parkland County with respect to the Deferred Servicing and Offsite Levy Payment. We would like to deal with this Mobile Home Development Permit as a separate matter from the Offsite Levies. My wife and I simply want to move into our upgraded mobile home without undue delay and hardship.

Sincerely,

Pastor Brian Coldwell

New Testament Baptist Church of Edmonton

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WARNING: This Electronic transmission contains confidential information, intended only for the person(s) named above, and is privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or any other use of this email is strictly prohibited. If you have received this transmission by error, please notify us immediately by return email and destroy the original transmission and all copies thereof.

**Notice of Appeal # PLDPR20240293 .pdf**

2539K

SDAB <SDAB@parklandcounty.com>

Tue, Jul 2, 2024 at 8:13 AM

To: Brian Coldwell <bdcoldwell@gmail.com>, SDAB <SDAB@parklandcounty.com>

Good Morning Pastor Coldwell.

Site and appellant information (fill out completely)			
Site Information			
Municipal address of site 26404 HIGHWAY 16 WEST SPRUCE GROVE, AB T7X 3H5			
Legal land description of site ('plan, block, lot' and/or 'range-township-section-quarter') 0225318/1/3, W4-26-53-17-SE			
Development permit number or subdivision application number PLDPR 20240293			
Appellant Information			
Name of appellant NEW TESTAMENT BAPTIST CHURCH OF EDMONTON		Agent name (if applicable) N/A	
Street Address 26404 HIGHWAY 16 WEST			
City SPRUCE GROVE	Province AB	Postal Code T7X 3H5	Day Phone Number 780-916-6086
Evening Phone Number SAME	Fax Number N/A	Email Address BDCOLDWELL@GMAIL.COM	

Appeal Against (check one box only)

Development Permit	Subdivision Application	Order
☐ Approval ☒ Conditions of approval ☐ Refusal	☐ Approval ☐ Conditions of approval ☐ Refusal	☐ Notice of order

Reasons for appeal

Sections 678 and 686 of the *Municipal Government Act* require that the written Notice of Appeal must contain specific reasons for the appeal.

The appeal is herein launched for the following reasons: (attach a separate page if required)

1. CHANGE NAME OF APPLICANT TO: **BRIAN & KATHERINE COLDWELL.**
2. **PARKLAND COUNTY PROCEDURE C-PDOS - P1
B. COUNTY EXEMPTIONS - EXEMPT OFFSITE LEVIES
FOR REPLACEMENT OF A STRUCTURE**

Collection and use of personal information

Personal information is being collected under the authority of the *Municipal Government Act (MGA)* and the *Freedom of Information and Protection of Privacy Act (FOIP)* and is managed in accordance with the provisions of FOIP. This information will be used to process your request for a hearing before the Subdivision and Development Appeal Board. Your information will form part of a file available to the public. If you have any questions about the collection of your personal information, contact Odessa Bartel, FOIP Coordinator at 780-968-3229.

Signature of appellant/agent Brian Coldwell Pastor BRIAN COLDWELL	Date (YYYY/MM/DD) 2024-06-28
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Instructions for filing an appeal

Notice of appeal to Parkland County Subdivision and Development Appeal Board (SDAB) must be filed in accordance with the Municipal Government Act and Parkland County Land Use Bylaw No. 2017-18.

The notice of appeal form must:

- Be received by the SDAB within 21 days of receipt of written notice or decision from the Development Authority or the Subdivision Authority
- State specific reasons for the appeal
- Be signed by the appellant
- Be accompanied by the required filing fee payable to Parkland County.

Deliver or Mail to: Parkland County
Subdivision and Development Appeal Board
Legislative Services
53109A Hwy 779
Parkland County, AB T7Z 1R1

You are cautioned that if you mail the appeal, it must be received on or before the final date for appeal. It is recommended that you use one of the alternate submission options.

Email to: sdab@parklandcounty.com

Payment: Appeal fees may be paid by cheque payable to Parkland County. Appeal fees may also be paid by using VISA, MasterCard or Debit.

For further information

You may contact the Subdivision and Development Appeal Board Clerk for any questions you may have about appeal deadlines, fee payment options and information regarding the appeal process. The Board Clerk may also advise individuals on how to prepare for and present an appeal, Board procedures and planning issues.

Telephone 780-968-8471
Email SDAB@parklandcounty.com

CREDIT CARD AUTHORIZATION

Card Holder: Brian Coldwell, I hereby authorize Parkland County to Debit \$200.00 for Appeal Fees from my Master Card # 5234 4156 1671 9503 - Expiration 01/ 27 .

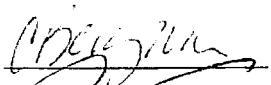
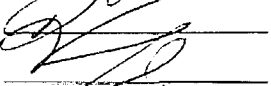
Date: June 28, 2024

Signature: _____

A handwritten signature in black ink, appearing to read "Brian Coldwell", is written over a horizontal line.



Off-Site Levy Assessment and Collection

PREPARED BY:	Planning and Development Services	LS REVIEW DATE:	September 8, 2019
EFFECTIVE DATE:	September 16, 2019	APPROVALS:	
PREVIOUS REVISION DATE:	April 9, 2013	DIRECTOR/MANAGER::	
REFERENCES:	Off-Site Infrastructure Levies	GENERAL MANAGER:	
	C-PD05 Bylaw 2015-07	CAO:	
		FUNCTION:	Planning and Development

PURPOSE

These procedures support Off-site Infrastructure Levies Policy C-PD05, and will guide Parkland County as to when to assess levies to developers, when levy amounts are payable (deferrals), when and how front-end infrastructure construction will be assigned to developers, and when and how developer front-end construction will be reimbursed.

DEFINITIONS

1. **"Annual Financial Plan"** means a plan that outlines future anticipated disbursement / retention of off-site levy reserve funds. The plan considers front-ending claims, development infrastructure staging, off-site levy reserve balances, future off-site levy receipts, municipal debt capacity etc.
2. **"Capital Plan"** means a plan that outlines off-site infrastructure approved for construction. Note, items approved for construction do not necessarily mean that they are funded.
3. **"Construction Completion Certificate"** means a certificate that is issued by the municipality to signify that front-end off-site infrastructure has been constructed to standard. The certificate issue date can also commence the guaranteed repayment schedule.
4. **"Final Acceptance Certificate"** means a certificate that is issued at the completion of a two-year warranty period and when front-end infrastructure is free of defects and deficiencies. The Final Acceptance Certificate signals the release of hold back on front-ended construction repayment.
5. **"Guaranteed Repayment Date"** means the guaranteed repayment date on developer front-ended "qualified" infrastructure as established from the date of issue of the Construction Completion Certificate.
6. **"Holdback"** means the amount of funds held-back after issuance of the Construction Completion Certificate during the warranty period. Holdback may be released upon issue of the Final Acceptance Certificate (subject to availability of reserve funds).

7. **"Non-Qualified Off-Site infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and is contained within the "non-qualified" portion of the Capital Plan (beyond 5 years).
8. **"Off-Site Levy Deferral Agreement"** means an agreement between the developer and municipality that permits the developer to pay off-site levies on an installment basis.
9. **"Off-Site Levy Down Payment"** means the amount of off-site levy that is immediately due upon the issuance of a subdivision or development permit.
10. **"Off-site Levy Exemption"** means conditions that must be satisfied in order to have to an off-site levy assessment waived on a subdivision or development permit application.
11. **"Off-Site Levy Installment"** means the amount of off-site levy assessment that is due annually.
12. **"Off-site Levy Offset"** means front-end infrastructure costs incurred by the developer used to reduce the amount of off-site levy assessment payable by the developer.
13. **"Qualified Off-site Infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and contained within the "qualified" portion of the Capital Plan (next 5 years).

ACTION STEPS

1. ASSESSMENT / COLLECTION PROCESS OVERVIEW

"Schedule 1" outlines the various process steps and decisions that will be used to guide off-site levy assessment and collection.

A. Levy Assessment, Assessment Exemptions and Thresholds

The obligation to pay off-site levies occurs in two steps: (1) the levy is "incurred" upon application for a subdivision agreement or development permit, and (2) the levy is paid upon issuance of the subdivision or development permit or may be deferred to a future time of payment. This section of the Policy and Procedure document focuses on the principles and options that will guide the County in determining "when" the submission of an application for a subdivision agreement or development permit would result in a levy obligation being "incurred".

i. Legislated Exemption

The first criteria to be considered in determining if an application for a subdivision agreement or development permit is eligible or exempt from incurring an off-site levy obligation is outlined in legislation. County guiding policies are consistent with these legislative requirements.

Municipal Government Act, Section 648(4) states: *"An off-site levy imposed under this Part of the former Act may be collected once only in respect of land that is the subject of a development or subdivision."*

Guiding Principle

If a parcel of land was previously developed or subdivided, and an off-site levy was paid in accordance with Section 648 of the Municipal Government Act on that entire parcel, then any new development or subdivision is exempt from any future assessment and payment of off-site levies.

B. County Exemptions

Except for exemption conditions outlined in legislation, off-site levies would apply to all “development” or “subdivision” situations within the Parkland County off-site levy development area unless such development or subdivision is explicitly exempted.

According to Section 616 of the Municipal Government Act (b) “Development” means (i) an excavation or stockpile and the creation of either of them, (ii) a building or an addition to or replacement of a building and construction or placing of any of them on, in over or underland, (iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building or (iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

According to Section 616 of the Municipal Government Act (ee) “Subdivision” means the division of a parcel of land by an instrument.

As such, all improvements on a site including: buildings, other structures, parking and loading areas, landscaping, paving or graveling areas, devoting areas to exterior display, etc. might be considered development. Further, the placement of any land instrument that divides land might be considered subdivision.

The broad application of these definitions to the assessment of off-site levies would result in obligations due where there may be no intent to develop or where the nature and size of the development would not warrant payment of an off-site levy. Whereas the intent of the off-site levy assessment is clearly to pay for the construction of off-site levy road, water, sanitary and storm management infrastructure that supports the development. Clearly then, a subdivision or a development application that does not place any or little burden on road, water, sanitary and/or storm management off-site infrastructure might be considered exempt from off-site levy assessment and payment obligation.

Guiding Principle

If a development or subdivision is, in the opinion of the County, likely not to place a burden on the water, and/or sanitary, and/or storm water off-site infrastructure then the development or subdivision may, subject to the approved procedures, be considered exempt from off-site levy assessment and payment obligation.

Off-site levy **assessment exemptions** and **exemption thresholds**:

Exemption / Exemption Threshold	Rationale
a) Temporary Development / Land Uses – Temporary land uses will be considered exempt so long as the use or structure proposed will not be used beyond 1 year.	If a use is truly temporary in nature the impact on off-site levy infrastructure will also be temporary and therefore complies with the guiding principle. The timeframe threshold ensures that a temporary use is not extended to permanent use.
b) Replacement of a Structure – Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement is substantially completed within 1 year of the demolition or destruction of the prior structure will	This is intended to exempt residential rebuilding / commercial rebuilding in the event of a fire or similar catastrophic loss, etc. The replacement structure would not use off-site infrastructure to any greater extent than the previous structure. The

be considered exempt.	threshold timeframe is intended to ensure that replacement of the structure occurs in a timely fashion.
c) Altering a Residential Structure – Altering residential structures to duplex size will be considered exempt.	This is intended to exempt the various forms of residential alterations that may be applied for ranging from a room addition through to creation of a duplex. Alterations beyond a duplex would be considered a development that would result in greater demand on off-site infrastructure and therefore not exempt from off-site levies.
d) Ancillary improvements – includes but may not be limited to fences, walls, berms and signs. These miscellaneous improvements will be considered exempt.	This is intended to exempt various residential, commercial and industrial development applications that would not create any additional burden on off-site infrastructure.
e) Division of Lands so that Further Subdivision Can Take Place – includes situations where lands are subdivided into blocks that in turn would require further subdivision of individual lots or blocks. A parcel size greater than 16ha. (40ac.) will be considered exempt.	This allows large tracks of lands to be assembled and divided among developers. The parcel size threshold is established to help guide application of this exemption.
f) Non-residential Farm Buildings – agricultural / farming structures will be considered as exempt. This would include bona fide farming operations encompassing barns, silos and other ancillary development for agricultural use.	Exempting non-residential farm buildings would permit existing farms to modernize without facing off-site levy assessments and payments.
g) Division of Agricultural Lands – includes situations where a farm is subdivided. Subdivision of land in blocks greater than 16 ha. (40ac.) are considered exempt. An exemption is also permitted for the severance of a residential parcel of land from the agricultural lands for a residential site.	This would allow land owners to sell their farmland and create one residential site on the divided lands.
h) Enlargement of Existing Industrial Buildings – Industrial buildings may be enlarged to a threshold of 25% of the existing building floor size before off-site levies are assessed. Cumulative building enlargement in excess of 25% building threshold size will result in the assessment of off-site levies.	The floor plate % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged building enlargements do not bypass the payment of off-site levies.
i) Intensified Land Development – Non-building site development use (processing / production facilities, storage etc.) can be increased by a threshold of 25% before off-site levies are assessed. Cumulative increased site use in excess of the 25% use increase threshold will result in the assessment of off-site levies.	The site use % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged site developments do not bypass the payment of off-site levies.
j) Alteration of a Non-Residential Structure That Does Not Change the Use or Size of the	This would allow existing developments to make office renovations etc. within the existing

Structure – This would permit any existing industrial or commercial structure to be modernized and be exempt from off-site levy assessment and payments provided that the improvement occurred within the existing floor plate size and the use of the structure did not change.	development floor plate. However if a structures floor plate size were increased the exemption would be lost. Further, if an alteration changed the use of the structure then the exemption would also be lost.
k) Demolition or Removing of a Structure – This would permit any existing property to remove existing structures while remaining exempt from off-site levy assessments.	This would allow existing property owners to demolish older structures in readying the property for future development.

C. Levy Assessment Deferment and Installment Payments

Once an off-site levy is “incurred” the next decision is “When should the levy be paid?”

Off-site levy payment can have a material impact on developers’ cash flow, particularly during start up or early stages of development. Off-site levy deferment allows the developer to pay their levy obligation over a period of time.

