



REGULAR MEETING OF COUNCIL
A G E N D A
Wednesday, February 19, 2025, 6:00 pm
Council Chamber & Zoom Access

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. PUBLIC HEARINGS
4. DELEGATIONS
5. APPROVAL OF MINUTES
 - 5.1 Minutes of February 19, 2025, Regular Meeting of Council
6. CONSENT AGENDA
 - 6.1 RCMP Bashaw Detachment Quarterly report
 - 6.2 Parkland Airshed Management Zone
 - 6.3 Canada Union of Postal Workers – Industrial Inquiry Commission Reviewing Canada Post
 - 6.4 Town of Bashaw January 31, 2025, Monthly Statement
7. NEW & UNFINISHED BUSINESS
 - 7.1 Joint Use Planning Agreement
 - 7.2 Bylaw #831-2025 – Amend Master Rates & Schedules Bylaw – change variable component
 - 7.3 Bylaw #830-2025 – First Reading – Land Use Bylaw Amendment – Redesignation of Direct Control Districts
 - 7.4 Bylaw #832-2025 – First Reading – Land Use Bylaw Amendment – Redistrict from Industrial to Highway Commercial
 - 7.5 Fire Department Donations – transfer to Reserve
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Legal – Direct Control – FOIP Section 27
11. NOTICES OF MOTION
12. NEXT MEETING: March Meetings – March 5, 2025, 6:00 pm – Regular Meeting, Council Chambers
March 19, 2025, 7:00 pm Regular Meeting - Council Chambers
March 19, 2025 – 6:00 pm – Battle River School Division – Goals Presentation
13. ADJOURNMENT



**REGULAR MEETING OF COUNCIL
MINUTES
February 5, 2025, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:30pm), Councillor McIntosh (5:46pm), Mayor McDonald (5:51pm), Deputy Mayor Orom (5:54pm), Councillor Northey (5:57pm), Foreman Schmidt (5:46pm)

Council by Zoom: Councillor Gust (5:55 pm)

Absent with notice: Secretary Morrison

Recording Secretary: CAO Fuller

Public: none

Public Zoom: none

Press by zoom: Kevin Sabo (6:00 pm)

1. CALL TO ORDER by Mayor McDonald (6:00pm)

2. ADOPTION OF AGENDA

MOVED by Councillor Northey to approve the February 5, 2025, Regular Meeting of Council Agenda.

MOTION #019-2025

CARRIED

3. PUBLIC HEARINGS – none

4. DELEGATIONS - none

5. APPROVAL OF MINUTES

5.1 Minutes of January 15, 2025, Regular Meeting of Council.

MOVED by Deputy Mayor Orom to approve minutes of the January 15, 2025, Regular Meeting of Council.

MOTION #020-2025

CARRIED

6. CONSENT AGENDA

6.1 Public Works Foreman Report

6.2 Council Committee Report

6.3 CAO Report

6.4 Alberta Utilities Commission – Atco Gas & Pipelines Ltd. Agreement Reapprovals

6.5 Federation of Canadian Municipalities – Membership Benefits

6.6 Alberta Association of Police Governance - Membership & Conference Invitation

6.7 Water Reconciliation Report

Councillor McIntosh requested to pull item 6.1 Public Works Foreman Report to New & Unfinished Business 7.01
Deputy Mayor Orom requested to pull item 6.7 Water Reconciliation to New & Unfinished Business 7.02

7. NEW & UNFINISHED BUSINESS

7.01 Public Works Foreman Report

Public Works Foreman Schmidt answered council's questions and provided information.

7.02 Water Reconciliation Report

Cao Fuller reviewed the report with Council. A water leak had been noted, and it was discovered at a vacant property by Atco. The water at the site has been turned off, and the property owner notified.

7.1 Joint Use Planning Agreement

Councillor McIntosh left the meeting due to pecuniary interest at 6:15pm.

The council requested administration make the changes discussed to the agreement and bring it back for council review.

Councillor McIntosh returned to the meeting at 6:22pm.

7.2 Water Pricing 2025

MOVED by Councillor Gust to approve Option C, increase the consumption charge from \$3.69 to \$3.85 per cubic meter.

MOTION #021-2025 CARRIED

MOVED by Councillor McIntosh to direct administration to review the bulk water rates and various fees charged by neighboring communities, Stettler, Camrose County and report the information back to council.