Deferment of off-site levy payments has a direct and negative impact on off-site levy cash availability for construction of off-site levy infrastructure and repayment of off-site infrastructure front-ending obligations.

i. Eligibility for Payment Deferment

Off-site Levy payment deferment criterion does not consider the financial capacity of developers— all developers are considered to have equivalent financial capacity and an equal right to payment deferment. Off-site Levy payment deferment criterion is focused on the amount of off-site levy that is to be paid by the developer. Developments below the off-site levy deferment threshold amount are required to pay off-site levy amounts as a condition of subdivision or development permit approval. Developments above the deferment threshold amount may “elect” to defer off-site levy payment over a period up to two years by entering into agreement (executing a Deferral Agreement) with the County for off-site levy deferred payment. “Schedule 2” outlines the payment deferment process.

Guiding Principle

A development or subdivision that is assessed cumulative off-site levies in excess of \$500,000 may elect to defer off-site levy payments.

Potential off-site levy deferment includes:

Deferment Threshold	Rationale
a) Off-site Levy Deferment Threshold – The option to defer payment of levies would be extended to any subdivision or development application with off-site levies greater than \$500,000. The maximum deferment period is 2 years.	The dollar value threshold provides the developer with a clearly understood threshold for payment deferment. Off-site levies below the threshold are payable as a condition of approving a development or subdivision application.

ii. Repayment Period and Terms

The repayment period is akin to the terms established in a credit agreement whereby the lender (the County) determines the term of the agreement and the creditor (developer) must meet the terms of the agreement. The creditor has the ability to pay out amounts owing any time prior to the terms of the agreement.

Guiding Principle

Developers that are eligible and elect to defer off-site levy payments must enter into agreement with the County (execute a Deferral Agreement). The Deferral Agreement with the County outlines the terms and conditions upon which off-site levy payments will be made. Non-qualified infrastructure is not eligible for deferral.

Potential off-site levy payment (installment) terms:

Installment Terms	Rationale
a) Initial Off-site Levy Down Payment – A portion of the off-site levy assessment is payable as a condition of the subdivision or development permit being issued. The down payment must be 25% of the off-site levy assessment. The balance to be paid in installments.	The payment of a portion of the off-site levy ensures that some level of funding will immediately flow into the off-site levy reserves.
b) Installment Payments – The balance owing would be paid within a maximum period of 2 years. The recommended repayment period is 2 years, as follows: • 1st Year Anniversary Date - 50% of the balance owing will be paid. The balance owing is adjusted to reflect the approved off-site levy rates as at date of payment. • 2nd Year Anniversary Date - payment of the remaining balance. The balance owing will be adjusted to reflect the approved off-site levy rates as at the time of payment.	The payment installment period is intended to provide a cash flow outlet to the developer. Deferral however does not lock in the amount to be paid by the developer. A developer would be required to adjust amounts due to the County as a result of any levy rate changes that occurred over the deferment period.
c) Early Repayment – Developers have the ability to pay off any off-site levy balances earlier than the repayment date terms.	This will accommodate situations where a developer wishes to pay out all levy obligations. Early payment may be desired to avoid off-site levy rate increase adjustments.

iii. Repayment Indemnification

Off-site levies are required to be paid as a condition of issuing a subdivision or development permit. However, if eligible, the applicant may elect to pay the off-site levy in installments as outlined earlier. In order to secure the position of the County in the case of non-payment of an installment the applicant will provide the County with indemnification that can be easily converted to cash by the County in the case of payment default by the developer.

Guiding Principle

Developers that elect to defer off-site levy payments must provide the County with indemnification in the event of payment default.

Failure of the developer to pay an off-site levy installment will result in the indemnification held by the County to be exercised and applied against amounts owed by the developer.

Off-site levy indemnification:

Indemnification Terms	Rationale
a) Irrevocable Letter of Credit – An irrevocable letter of credit in the amount of the balance owing will be provided by the developer to the County. As installments are provided to the County a new letter of credit for the remaining balance owing will be provided. This balance will be adjusted to reflect any off-site levy rate changes that have occurred.	The Irrevocable letter of credit provided through a bank or lending institution may be readily converted in the case of payment default.

iv. Increasing Amounts Due for Any Increase in Off-site Levy Rates

Off-site levy monies owed to the County on deferred payment schemes will be adjusted by off-site levy rate changes that occur prior to payment of levies. Off-site levy assessments are in effect “floating” and subject to adjustment as rates change. Deferral applicants are liable for increases in levy rates that occur after they elect to defer payment to the date that payment is actually made. Should the developer elect to pay an installment or any amount owing prior to a scheduled installment date the off-site levy assessment will be determined based upon the off-site levy rates in effect at the time of payment. “Schedule 3” outlines the installment collection process.

Guiding Principle

Developers that elect to defer off-site levy payments will be assessed their off-site levy obligation based upon the off-site levy rate in effect at time of payment.

Potential options for calculation of off-site levy payments:

Assessment Adjustment Terms	Rationale
a) Assessment at Time of Payment – Off-site levy balances owing are “floating” and subject to adjustment for off-site levy rates in effect at the time of payment.	Off-site infrastructure is subject to changes for cost changes, interest rate changes etc. These changes will be considered in off-site levy rate changes annually.

2. OFF-SITE LEVY INFRASTRUCTURE FRONT-ENDING

A. The timing of off-site infrastructure is such that all off-site levy funds will not be in place prior to construction. Parkland County is interested in working with the development community. Therefore, in order to attract developers to front end construction, incentives will be provided including: offsetting levies due by the value of off-site levy infrastructure constructed by the developer, providing interest on front-ending balances owed to the developer. "Schedule 4" outlines the infrastructure front-ending process

B. Construction of "Qualified" and "Non-Qualified" Off-site Infrastructure

We have used the term "qualified" off-site infrastructure. "Qualified" means that the County has approved off-site infrastructure construction and entered into contract (Front-end Construction Agreement) with the developer. The agreement will outline the standards and specifications of the infrastructure to be constructed. The decision to approve the construction as "qualified" is based upon the off-site infrastructure being outlined within the County's Off-site Levy Bylaw and the infrastructure being required by the County in the near immediate term. This later condition is denoted by the project being reflected in the next 5 years of the County's Capital Plan.

There may be instances where a developer may wish to construct off-site infrastructure to support their development however the County may not require the infrastructure to be built at this time ("non-qualified"). For example, a developer may wish to construct all four lanes of an arterial road when only two lanes are required. The County will permit the developer to offset the cost of off-site infrastructure constructed that may be constructed beyond the County's construction staging plan however repayment of the construction would not commence until the front-end construction becomes "qualified" for repayment i.e. being reflected in the next 5 years of the County's Capital Plan.

Guiding Principle

Off-site infrastructure constructed by a developer will be constructed to the standards and specifications of the County.

Developers are required to enter agreement with the County on all off-site infrastructure constructed (qualified or non qualified infrastructure).

"Qualified" off-site infrastructure is outlined within Parkland County's Off-site Levy Bylaw and is contained within the next 5 years of the County's Capital Plan.

"Non-qualified" off-site infrastructure is outlined with Parkland County's Off-site levy but is not referenced within the next 5 years of the County's Capital Plan.

Developers that construct "Qualified" or "Non-qualified" off-site infrastructure are permitted to offset off-site levies up to the cost of infrastructure being constructed (see offsetting off-site levies).

Developers that construct "qualified" off-site infrastructure will be reimbursed infrastructure construction costs by a guaranteed repayment date and interest will accrue on unpaid balances.

Developers that construct "non-qualified" off-site infrastructure will not be reimbursed costs and will not receive interest on unpaid balances until such time as the infrastructure becomes "qualified" (i.e., contained in the next 5 years of the County's Capital Plan).

	Qualified Infrastructure	Non-qualified Infrastructure
Relationship to Off-site Levy Bylaw and Capital Plan	Is contained in the County's Off-site Levy Bylaw and the next 5 years of the County's Capital Plan.	Is contained in the County's Off-site Levy Bylaw but is not contained in the next 5 years of the County's Capital Plan.
Standards & Specifications	Constructed to the standards and specifications of the County.	Constructed to the standards and specifications of the County.
Front-end Agreement	Developers are required to enter agreement with the County.	Developers are required to enter agreement with the County
Offset Off-site Levies	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.
Interest on Unpaid Balance	Developers will receive interest on the balance of off-site infrastructure amounts due to the developer.	No Interest Payment Until Qualified – Developers will not receive interest on non-qualified infrastructure constructed. Interest will only accrue once the infrastructure is "qualified".

C. Offsetting Off-site Levies for Front-end Infrastructure Costs

Developers who front end the construction of off-site levy infrastructure whether "qualified" or "non-qualified" may apply the cost of this infrastructure against off-site levies due to the County. If the developer is constructing off-site infrastructure or contributing land that will be used to site off-site levy infrastructure the County will award the developer a credit up to the value of construction. However, the construction credit may only be applied against the same category of levy as the constructed front-end infrastructure. No construction credits may be applied to off-site levies owing that differ from the off-site levy infrastructure being constructed. For example, if a developer were front-ending the construction of water off-site infrastructure, then the off-site levy assessment for water can be offset by the value of front-ended water infrastructure. The value of construction cannot be offset against any other off-site levy assessments.

Guiding Principle

Developers that front end the construction of off-site infrastructure may offset the off-site levy assessments on this category of off-site infrastructure up to the cost of infrastructure construction.

Front-end infrastructure costs may only be applied against the same off-site levy category as the infrastructure being front-ended.

Potential options for calculation of off-site front end amounts and levy credits for front-ended off-site levy infrastructure:

Front-end Construction Amount / Offset Credits	Rationale
Offset Based Upon Professional Estimate / Adjust for Actual – The offset credit will be based upon the County approved construction estimates.	Obtaining external pricing ensures that all parties understand the potential cost of the project. Final actual construction cost is required to finalize

The developer will provide this estimate. The developer estimate must be certified by a professional architect or engineer or based on a fixed price bid from a contractor. When the infrastructure is ultimately constructed the actual cost of construction, approved by the County, will be applied to adjust any off-site levies still owing. The developer must advise the County of any change orders that impact the cost of the approved infrastructure and the change order must be approved in writing by the County to be eligible for reimbursement or levy assessment offset.	amounts that may be due to the developer and / or the County. The notification and approval of change orders will keep the County and developer apprised of the cost changes and potential impact on levy assessments outstanding.
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3. Infrastructure Front End Claim Reimbursement

A. Construction Inspection and Acceptance

Developers who are front-ending the construction of off-site levy infrastructure will construct infrastructure to the standards and specifications demanded by the County. In this regard the process used to inspect and accept other development infrastructure will be used for off-site infrastructure construction. The County will inspect constructed infrastructure and issue a Construction Completion Certificate when the infrastructure is completed. This certificate will "start the clock" on the timing of guaranteed repayment on "qualified" off-site infrastructure. The developer will be responsible for correcting any deficiencies in off-site infrastructure construction. Front-end off-site infrastructure will be subject to a warrantee period as outlined in the County Engineering Design Standards. To ensure that the developer corrects deficiencies in front-end infrastructure, cost reimbursement will be subject to hold back. The County will issue a Final Acceptance Certificate when all deficiencies have been remedied and the warrantee period has expired. The Final Acceptance Certificate will trigger the release of front-end infrastructure reimbursement hold back (subject to the availability of funds in the offsite levy reserve). "Schedule 5" outlines the reimbursement of front-ending claims process.

Guiding Principle

Developers will be responsible to construct off-site infrastructure to the standards and specifications of the County.

Infrastructure inspection and acceptance conditions are outlined below:

Inspection / Acceptance Terms	Rationale
a) Inspection, Correction of Deficiencies, Acceptance – Developer constructed infrastructure will be built to County standards and specification. At completion, infrastructure will be subject to County inspection. The developer will remedy	The developer is accountable for the infrastructure constructed. The inspection process will ensure that standards have been met and that deficiencies are noted and subject to future correction by the developer. The Construction Completion Certificate "starts" the guaranteed repayment schedule.

construction deficiencies. A Construction Completion Certificate will be issued by the County to signify that infrastructure conforms to County standards.	
b) Hold Back on Deficiencies, Issuance of Final Acceptance Certificate – The County will withhold 5% of the cost of front-end off-site infrastructure repayment amounts to expedite correction of deficiencies (subject to the availability of funds in the offsite levy reserve). After construction deficiencies are completed in accordance with the County Engineering Design Standards a final acceptance inspection will be undertaken, a Final Acceptance Certificate will be issued and holdback on reimbursement may be released (subject to the availability of funds in the offsite levy reserve).	To ensure that a developer corrects any off-site infrastructure deficiencies a hold back amount will be established. The issue of a Final Acceptance Certificate by the County will be used to signal release of holdback on payment to the developer.

B. Interest on Unpaid Balance

Developers who construct “qualified” off-site infrastructure, where the cost of construction exceeds off-site levies payable, will earn interest on balances due to them. Interest will accrue from the point of the issuance of the Construction Completion Certificate, and will be posted to the developers account annually and upon final repayment of the construction cost by the County. Interest accrued on unpaid balances owed to the developer will be earned at the borrowing rates periodically agreed to by the County in the “County Banking Agreement”. The “County Banking Agreement” represents the interest cost to the County if it were to borrow money to front-end construction of the off-site infrastructure.

Guiding Principle

Balances due to developers as a result of front-ending the construction of “qualified” off-site infrastructure will earn interest at the nominal cost of capital to the County as would be received in a loan through the County’s Banking Agreement.

Interest earned on outstanding balance due to the developer for construction of “qualified” off-site infrastructure:

Inspection / Acceptance Terms	Rationale
a) Interest on Outstanding Balance at County Cost of Capital – Developer constructed off-site infrastructure will earn interest on any outstanding balance at the interest rate the County would receive if it were to borrow money under the terms and conditions of the “County Banking Agreement”. Interest will be credited to developer accounts annually and at time of final payment to the developer.	Developers who construct “qualified” infrastructure will receive credit for the working capital invested in constructing front-ending off-site infrastructure. The MGA indicates that parties that front end infrastructure construction will be entitled to interest on their investment.

C. Front Ending Repayments

The County will decide annually the amount of off-site levy reserves that are to be used / retained for drawn down of outstanding front-end balances (less holdbacks) and future construction. "Schedule 6 outlines how off-site levy reserves will be apportioned.

The County will develop a plan annually describing how it intends to distribute off-site levy reserve funds. The plan will consider future off-site front-ending, future staging of off-site infrastructure, the balance in off-site levy reserves, the balance of outstanding qualified front-end obligations, the County's borrowing capacity, interest rates, development trends etc. This information will be used to create the County's Capital Plan as well as a Finance Plan that outlines anticipated levy receipts, expenditures and the allocation of expenditures between repayments, front end debt draw down, monies drawn by the County to construct off-site infrastructure and amounts retained in the reserve to finance future disbursements including future construction, repayments etc.

Guiding Principle

The County will develop annually a financial plan describing how off-site levy funds will be disbursed.

Repayment prioritization:

Reserve Use	Rationale
a) Use for Funding Payouts, Construction of New Off-site Infrastructure or Draw Down of Off-site Infrastructure Debts – Off-site levy funds will be drawn down as may be required to meet front-end payments (less holdbacks). Off-site reserve funds may also be used / retained for future infrastructure projects or draw down of "qualified" front-end obligations at the discretion of the County.	Repayment of developer payouts may be given the same priority as funding of new infrastructure or draw down of front-end debts.

D. Payments on Developer Front End Debts

Any off-site levy reserve funds that are assigned to the draw-down of obligations related to "qualified" front-end construction will be distributed to front-ending parties (County and / or private developers) in an equitable fashion. Equity will be achieved by prorating repayment funds across the outstanding balance of all amounts owed.

Guiding Principle

**Funds drawn from the off-site levy reserve to pay down "qualified" front end obligations will be prorated across all outstanding loan balances.
When an amount owed on "qualified" front-ending obligation is equal to or less than \$100,000, the amount due will be paid out in its entirety.**

The following outlines the administrative processes that will be used when reserve payments are allocated to the repay / draw down of "qualified" front-end obligations.

Repayment of "Qualified" Debts	Rationale
a) Payments on Amounts will be Prorated on All Balances Due – The County will determine the amount of funding to be applied to the pay down of front ending obligations for "qualified" balances. Such funding will be prorated across all debts, however, the County may choose to defer payment to itself at any given year.	The County will determine the amount of off-site levy reserve funding to be applied against debt draw-downs. This amount will be distributed equally to all debts, County and private developer alike, the County may defer payment to itself thereby allowing all funds available for distribution to flow to front-ending private developers.
b) Payments on Amounts Equal to or Below \$100,000 will be paid out – When the balance of a "qualified" front-end obligation is equal to or falls below \$100,000, the balance will be paid out in its entirety subject to availability of funds.	Small outstanding balances will be paid out to reduce the administrative efforts associated with these amounts.

ATTACHMENTS

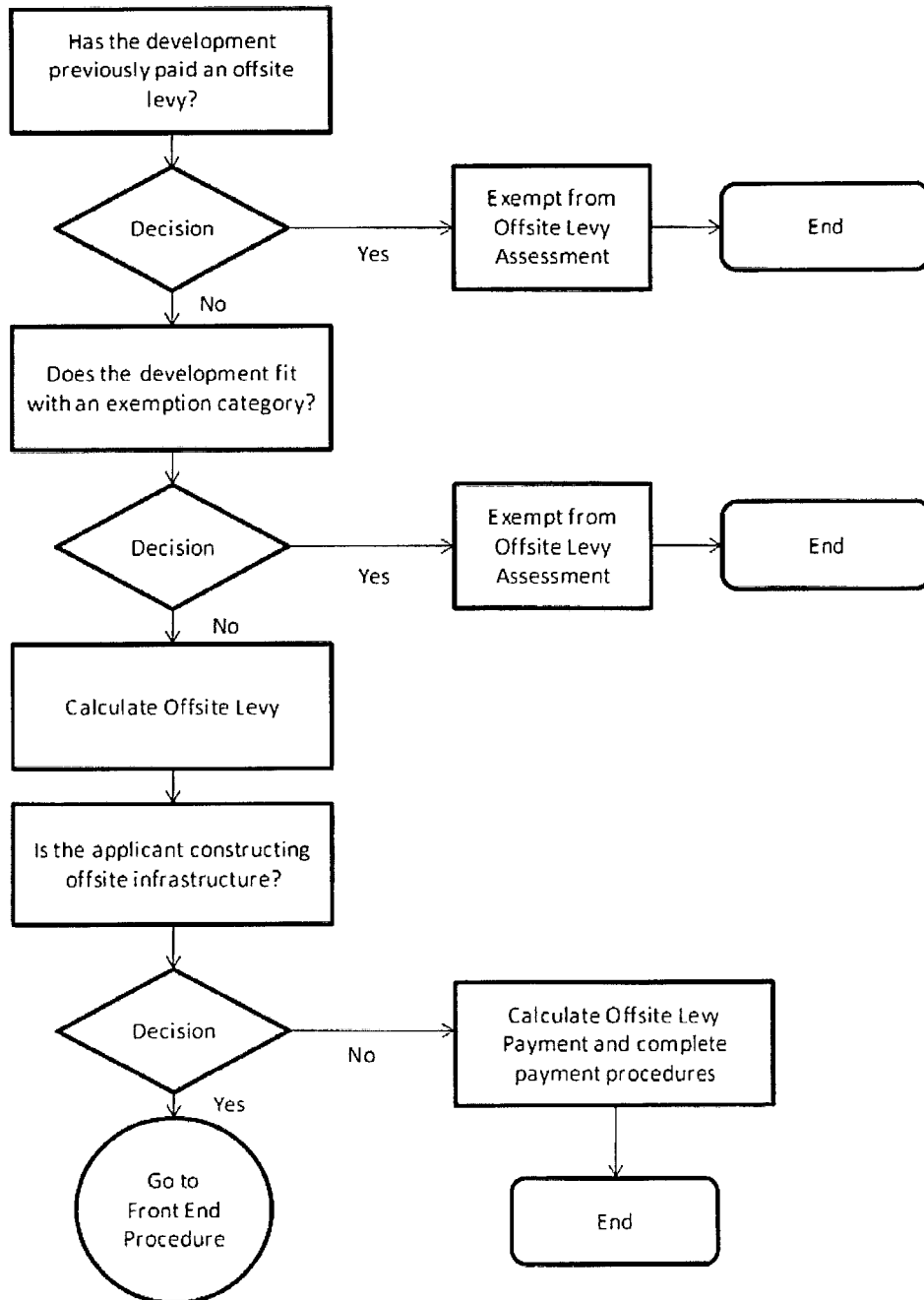
- "Schedule 1" Off-site Levy Assessment and Collection
- "Schedule 2" Off-site Levy Deferment
- "Schedule 3" Off-Site Levy Collection
- "Schedule 4" Off-site Levy Front-ending Process
- "Schedule 5" Front-ending Claim Reimbursement Process
- "Schedule 6" Apportioning Off-site Levy Reserve for Payment

RESPONSIBILITIES

The Director of Planning and Development Services is responsible for monitoring and reviewing this procedure.

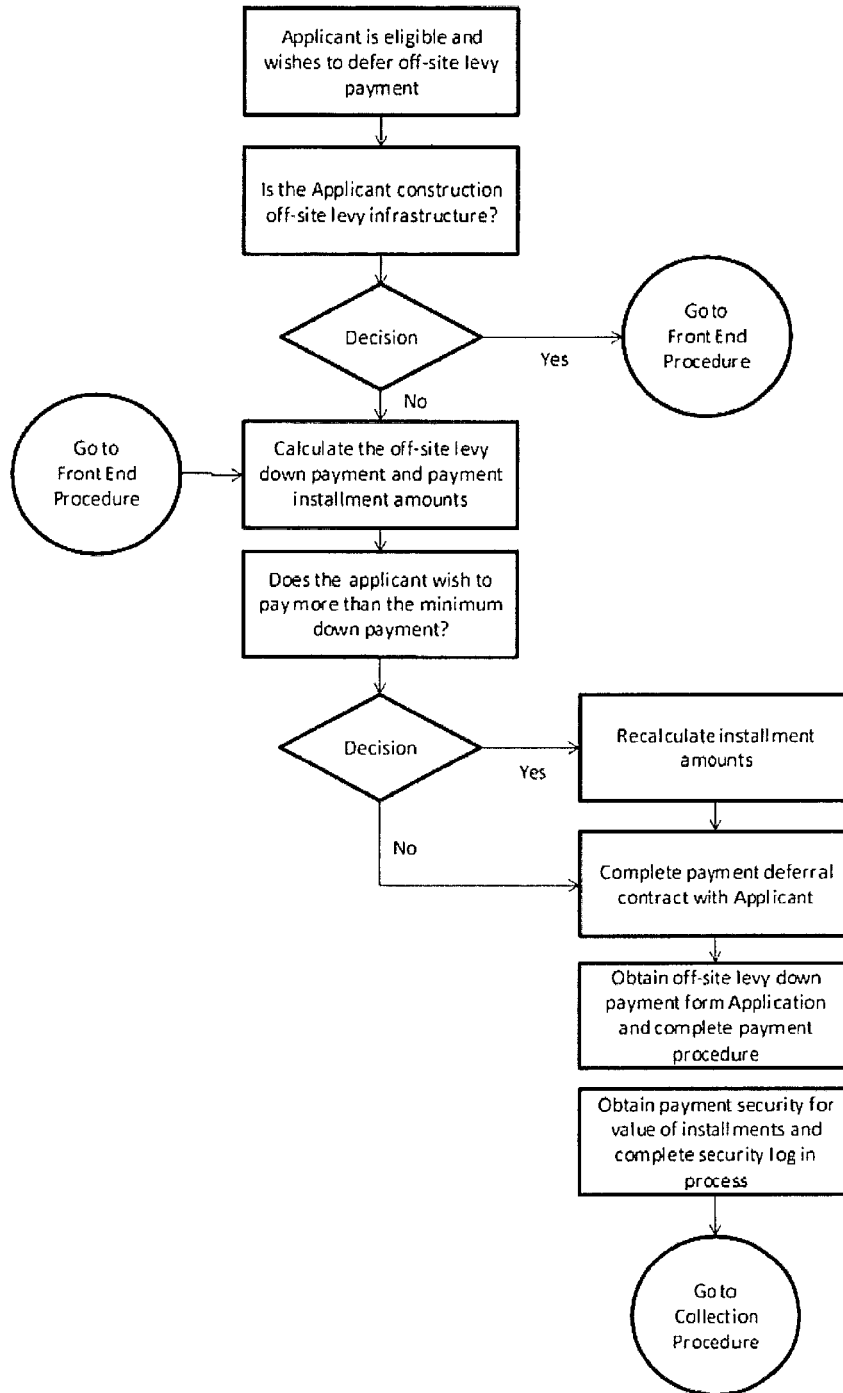
"SCHEDULE 1"

OFF-SITE LEVY ASSESSMENT AND COLLECTION



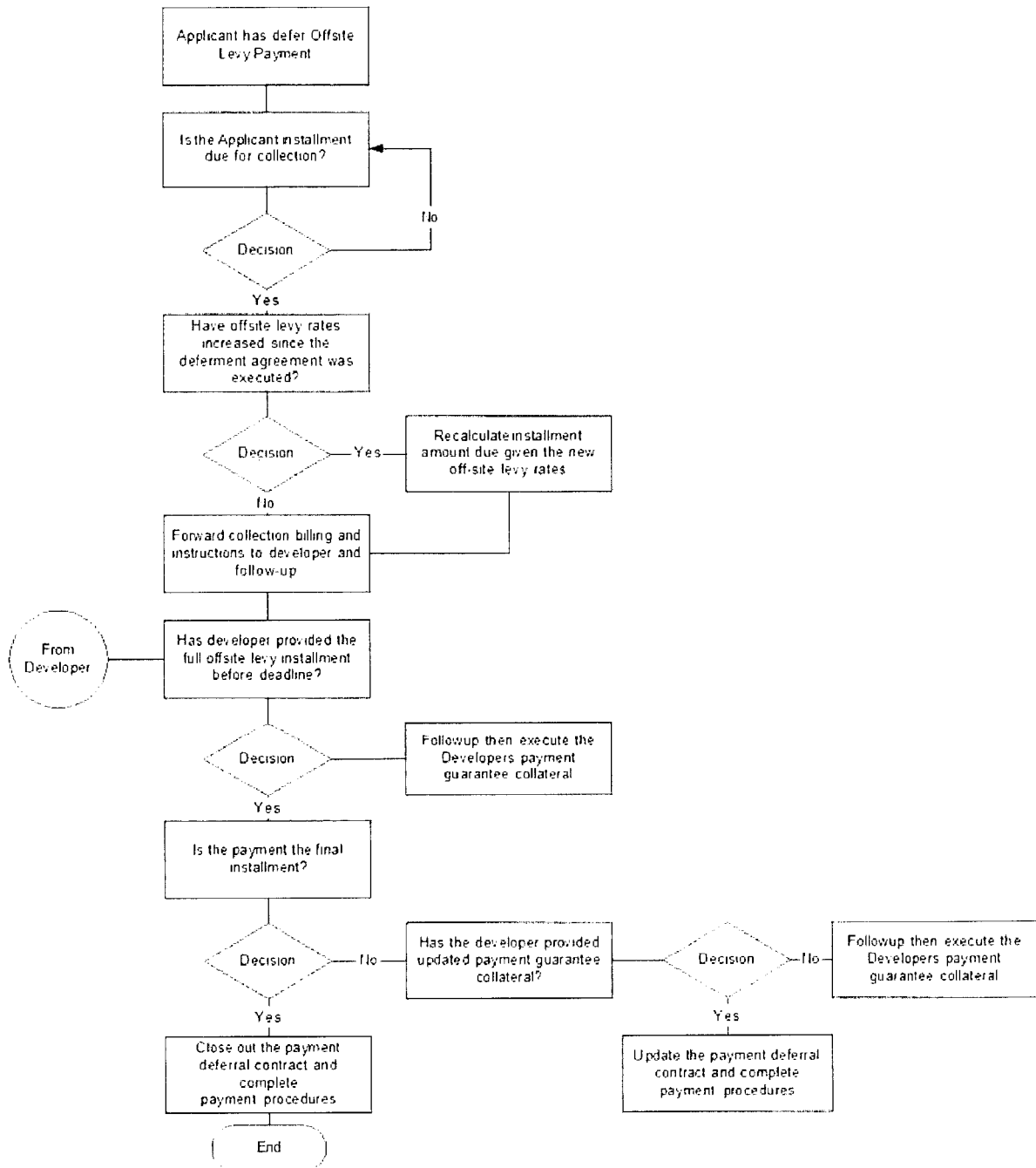
"SCHEDULE 2"

OFF-SITE LEVY DEFERMENT



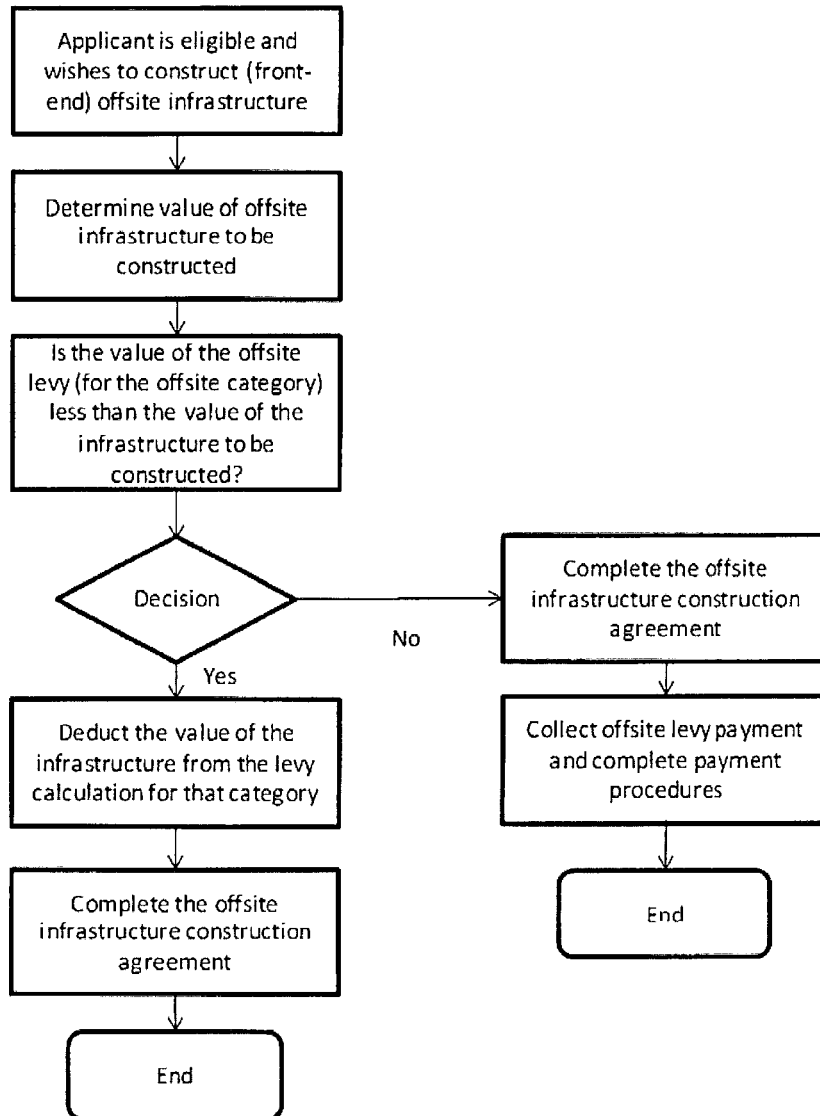
"SCHEDULE 3"

OFF-SITE LEVY COLLECTION



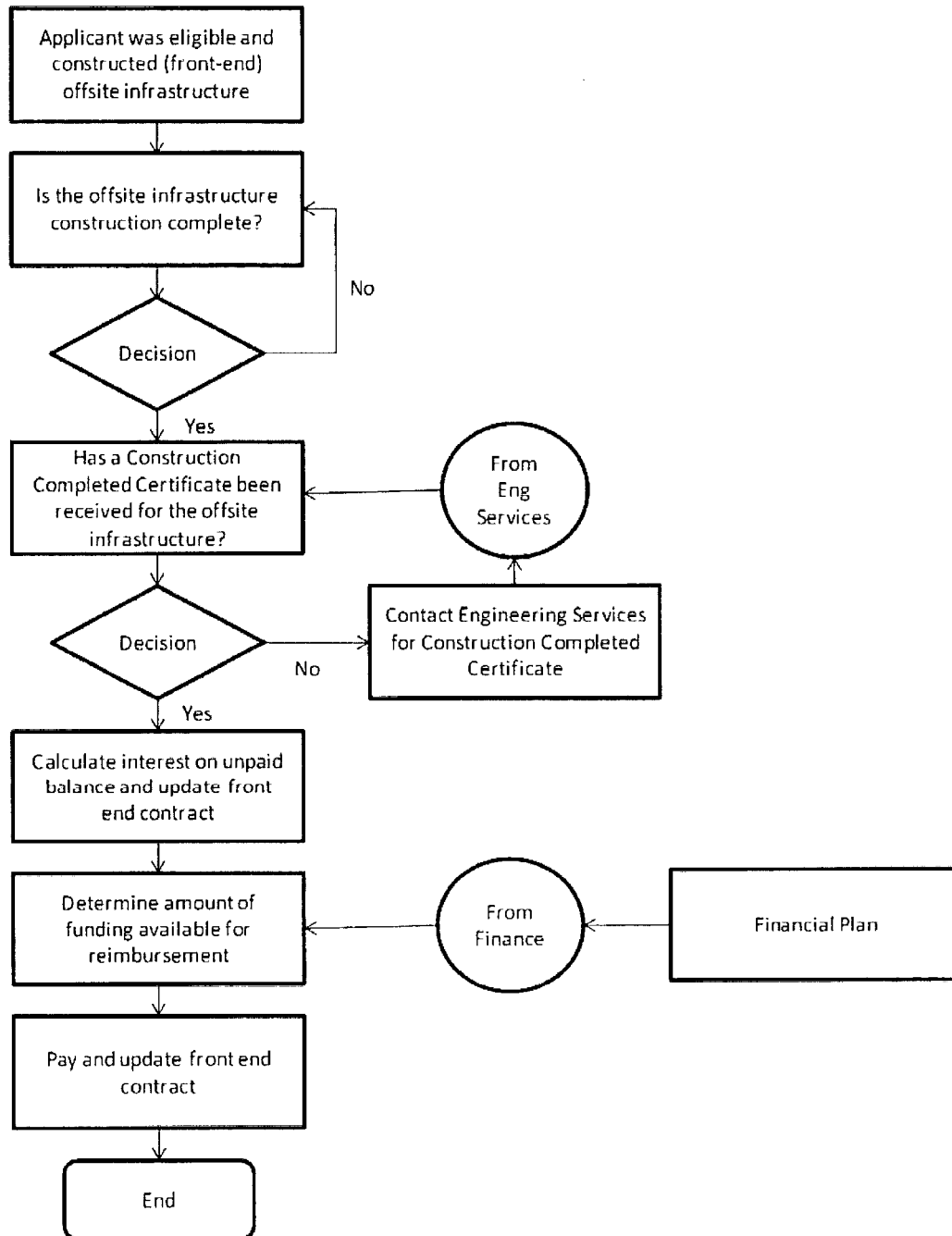
"SCHEDULE 4"

OFF-SITE LEVY FRONT-ENDING PROCESS



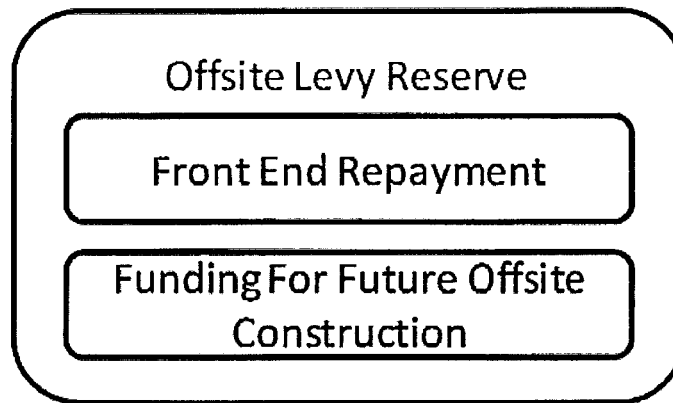
"SCHEDULE 5"

FRONT-ENDING CLAIM REIMBURSEMENT PROCESS



"SCHEDULE 6"

APPORTIONING OFF-SITE LEVY RESERVE FOR PAYMENT





Authorized
Registry Agent

**MOBILE HOME
BILL OF SALE**
REGISTRATIONS ARE* US
OPEN 7 DAYS A WEEK

16658 - 109th Avenue
Edmonton, AB T5P 1C2
Phone: (780) 448-2233
www.RegistrationsAreUs.com

- Two copies of this Bill of Sale should be completed. The buyer keeps the original and the seller keeps the copy.
- Alterations or corrections made while completing the Bill of Sale **must** be initialed by both the buyer and seller.

Section 1

SELLER(S) INFORMATION				
Name(s) (Last, First, Second) BRIAN + KATHERINE COLDWELL				Telephone Number 780-916-6086
Address 53210-RR 264		City / Town SPRUE GROVE	Province / State AB	Postal Code / Zip Code T7X 3A5
Personal Identification (DL / ID Number) VC				
MOBILE HOME / BC				
Year 1978	Make NEONEX	Model or Series SHELTER	Style 14 X 70	
on Number (/ Serial Number) N S 9-87264		Body Colour CREAM	Odometer Reading N/A	
BUYER(S) INFORMATION				
Name(s) (Last, First, Second) King, Marcus, William				Telephone Number 780-938-4406
Address 50015 RR 225		City / Town Leduc County	Province / State Alberta	Postal Code / Zip Code T0M 3V3
Personal Identification (DL / ID Number) 156585-072				
This vehicle was sold for the sum of: Six thousand dollars Dollars \$ 6000				
(Sum written in full)				
(Subject to the terms and special conditions which appear in Section 3 on the back of this form)				

Section 2

GENERAL INFORMATION		
Dated at: ACHESON, AB	City / Town	Province / State
on FEB 13-2024		Country
I certify that all information shown above is true to the best of my knowledge.		
	Signature of Buyer	
	Signature of Buyer	
	Signature of Seller	
	Signature of Seller	
Signature of Witness	Signature of Witness	

-BILL OF SALE

THIS BILL OF SALE made in duplicate effective the 26 day of FEB, 2024.

BETWEEN:

RYAN PAQUETTE
of 6616- 5400 RR275 Sturgeon County, AB
(hereinafter called the "Grantor")

- and -

BRIAN COLDWELL AND KATHERINE COLDWELL
of 53210 Range Rd. 264 Parkland County, AB T7X 3H5.
(hereinafter called the "Grantee")

IN CONSIDERATION of the sum of NINETY THOUSAND (\$90,000.00) DOLLARS paid by the Grantee to the Grantor as the consideration within a MOBILE HOME PURCHASE AGREEMENT dated effective ____ Jan. 18, 2024 between the Grantor and the Grantee (the receipt whereof is hereby acknowledged), the Grantor absolutely transfers unto the Grantee the following:

YEAR & MANUFACTURER: 2005 SRI Homes Inc.

MODEL: 16-80-3FB2B Shelter Statesman Series

LABEL: 53145

SERIAL NO: SHL 1676-05-17802.

along with all fixtures located therein and thereon, including the fridge, stove, dishwasher, clothes washer, clothes dryer, freezer, factory installed wood heater, transport hitch and attached exterior skirting and outdoor 40 foot by 12 foot wood deck
(the "Mobile Home")

which Mobile Home is now in the possession of the Grantor and is presently situated at #16 Willow Rose Mobile Home Park , Callihoo AB.

THE GRANTOR COVENANTS:

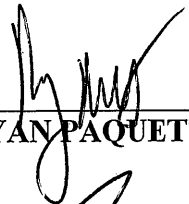
1. That the Grantor is now rightfully and absolutely possessed of the Mobile Home and has the right to sell it.
2. That the Grantee shall enjoy quiet possession of the Mobile Home.
3. That the Grantor will do and execute all such further acts, deeds and assurances that the Grantee may reasonably request, but at the Grantee's expense.
4. The Mobile Home free from any lien, charge or encumbrance.
5. This Bill of Sale may be signed and delivered in separate counterparts, by original signature, facsimile or portable document format, each of which when signed and delivered (whether by original signature or, facsimile) is deemed to be an original and all of which taken together constitute one and the same instrument and will have the same force and effect as if all the parties to the aggregate counterparts had signed and delivered the same instrument.

BOL

IN WITNESS WHEREOF the Grantor and Grantee have hereunto executed this Bill of Sale the 20 day of FEB, 2024.

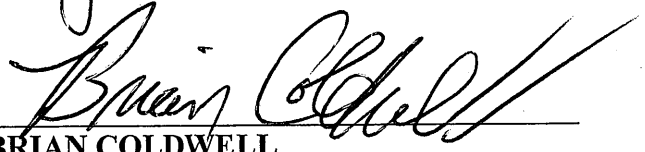


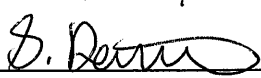
Witness

) 
) _____
) RYAN PAQUETTE

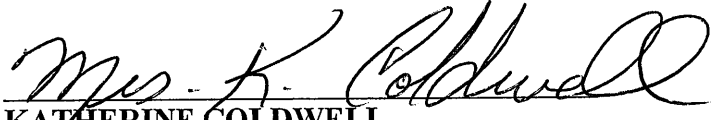


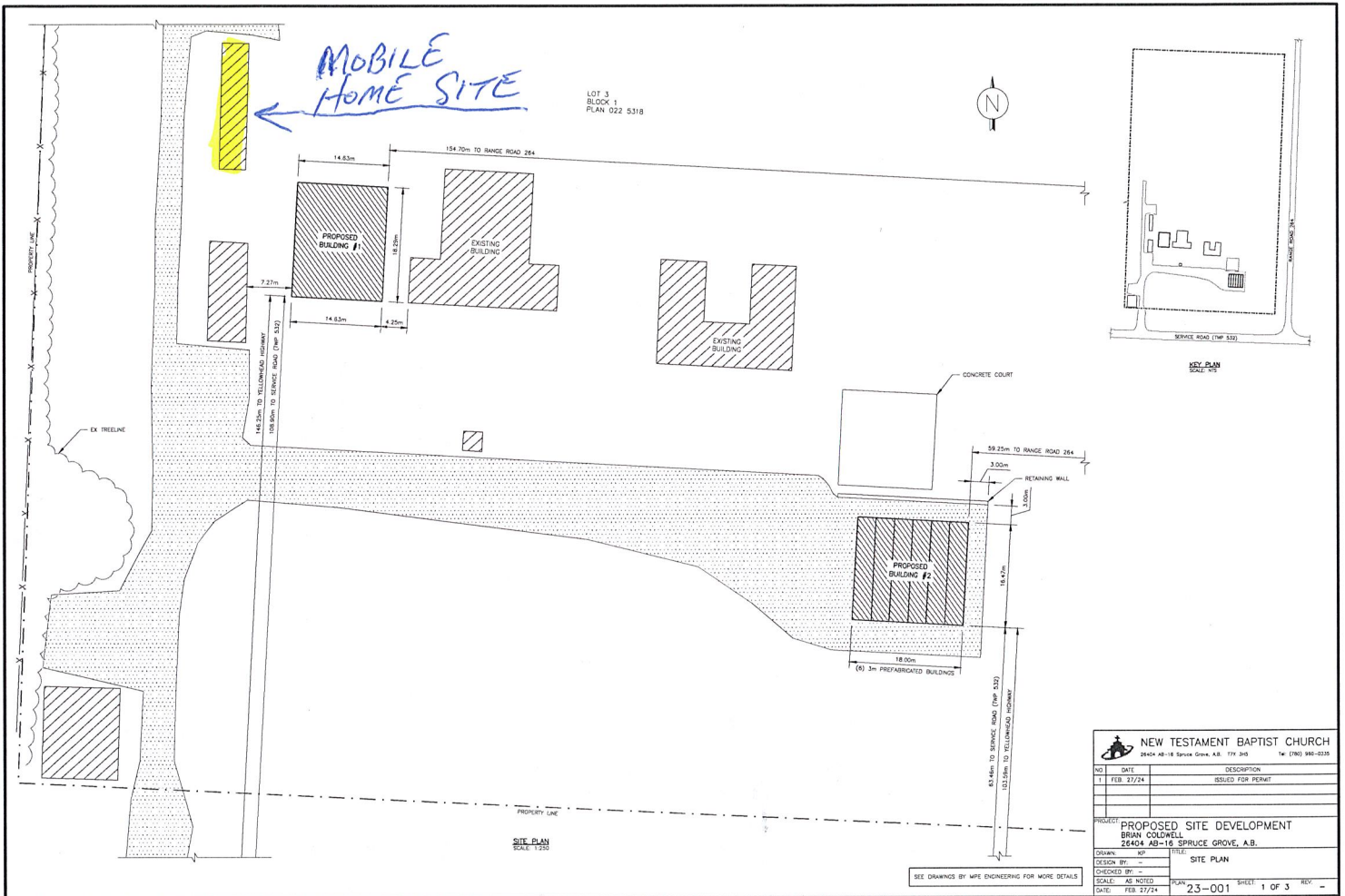
Witness

) 
) _____
) BRIAN COLDWELL



Witness

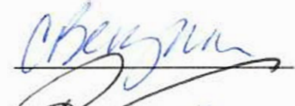
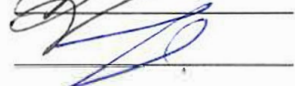
) 
) _____
) KATHERINE COLDWELL





ADMINISTRATIVE PROCEDURE C-PD05-P1

Off-Site Levy Assessment and Collection

PREPARED BY:	Planning and Development Services	LS REVIEW DATE:	September 8, 2019
EFFECTIVE DATE:	September 16, 2019	APPROVALS:	
PREVIOUS REVISION DATE:	April 9, 2013	DIRECTOR/MANAGER::	
REFERENCES:	Off-Site Infrastructure Levies C-PD05 Bylaw 2015-07	GENERAL MANAGER:	
		CAO:	
		FUNCTION:	Planning and Development

PURPOSE

These procedures support Off-site Infrastructure Levies Policy C-PD05, and will guide Parkland County as to when to assess levies to developers, when levy amounts are payable (deferrals), when and how front-end infrastructure construction will be assigned to developers, and when and how developer front-end construction will be reimbursed.

DEFINITIONS

1. **"Annual Financial Plan"** means a plan that outlines future anticipated disbursement / retention of off-site levy reserve funds. The plan considers front-ending claims, development infrastructure staging, off-site levy reserve balances, future off-site levy receipts, municipal debt capacity etc.
2. **"Capital Plan"** means a plan that outlines off-site infrastructure approved for construction. Note, items approved for construction do not necessarily mean that they are funded.
3. **"Construction Completion Certificate"** means a certificate that is issued by the municipality to signify that front-end off-site infrastructure has been constructed to standard. The certificate issue date can also commence the guaranteed repayment schedule.
4. **"Final Acceptance Certificate"** means a certificate that is issued at the completion of a two-year warranty period and when front-end infrastructure is free of defects and deficiencies. The Final Acceptance Certificate signals the release of hold back on front-ended construction repayment.
5. **"Guaranteed Repayment Date"** means the guaranteed repayment date on developer front-ended "qualified" infrastructure as established from the date of issue of the Construction Completion Certificate.
6. **"Holdback"** means the amount of funds held-back after issuance of the Construction Completion Certificate during the warranty period. Holdback may be released upon issue of the Final Acceptance Certificate (subject to availability of reserve funds).

7. **"Non-Qualified Off-Site infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and is contained within the "non-qualified" portion of the Capital Plan (beyond 5 years).
8. **"Off-Site Levy Deferral Agreement"** means an agreement between the developer and municipality that permits the developer to pay off-site levies on an installment basis.
9. **"Off-Site Levy Down Payment"** means the amount of off-site levy that is immediately due upon the issuance of a subdivision or development permit.
10. **"Off-site Levy Exemption"** means conditions that must be satisfied in order to have to an off-site levy assessment waived on a subdivision or development permit application.
11. **"Off-Site Levy Installment"** means the amount of off-site levy assessment that is due annually.
12. **"Off-site Levy Offset"** means front-end infrastructure costs incurred by the developer used to reduce the amount of off-site levy assessment payable by the developer.
13. **"Qualified Off-site Infrastructure"** means developer front-ended infrastructure that is outlined in the Off-site Levy Bylaw and contained within the "qualified" portion of the Capital Plan (next 5 years).

ACTION STEPS

1. ASSESSMENT / COLLECTION PROCESS OVERVIEW

"Schedule 1" outlines the various process steps and decisions that will be used to guide off-site levy assessment and collection.

A. Levy Assessment, Assessment Exemptions and Thresholds

The obligation to pay off-site levies occurs in two steps: (1) the levy is "incurred" upon application for a subdivision agreement or development permit, and (2) the levy is paid upon issuance of the subdivision or development permit or may be deferred to a future time of payment. This section of the Policy and Procedure document focuses on the principles and options that will guide the County in determining "when" the submission of an application for a subdivision agreement or development permit would result in a levy obligation being "incurred".

i. Legislated Exemption

The first criteria to be considered in determining if an application for a subdivision agreement or development permit is eligible or exempt from incurring an off-site levy obligation is outlined in legislation. County guiding policies are consistent with these legislative requirements.

Municipal Government Act, Section 648(4) states: *"An off-site levy imposed under this Part of the former Act may be collected once only in respect of land that is the subject of a development or subdivision."*

Guiding Principle

If a parcel of land was previously developed or subdivided, and an off-site levy was paid in accordance with Section 648 of the Municipal Government Act on that entire parcel, then any new development or subdivision is exempt from any future assessment and payment of off-site levies.

B. County Exemptions

Except for exemption conditions outlined in legislation, off-site levies would apply to all “development” or “subdivision” situations within the Parkland County off-site levy development area unless such development or subdivision is explicitly exempted.

According to Section 616 of the Municipal Government Act (b) “Development” means (i) an excavation or stockpile and the creation of either of them, (ii) a building or an addition to or replacement of a building and construction or placing of any of them on, in over or underland, (iii) a change of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the use of the land or building or (iv) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in or is likely to result in a change in the intensity of use of the land or building.

According to Section 616 of the Municipal Government Act (ee) “Subdivision” means the division of a parcel of land by an instrument.

As such, all improvements on a site including: buildings, other structures, parking and loading areas, landscaping, paving or graveling areas, devoting areas to exterior display, etc. might be considered development. Further, the placement of any land instrument that divides land might be considered subdivision.

The broad application of these definitions to the assessment of off-site levies would result in obligations due where there may be no intent to develop or where the nature and size of the development would not warrant payment of an off-site levy. Whereas the intent of the off-site levy assessment is clearly to pay for the construction of off-site levy road, water, sanitary and storm management infrastructure that supports the development. Clearly then, a subdivision or a development application that does not place any or little burden on road, water, sanitary and/or storm management off-site infrastructure might be considered exempt from off-site levy assessment and payment obligation.

Guiding Principle

If a development or subdivision is, in the opinion of the County, likely not to place a burden on the water, and/or sanitary, and/or storm water off-site infrastructure then the development or subdivision may, subject to the approved procedures, be considered exempt from off-site levy assessment and payment obligation.

Off-site levy **assessment exemptions** and **exemption thresholds**:

Exemption / Exemption Threshold	Rationale
a) Temporary Development / Land Uses – Temporary land uses will be considered exempt so long as the use or structure proposed will not be used beyond 1 year.	If a use is truly temporary in nature the impact on off-site levy infrastructure will also be temporary and therefore complies with the guiding principle. The timeframe threshold ensures that a temporary use is not extended to permanent use.
b) Replacement of a Structure – Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement is substantially completed within 1 year of the demolition or destruction of the prior structure will	This is intended to exempt residential rebuilding / commercial rebuilding in the event of a fire or similar catastrophic loss, etc. The replacement structure would not use off-site infrastructure to any greater extent than the previous structure. The

be considered exempt.	threshold timeframe is intended to ensure that replacement of the structure occurs in a timely fashion.
c) Altering a Residential Structure – Altering residential structures to duplex size will be considered exempt.	This is intended to exempt the various forms of residential alterations that may be applied for ranging from a room addition through to creation of a duplex. Alterations beyond a duplex would be considered a development that would result in greater demand on off-site infrastructure and therefore not exempt from off-site levies.
d) Ancillary improvements – includes but may not be limited to fences, walls, berms and signs. These miscellaneous improvements will be considered exempt.	This is intended to exempt various residential, commercial and industrial development applications that would not create any additional burden on off-site infrastructure.
e) Division of Lands so that Further Subdivision Can Take Place – includes situations where lands are subdivided into blocks that in turn would require further subdivision of individual lots or blocks. A parcel size greater than 16ha. (40ac.) will be considered exempt.	This allows large tracks of lands to be assembled and divided among developers. The parcel size threshold is established to help guide application of this exemption.
f) Non-residential Farm Buildings – agricultural / farming structures will be considered as exempt. This would include bona fide farming operations encompassing barns, silos and other ancillary development for agricultural use.	Exempting non-residential farm buildings would permit existing farms to modernize without facing off-site levy assessments and payments.
g) Division of Agricultural Lands – includes situations where a farm is subdivided. Subdivision of land in blocks greater than 16 ha. (40ac.) are considered exempt. An exemption is also permitted for the severance of a residential parcel of land from the agricultural lands for a residential site.	This would allow land owners to sell their farmland and create one residential site on the divided lands.
h) Enlargement of Existing Industrial Buildings – Industrial buildings may be enlarged to a threshold of 25% of the existing building floor size before off-site levies are assessed. Cumulative building enlargement in excess of 25% building threshold size will result in the assessment of off-site levies.	The floor plate % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged building enlargements do not bypass the payment of off-site levies.
i) Intensified Land Development – Non-building site development use (processing / production facilities, storage etc.) can be increased by a threshold of 25% before off-site levies are assessed. Cumulative increased site use in excess of the 25% use increase threshold will result in the assessment of off-site levies.	The site use % threshold is easy to administer. A cumulative threshold has been created to ensure that multiple / staged site developments do not bypass the payment of off-site levies.
j) Alteration of a Non-Residential Structure That Does Not Change the Use or Size of the	This would allow existing developments to make office renovations etc. within the existing

Structure – This would permit any existing industrial or commercial structure to be modernized and be exempt from off-site levy assessment and payments provided that the improvement occurred within the existing floor plate size and the use of the structure did not change.	development floor plate. However if a structures floor plate size were increased the exemption would be lost. Further, if an alteration changed the use of the structure then the exemption would also be lost.
k) Demolition or Removing of a Structure – This would permit any existing property to remove existing structures while remaining exempt from off-site levy assessments.	This would allow existing property owners to demolish older structures in readying the property for future development.

C. Levy Assessment Deferment and Installment Payments

Once an off-site levy is “incurred” the next decision is “When should the levy be paid?”

Off-site levy payment can have a material impact on developers’ cash flow, particularly during start up or early stages of development. Off-site levy deferment allows the developer to pay their levy obligation over a period of time.

Deferment of off-site levy payments has a direct and negative impact on off-site levy cash availability for construction of off-site levy infrastructure and repayment of off-site infrastructure front-ending obligations.

i. Eligibility for Payment Deferment

Off-site Levy payment deferment criterion does not consider the financial capacity of developers— all developers are considered to have equivalent financial capacity and an equal right to payment deferment. Off-site Levy payment deferment criterion is focused on the amount of off-site levy that is to be paid by the developer. Developments below the off-site levy deferment threshold amount are required to pay off-site levy amounts as a condition of subdivision or development permit approval. Developments above the deferment threshold amount may “elect” to defer off-site levy payment over a period up to two years by entering into agreement (executing a Deferral Agreement) with the County for off-site levy deferred payment. “Schedule 2” outlines the payment deferment process.

Guiding Principle

A development or subdivision that is assessed cumulative off-site levies in excess of \$500,000 may elect to defer off-site levy payments.

Potential off-site levy deferment includes:

Deferment Threshold	Rationale
a) Off-site Levy Deferment Threshold – The option to defer payment of levies would be extended to any subdivision or development application with off-site levies greater than \$500,000. The maximum deferment period is 2 years.	The dollar value threshold provides the developer with a clearly understood threshold for payment deferment. Off-site levies below the threshold are payable as a condition of approving a development or subdivision application.

ii. Repayment Period and Terms

The repayment period is akin to the terms established in a credit agreement whereby the lender (the County) determines the term of the agreement and the creditor (developer) must meet the terms of the agreement. The creditor has the ability to pay out amounts owing any time prior to the terms of the agreement.

Guiding Principle

Developers that are eligible and elect to defer off-site levy payments must enter into agreement with the County (execute a Deferral Agreement). The Deferral Agreement with the County outlines the terms and conditions upon which off-site levy payments will be made. Non-qualified infrastructure is not eligible for deferral.

Potential off-site levy payment (installment) terms:

Installment Terms	Rationale
a) Initial Off-site Levy Down Payment – A portion of the off-site levy assessment is payable as a condition of the subdivision or development permit being issued. The down payment must be 25% of the off-site levy assessment. The balance to be paid in installments.	The payment of a portion of the off-site levy ensures that some level of funding will immediately flow into the off-site levy reserves.
b) Installment Payments – The balance owing would be paid within a maximum period of 2 years. The recommended repayment period is 2 years, as follows: 1st Year Anniversary Date - 50% of the balance owing will be paid. The balance owing is adjusted to reflect the approved off-site levy rates as at date of payment. 2nd Year Anniversary Date - payment of the remaining balance. The balance owing will be adjusted to reflect the approved off-site levy rates as at the time of payment.	The payment installment period is intended to provide a cash flow outlet to the developer. Deferral however does not lock in the amount to be paid by the developer. A developer would be required to adjust amounts due to the County as a result of any levy rate changes that occurred over the deferment period.
c) Early Repayment – Developers have the ability to pay off any off-site levy balances earlier than the repayment date terms.	This will accommodate situations where a developer wishes to pay out all levy obligations. Early payment may be desired to avoid off-site levy rate increase adjustments.

iii. Repayment Indemnification

Off-site levies are required to be paid as a condition of issuing a subdivision or development permit. However, if eligible, the applicant may elect to pay the off-site levy in installments as outlined earlier. In order to secure the position of the County in the case of non-payment of an installment the applicant will provide the County with indemnification that can be easily converted to cash by the County in the case of payment default by the developer.

Guiding Principle

Developers that elect to defer off-site levy payments must provide the County with indemnification in the event of payment default.

Failure of the developer to pay an off-site levy installment will result in the indemnification held by the County to be exercised and applied against amounts owed by the developer.

Off-site levy indemnification:

Indemnification Terms	Rationale
a) Irrevocable Letter of Credit – An irrevocable letter of credit in the amount of the balance owing will be provided by the developer to the County. As installments are provided to the County a new letter of credit for the remaining balance owing will be provided. This balance will be adjusted to reflect any off-site levy rate changes that have occurred.	The irrevocable letter of credit provided through a bank or lending institution may be readily converted in the case of payment default.

iv. Increasing Amounts Due for Any Increase in Off-site Levy Rates

Off-site levy monies owed to the County on deferred payment schemes will be adjusted by off-site levy rate changes that occur prior to payment of levies. Off-site levy assessments are in effect “floating” and subject to adjustment as rates change. Deferral applicants are liable for increases in levy rates that occur after they elect to defer payment to the date that payment is actually made. Should the developer elect to pay an installment or any amount owing prior to a scheduled installment date the off-site levy assessment will be determined based upon the off-site levy rates in effect at the time of payment. “Schedule 3” outlines the installment collection process.

Guiding Principle

Developers that elect to defer off-site levy payments will be assessed their off-site levy obligation based upon the off-site levy rate in effect at time of payment.

Potential options for calculation of off-site levy payments:

Assessment Adjustment Terms	Rationale
a) Assessment at Time of Payment – Off-site levy balances owing are “floating” and subject to adjustment for off-site levy rates in effect at the time of payment.	Off-site infrastructure is subject to changes for cost changes, interest rate changes etc. These changes will be considered in off-site levy rate changes annually.

2. OFF-SITE LEVY INFRASTRUCTURE FRONT-ENDING

A. The timing of off-site infrastructure is such that all off-site levy funds will not be in place prior to construction. Parkland County is interested in working with the development community. Therefore, in order to attract developers to front end construction, incentives will be provided including: offsetting levies due by the value of off-site levy infrastructure constructed by the developer, providing interest on front-ending balances owed to the developer. "Schedule 4" outlines the infrastructure front-ending process

B. Construction of "Qualified" and "Non-Qualified" Off-site Infrastructure

We have used the term "qualified" off-site infrastructure. "Qualified" means that the County has approved off-site infrastructure construction and entered into contract (Front-end Construction Agreement) with the developer. The agreement will outline the standards and specifications of the infrastructure to be constructed. The decision to approve the construction as "qualified" is based upon the off-site infrastructure being outlined within the County's Off-site Levy Bylaw and the infrastructure being required by the County in the near immediate term. This later condition is denoted by the project being reflected in the next 5 years of the County's Capital Plan.

There may be instances where a developer may wish to construct off-site infrastructure to support their development however the County may not require the infrastructure to be built at this time ("non-qualified"). For example, a developer may wish to construct all four lanes of an arterial road when only two lanes are required. The County will permit the developer to offset the cost of off-site infrastructure constructed that may be constructed beyond the County's construction staging plan however repayment of the construction would not commence until the front-end construction becomes "qualified" for repayment i.e. being reflected in the next 5 years of the County's Capital Plan.

Guiding Principle

Off-site infrastructure constructed by a developer will be constructed to the standards and specifications of the County.

Developers are required to enter agreement with the County on all off-site infrastructure constructed (qualified or non qualified infrastructure).

"Qualified" off-site infrastructure is outlined within Parkland County's Off-site Levy Bylaw and is contained within the next 5 years of the County's Capital Plan.

"Non-qualified" off-site infrastructure is outlined with Parkland County's Off-site levy but is not referenced within the next 5 years of the County's Capital Plan.

Developers that construct "Qualified" or "Non-qualified" off-site infrastructure are permitted to offset off-site levies up to the cost of infrastructure being constructed (see offsetting off-site levies).

Developers that construct "qualified" off-site infrastructure will be reimbursed infrastructure construction costs by a guaranteed repayment date and interest will accrue on unpaid balances.

Developers that construct "non-qualified" off-site infrastructure will not be reimbursed costs and will not receive interest on unpaid balances until such time as the infrastructure becomes "qualified" (i.e., contained in the next 5 years of the County's Capital Plan).

	Qualified Infrastructure	Non-qualified Infrastructure
Relationship to Off-site Levy Bylaw and Capital Plan	Is contained in the County's Off-site Levy Bylaw and the next 5 years of the County's Capital Plan.	Is contained in the County's Off-site Levy Bylaw but is not contained in the next 5 years of the County's Capital Plan.
Standards & Specifications	Constructed to the standards and specifications of the County.	Constructed to the standards and specifications of the County.
Front-end Agreement	Developers are required to enter agreement with the County.	Developers are required to enter agreement with the County
Offset Off-site Levies	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.	Developers may offset the value of off-site levies being collected by the cost of construction. Offset may only be applied to levies in the same category as infrastructure being constructed.
Interest on Unpaid Balance	Developers will receive interest on the balance of off-site infrastructure amounts due to the developer.	No Interest Payment Until Qualified – Developers will not receive interest on non-qualified infrastructure constructed. Interest will only accrue once the infrastructure is "qualified".

C. Offsetting Off-site Levies for Front-end Infrastructure Costs

Developers who front end the construction of off-site levy infrastructure whether "qualified" or "non-qualified" may apply the cost of this infrastructure against off-site levies due to the County. If the developer is constructing off-site infrastructure or contributing land that will be used to site off-site levy infrastructure the County will award the developer a credit up to the value of construction. However, the construction credit may only be applied against the same category of levy as the constructed front-end infrastructure. No construction credits may be applied to off-site levies owing that differ from the off-site levy infrastructure being constructed. For example, if a developer were front-ending the construction of water off-site infrastructure, then the off-site levy assessment for water can be offset by the value of front-ended water infrastructure. The value of construction cannot be offset against any other off-site levy assessments.

Guiding Principle

Developers that front end the construction of off-site infrastructure may offset the off-site levy assessments on this category of off-site infrastructure up to the cost of infrastructure construction.

Front-end infrastructure costs may only be applied against the same off-site levy category as the infrastructure being front-ended.

Potential options for calculation of off-site front end amounts and levy credits for front-ended off-site levy infrastructure:

Front-end Construction Amount / Offset Credits	Rationale
Offset Based Upon Professional Estimate / Adjust for Actual – The offset credit will be based upon the County approved construction estimates.	Obtaining external pricing ensures that all parties understand the potential cost of the project. Final actual construction cost is required to finalize

The developer will provide this estimate. The developer estimate must be certified by a professional architect or engineer or based on a fixed price bid from a contractor. When the infrastructure is ultimately constructed the actual cost of construction, approved by the County, will be applied to adjust any off-site levies still owing. The developer must advise the County of any change orders that impact the cost of the approved infrastructure and the change order must be approved in writing by the County to be eligible for reimbursement or levy assessment offset.	amounts that may be due to the developer and / or the County. The notification and approval of change orders will keep the County and developer apprised of the cost changes and potential impact on levy assessments outstanding.
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3. Infrastructure Front End Claim Reimbursement

A. Construction Inspection and Acceptance

Developers who are front-ending the construction of off-site levy infrastructure will construct infrastructure to the standards and specifications demanded by the County. In this regard the process used to inspect and accept other development infrastructure will be used for off-site infrastructure construction. The County will inspect constructed infrastructure and issue a Construction Completion Certificate when the infrastructure is completed. This certificate will "start the clock" on the timing of guaranteed repayment on "qualified" off-site infrastructure. The developer will be responsible for correcting any deficiencies in off-site infrastructure construction. Front-end off-site infrastructure will be subject to a warrantee period as outlined in the County Engineering Design Standards. To ensure that the developer corrects deficiencies in front-end infrastructure, cost reimbursement will be subject to hold back. The County will issue a Final Acceptance Certificate when all deficiencies have been remedied and the warrantee period has expired. The Final Acceptance Certificate will trigger the release of front-end infrastructure reimbursement hold back (subject to the availability of funds in the offsite levy reserve). "Schedule 5" outlines the reimbursement of front-ending claims process.

Guiding Principle

Developers will be responsible to construct off-site infrastructure to the standards and specifications of the County.

Infrastructure inspection and acceptance conditions are outlined below:

Inspection / Acceptance Terms	Rationale
a) Inspection, Correction of Deficiencies, Acceptance – Developer constructed infrastructure will be built to County standards and specification. At completion, infrastructure will be subject to County inspection. The developer will remedy	The developer is accountable for the infrastructure constructed. The inspection process will ensure that standards have been met and that deficiencies are noted and subject to future correction by the developer. The Construction Completion Certificate "starts" the guaranteed repayment schedule.

construction deficiencies. A Construction Completion Certificate will be issued by the County to signify that infrastructure conforms to County standards.	
b) Hold Back on Deficiencies, Issuance of Final Acceptance Certificate – The County will withhold 5% of the cost of front-end off-site infrastructure repayment amounts to expedite correction of deficiencies (subject to the availability of funds in the offsite levy reserve). After construction deficiencies are completed in accordance with the County Engineering Design Standards a final acceptance inspection will be undertaken, a Final Acceptance Certificate will be issued and holdback on reimbursement may be released (subject to the availability of funds in the offsite levy reserve).	To ensure that a developer corrects any off-site infrastructure deficiencies a hold back amount will be established. The issue of a Final Acceptance Certificate by the County will be used to signal release of holdback on payment to the developer.

B. Interest on Unpaid Balance

Developers who construct “qualified” off-site infrastructure, where the cost of construction exceeds off-site levies payable, will earn interest on balances due to them. Interest will accrue from the point of the issuance of the Construction Completion Certificate, and will be posted to the developers account annually and upon final repayment of the construction cost by the County. Interest accrued on unpaid balances owed to the developer will be earned at the borrowing rates periodically agreed to by the County in the “County Banking Agreement”. The “County Banking Agreement” represents the interest cost to the County if it were to borrow money to front-end construction of the off-site infrastructure.

Guiding Principle

Balances due to developers as a result of front-ending the construction of “qualified” off-site infrastructure will earn interest at the nominal cost of capital to the County as would be received in a loan through the County’s Banking Agreement.

Interest earned on outstanding balance due to the developer for construction of “qualified” off-site infrastructure:

Inspection / Acceptance Terms	Rationale
a) Interest on Outstanding Balance at County Cost of Capital – Developer constructed off-site infrastructure will earn interest on any outstanding balance at the interest rate the County would receive if it were to borrow money under the terms and conditions of the “County Banking Agreement”. Interest will be credited to developer accounts annually and at time of final payment to the developer.	Developers who construct “qualified” infrastructure will receive credit for the working capital invested in constructing front-ending off-site infrastructure. The MGA indicates that parties that front end infrastructure construction will be entitled to interest on their investment.

C. Front Ending Repayments

The County will decide annually the amount of off-site levy reserves that are to be used / retained for drawn down of outstanding front-end balances (less holdbacks) and future construction. "Schedule 6 outlines how off-site levy reserves will be apportioned.

The County will develop a plan annually describing how it intends to distribute off-site levy reserve funds. The plan will consider future off-site front-ending, future staging of off-site infrastructure, the balance in off-site levy reserves, the balance of outstanding qualified front-end obligations, the County's borrowing capacity, interest rates, development trends etc. This information will be used to create the County's Capital Plan as well as a Finance Plan that outlines anticipated levy receipts, expenditures and the allocation of expenditures between repayments, front end debt draw down, monies drawn by the County to construct off-site infrastructure and amounts retained in the reserve to finance future disbursements including future construction, repayments etc.

Guiding Principle

The County will develop annually a financial plan describing how off-site levy funds will be disbursed.

Repayment prioritization:

Reserve Use	Rationale
a) Use for Funding Payouts, Construction of New Off-site Infrastructure or Draw Down of Off-site Infrastructure Debts – Off-site levy funds will be drawn down as may be required to meet front-end payments (less holdbacks). Off-site reserve funds may also be used / retained for future infrastructure projects or draw down of "qualified" front-end obligations at the discretion of the County.	Repayment of developer payouts may be given the same priority as funding of new infrastructure or draw down of front-end debts.

D. Payments on Developer Front End Debts

Any off-site levy reserve funds that are assigned to the draw-down of obligations related to "qualified" front-end construction will be distributed to front-ending parties (County and / or private developers) in an equitable fashion. Equity will be achieved by prorating repayment funds across the outstanding balance of all amounts owed.

Guiding Principle

Funds drawn from the off-site levy reserve to pay down "qualified" front end obligations will be prorated across all outstanding loan balances.
When an amount owed on "qualified" front-ending obligation is equal to or less than \$100,000, the amount due will be paid out in its entirety.

The following outlines the administrative processes that will be used when reserve payments are allocated to the repay / draw down of "qualified" front-end obligations.

Repayment of "Qualified" Debts	Rationale
a) Payments on Amounts will be Prorated on All Balances Due – The County will determine the amount of funding to be applied to the pay down of front ending obligations for "qualified" balances. Such funding will be prorated across all debts, however, the County may choose to defer payment to itself at any given year.	The County will determine the amount of off-site levy reserve funding to be applied against debt draw-downs. This amount will be distributed equally to all debts, County and private developer alike, the County may defer payment to itself thereby allowing all funds available for distribution to flow to front-ending private developers.
b) Payments on Amounts Equal to or Below \$100,000 will be paid out – When the balance of a "qualified" front-end obligation is equal to or falls below \$100,000, the balance will be paid out in its entirety subject to availability of funds.	Small outstanding balances will be paid out to reduce the administrative efforts associated with these amounts.

ATTACHMENTS

"Schedule 1" Off-site Levy Assessment and Collection

"Schedule 2" Off-site Levy Deferment

"Schedule 3" Off-Site Levy Collection

"Schedule 4" Off-site Levy Front-ending Process

"Schedule 5" Front-ending Claim Reimbursement Process

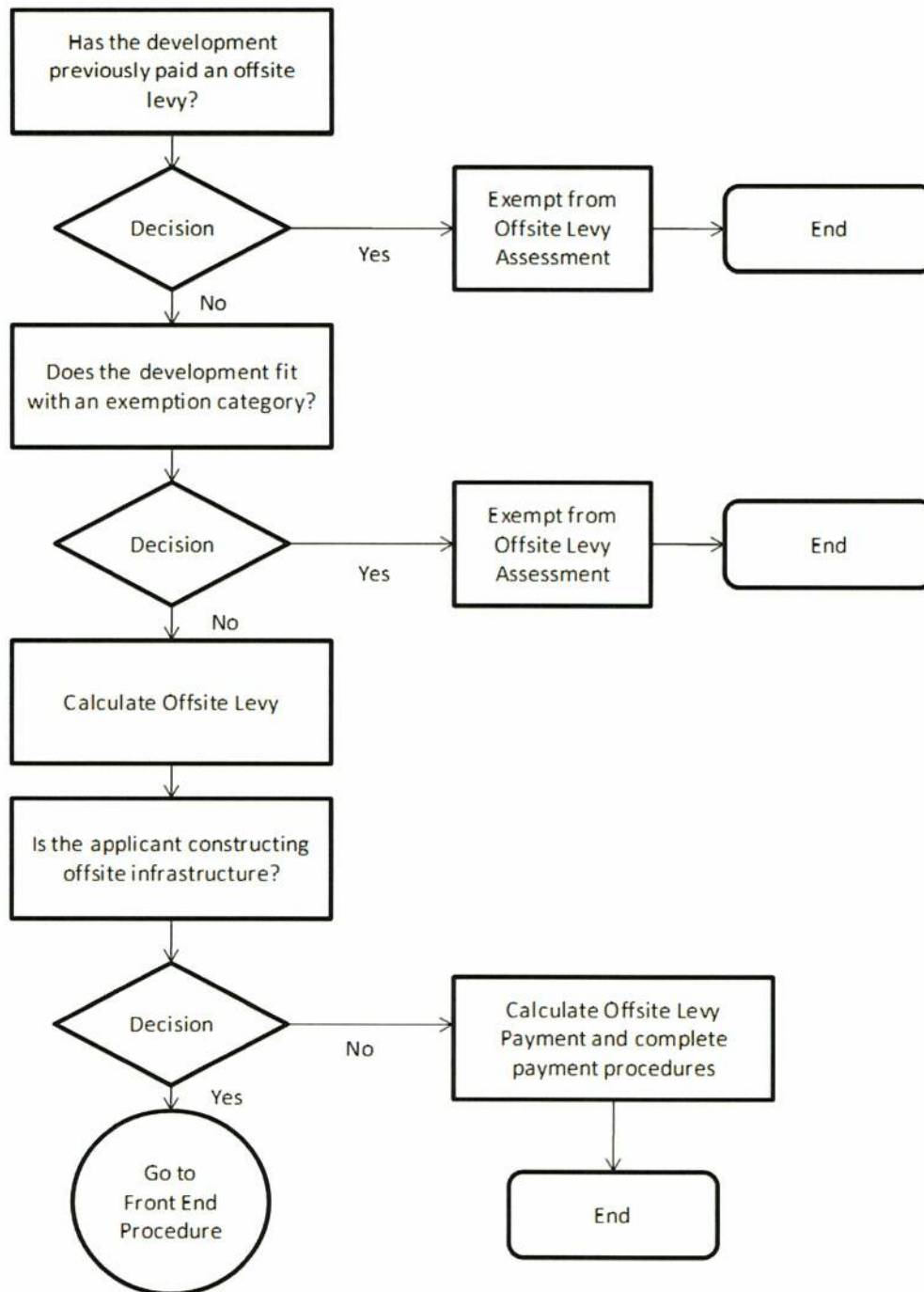
"Schedule 6" Apportioning Off-site Levy Reserve for Payment

RESPONSIBILITIES

The Director of Planning and Development Services is responsible for monitoring and reviewing this procedure.

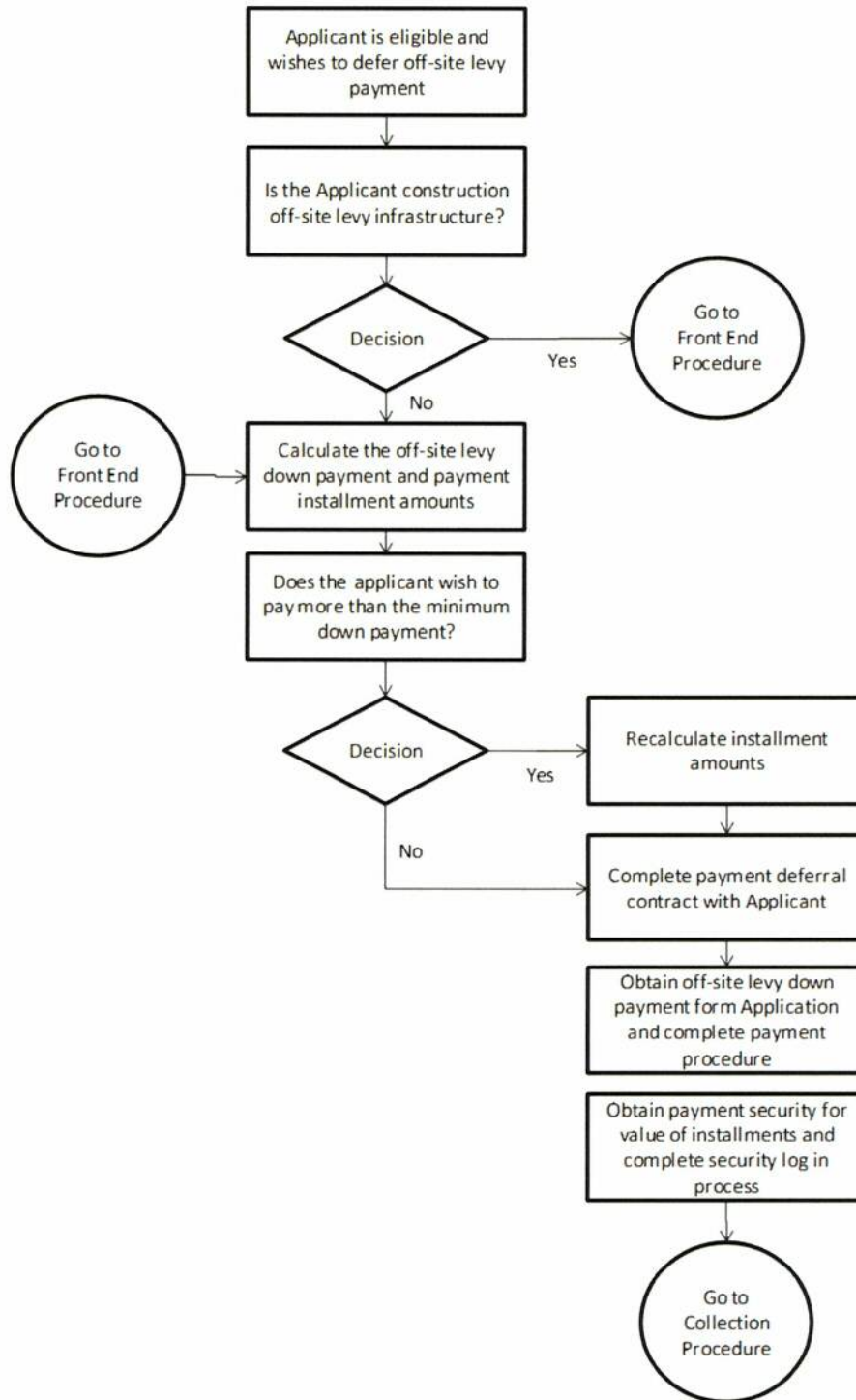
"SCHEDULE 1"

OFF-SITE LEVY ASSESSMENT AND COLLECTION

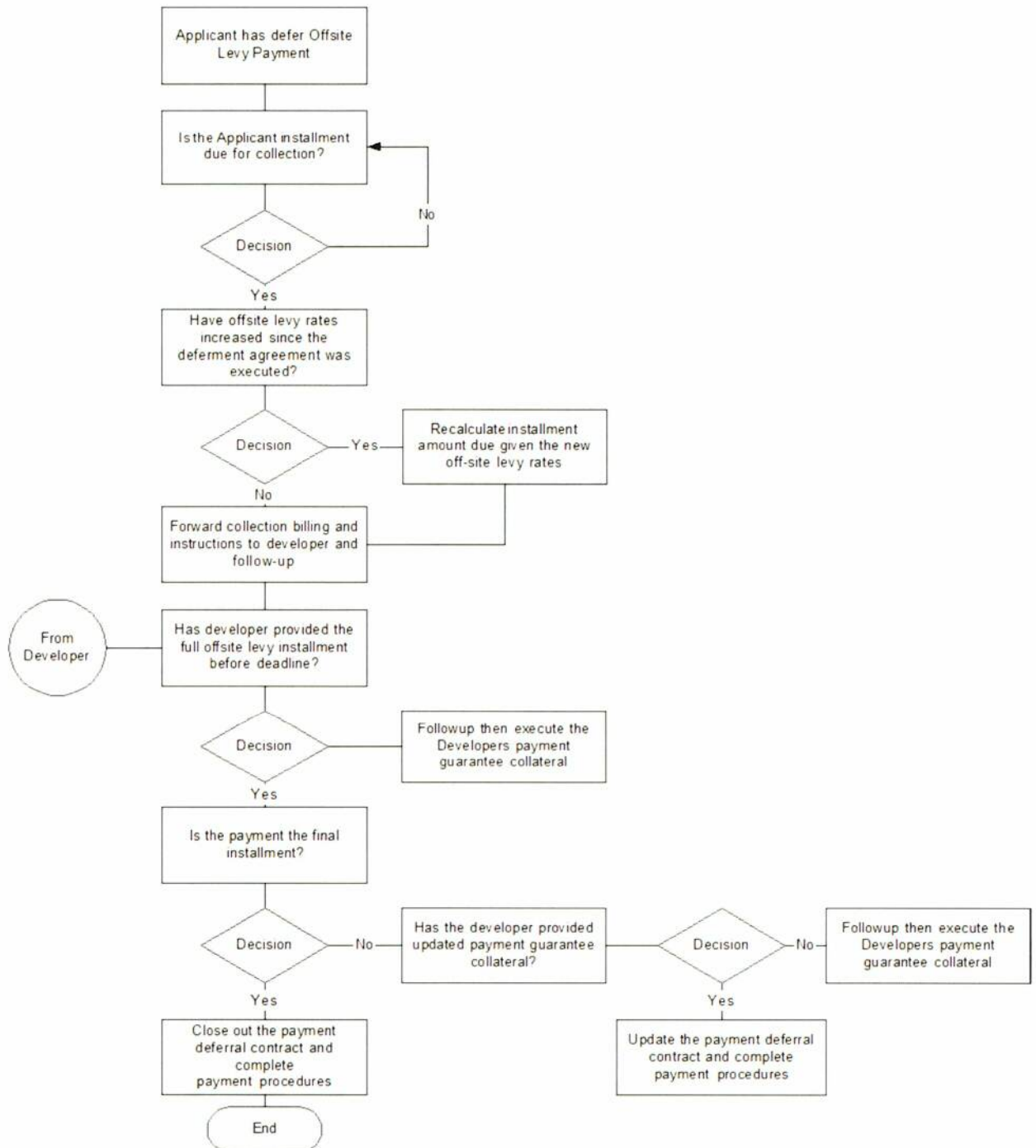


"SCHEDULE 2"

OFF-SITE LEVY DEFERMENT

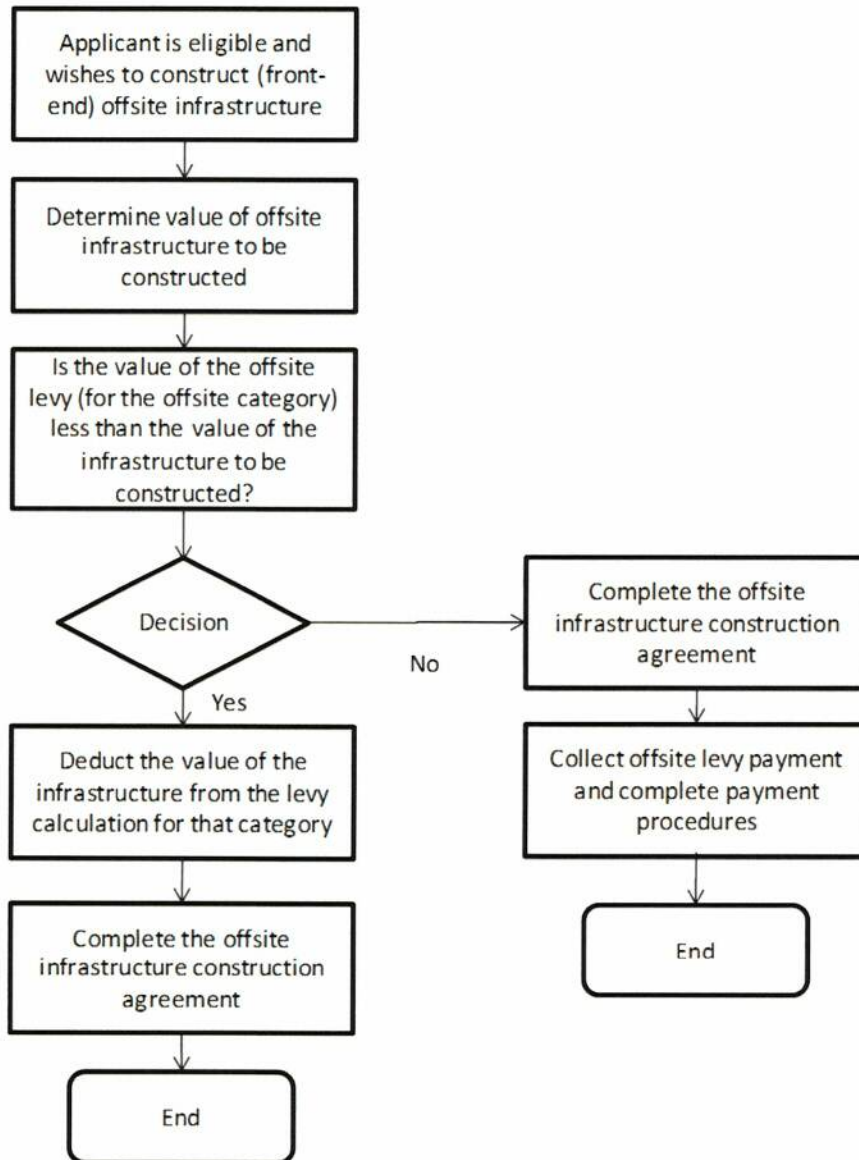


"SCHEDULE 3"
OFF-SITE LEVY COLLECTION



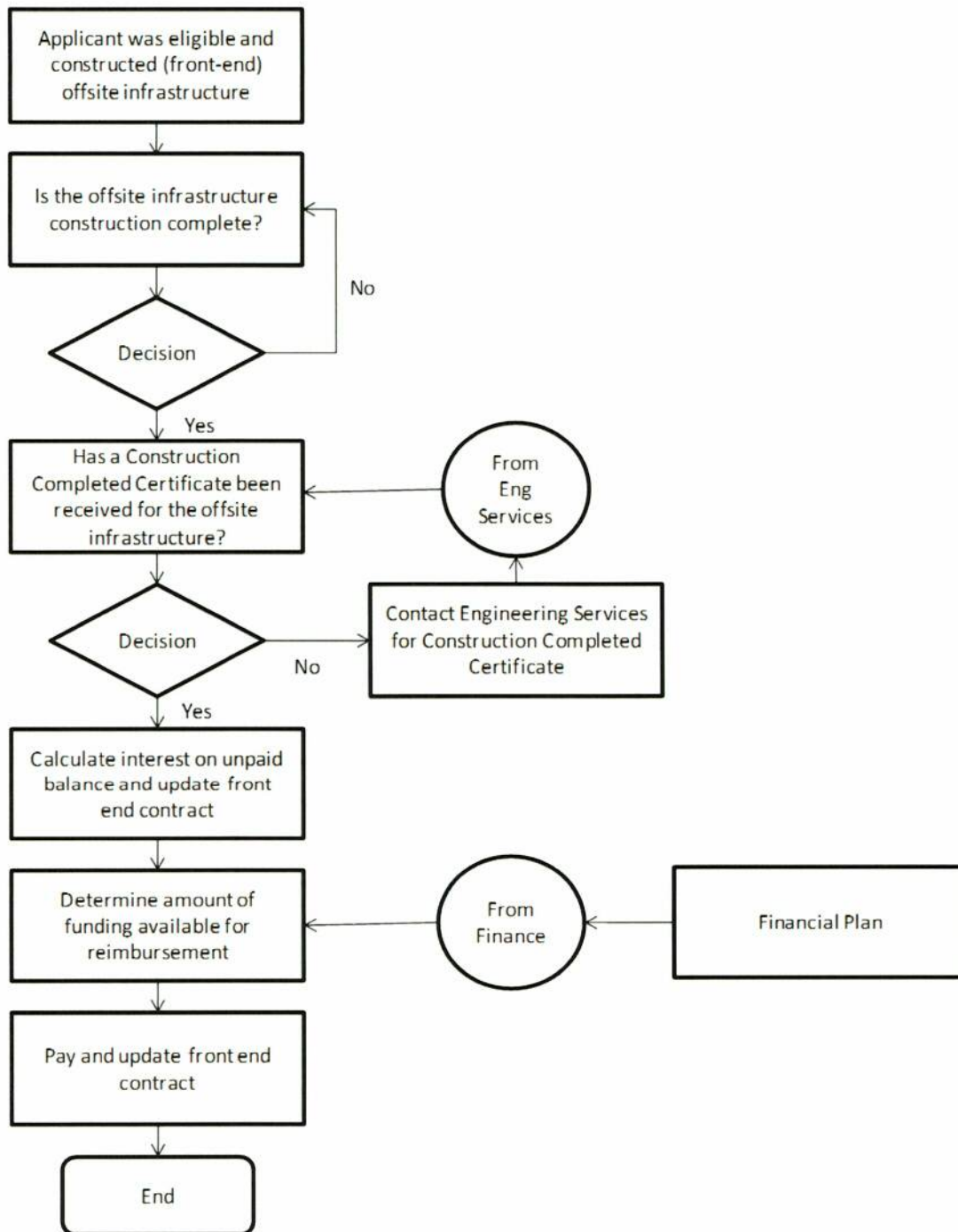
"SCHEDULE 4"

OFF-SITE LEVY FRONT-ENDING PROCESS



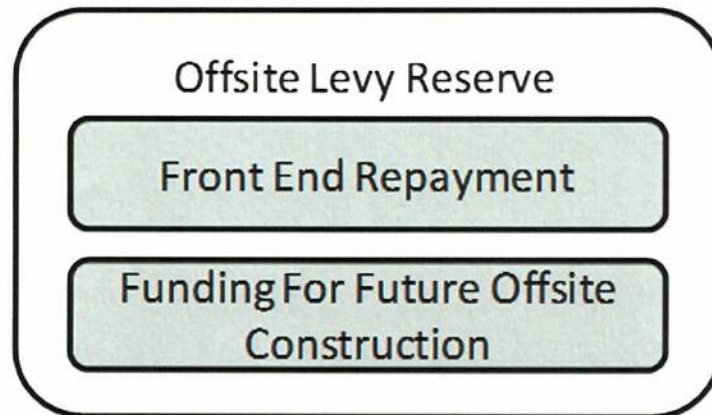
"SCHEDULE 5"

FRONT-ENDING CLAIM REIMBURSEMENT PROCESS



"SCHEDULE 6"

APPORTIONING OFF-SITE LEVY RESERVE FOR PAYMENT



The *Municipal Government Act* (http://www.qp.alberta.ca/1266.cfm?page=m26.cfm&leg_type=Acts&isbncln=9780779791484&display=html) (MGA) allows municipalities to

regulate development by setting conditions that must be satisfied before development begins. These conditions may include fees and charges related to funding new or expanded infrastructure or facilities such as:

- storage, transmission, treatment or supply of water;
- treatment, movement or disposal of sanitary sewage;
- storm sewer transmission or drainage facilities;
- roads required for or impacted by a subdivision or development; and
- land required for any of the above described facilities.

Payment of off-site levies

- Off-site levies are collected once for each infrastructure type (Transportation, Water, Sanitary, and Stormwater systems) as described in Section 648(2) of the *Municipal Government Act*.
- The requirement to pay off-site levies is triggered through application for subdivision or development permit.
- If a development or subdivision is, in the opinion of the County, likely not to place a burden on the water, and/or sanitary, and/or storm water off-site infrastructure then the development or subdivision may, subject to the approved procedures, be considered exempt from off-site levy assessment and payment obligation.
- The levies must be paid upon the execution of a development agreement, or prior to the commencement of development, or no later than the endorsement of a survey plan for registration at Land Titles.

Contact Us

Parkland County
53109A Highway 779
Parkland County, AB
T7Z 1R1

General Office: 780-968-8888
Toll Free: 1-888-880-0858
Fax: 780-968-8413
After Hours: 780-968-8400

Email: hello@parklandcounty.com

THIS AMENDING AGREEMENT made this 29 day of January, 2018.

BETWEEN:

PARKLAND COUNTY
a municipal corporation in the Province of Alberta
(the "County")

OF THE FIRST PART

- and -

1236393 ALBERTA LTD.
a corporation incorporated pursuant
to the laws of the Province of Alberta
(the "Developer")

OF THE SECOND PART

AMENDING AGREEMENT

WHEREAS the County and the Developer entered into a Development Agreement dated June 9, 2011, a copy of which is attached as Schedule "A", to provide for the construction and installation of Internal and External Improvements to service the Lands regarding Subdivision Application No. 07-S-067.

AND WHEREAS the parties wish to amend the Development Agreement as set forth in this Agreement;

AND WHEREAS 1236393 Alberta Ltd. and New Testament Baptist Church of Edmonton have come to separate arrangements outside of the Development Agreement regarding the payment of certain recoveries owed to 1236393 Alberta Ltd. from New Testament Baptist Church of Edmonton for front-ended improvements.

AND WHEREAS this is the first amendment to the Development Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises herein contained and other good and valuable consideration, the receipt of which is acknowledged by the parties, the County and the Developer covenant and agree to amend the Development Agreement as follows:

1. That paragraphs 7.1 and 7.2 on pages 15 and 16 and Schedule "E" and Schedule "E-1" of the Development Agreement be deleted in their entirety.
2. This Amendment Agreement shall be effective as of the day and year first written above.

3. Except as amended in this Agreement, the Development Agreement shall continue to in force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first written above.

PARKLAND COUNTY

Per: _____

(seal)

Per: _____

1236393 ALBERTA LTD.

Per: _____

(seal)

Per: _____

SCHEDULE "A"
Development Agreement dated June 9, 2011

February 14, 2018

File No. 07-S-067
Spring Meadow Estates1236393 Alberta Ltd.
201 – 9 Chippewa Rd
Sherwood, AB. T8N 5A3

Attn: Cameron Quillam:

Re: First Amendment to Development Agreement dated June 9, 2011 (Forgiveness of Watermain recoveries for New Testament Baptist Church of Edmonton, hereinafter referred to as the 'Church')

We enclose for your records a fully executed copy of the First Amending Agreement dated January 29, 2018. Also, please find the attached calculation confirming that the front-ending recoveries for the benefitting watermain improvements forgiven to the adjacent landowner on January 29, 2018 was \$264,809.91.

Should you have any questions or concerns, please contact the undersigned at 780-968-8443 or at sfegyverneki@parklandcounty.com.

Sincerely,



Stephen Fegyverneki, RPP MCIP
Manager, Current Planning

cc: Pastor Brian Coldwell

Calculation of Levies / Recoveries 07-S-067F

Recovery for Water Line - NT Baptist Church						CCC Date	(refer to File #07-S-67) Lot 3, Blk 1, Plan 0225318
Total Construction Cost						\$ 211,578.68	
6% GST						\$ 12,694.72	
15% Eng & Admin						\$ 31,736.80	
Total Recoverable Cost						\$ 256,010.21	
						Nov-16	
2 months	2016	\$256,010.21	2.70%	\$ 1,152.05		\$ 257,162.25	
	2017	\$257,162.25	2.70%	\$ 6,943.38		\$ 264,105.63	
1 month	2018	\$264,105.63	3.20%	\$ 704.28		\$ 264,809.91	

Information from Developer's Contributed Assess Spreadsheet

345m of HDPE 250 mm pipe	<u>\$137,595.00</u>
207m of HDPE 300 mm pipe	<u>\$73,983.68</u>
	<u><u>\$211,578.68</u></u>









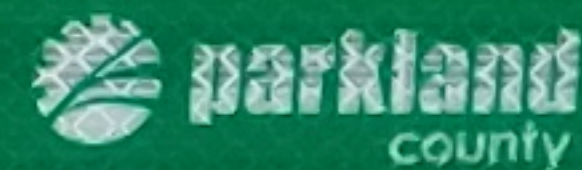






**NEW TESTAMENT
BAPTIST CHURCH**
SUNDAY 10:30 AM
WED. PRAYER & BIBLE STUDY 7 PM
VISITORS WELCOME
PH: 960-0235

26404 HWY 16



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6061 T6511 53187