MOTION #022-2025 CARRIED

7.3 Bylaw #831-2025 – Amend Master Rates & Schedules Bylaw – change variable component

MOVED by Deputy Mayor Orom to approve first reading of Bylaw 831-2023 to amend Master Rates & Schedules Bylaw 760-2014 Utility Service Consumer Fee, Section 3, Appendix A, as follows:

1. Metered Rates (monthly billing cycle)
 - a. In-Town Customer (Code 400) \$3.85
Variable Component/Consumption per m3
 - b. In-Town Customer (Code 401) \$37.75
Fixed Component/Flat Fee Monthly

MOTION #023-2025 CARRIED

7.4 Camrose County – Funding of Bashaw & District Support Services, and Amendment to Motor Vehicle Collision Memorandum of Understanding.

MOVED by Councillor McIntosh to direct administration to contact and hire a mediator as per section 8.2 of the signed Intermunicipal Collaboration Framework agreement between the Camrose County & the Town of Bashaw.

MOTION #024-2025 CARRIED

MOVED by Councillor Northey to contact the Minister to discuss the opportunity for a portion of Camrose County FCSS funds to be directed from the ministry directly to the Town of Bashaw.

MOTION #025-2025 CARRIED

Foreman Schmidt left the meeting at 6:40pm.

8. COMMITTEE REPORTS – none

9. CORRESPONDENCE ITEMS – none

Philipp Kremic joined the meeting at 7:00pm.

MOVED by Councillor McIntosh to enter Closed Meeting of Council for 10.1 Resident Taxes -FOIP Section 17, 10.2 Legal – Direct Control – FOIP Section 27 and 10.3 Legal – Motor Vehicle Collision Funds – FOIP Section 27 at 7:00 pm.

MOTION #026-2025 CARRIED

Press- Kevin Sabo was placed in the Zoom waiting room at 7:00 pm.

Philipp Kremic joined the meeting at 7:00 pm.

10. CLOSED MEETING OF COUNCIL

10.1 Land – Resident Taxes – FOIP Section 17

Phillip Kremic departed from the meeting at 7:14 pm.

10.2 Legal – Direct Control – FOIP Section 27

10.3 Legal – Motor Vehicle Collision Funds – FOIP Section 27

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 8:16 pm.

MOTION #027-2025

CARRIED

MOVED by Councillor Gust to waive the tax penalties of \$548.22 for roll number 001331, noting that this will be a one-time exception.

MOTION #028-2025

CARRIED

11. NOTICES OF MOTION - none

12. NEXT MEETING - Regular Meeting – February 19, 2025 – 6:00 pm

13. ADJOURNMENT – Councillor McIntosh adjourned the meeting at 8:19 pm.

MAYOR, Robert McDonald

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller



February 12, 2025

Theresa Fuller
CAO
Bashaw, AB

Dear Theresa Fuller,

Please find attached the quarterly Community Policing Report covering the period from October 1st to December 31st, 2024. This report serves to provide a quarterly snapshot of human resources, financial data, and crime statistics for the Bashaw Detachment.

In the coming weeks and months, we will be engaging with the community and holding town hall meetings as we have done in the past. This will provide us with an opportunity to interact with the community we serve and hear from them directly about what policing issues or priorities they would like our detachment to focus on. I look forward to attending these meetings to connect with our community and will be providing more details as we organize the town hall meetings.

I also want to inform you of the Real Times Operations Centre (RTOC) that is supporting RCMP detachments across Alberta. In October 2022, RTOC was established to optimize our response to incidents around the province. RTOC involves senior police officers monitoring policing operations in real-time, assessing incident risk, coordinating specialized and expert resources, and managing the response. They provide members on the ground with guidance, direction, and support. It is also used to coordinate the deployment of all RCMP resources – federal, provincial, and municipal, both within Alberta and, if required, nationally. The RTOC facility uses cutting-edge technology to provide real time support during emergency situations to RCMP officers across Alberta and is another measure used to enhance public and police officer safety.

I always remain available to discuss your community-identified priorities and any other ideas you may have that will enhance our service delivery to address the priorities that are important to you. As the Chief of Police for your community, I invite you to contact me should you have any questions or concerns.

Best regards,

Cleveland,Trent
Adam,0001713
67

Digitally signed by
Cleveland,Trent
Adam,000171367
Date: 2025.02.12
13:51:25 -07'00'

Sergeant Trent A. Cleveland
Detachment Commander
Bashaw RCMP Detachment





Bashaw Provincial Detachment Crime Statistics (Actual) October - December: 2020 - 2024

All categories contain "Attempted" and/or "Completed"

January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Offences Related to Death		0	1	0	0	0	N/A	N/A	-0.1
Robbery		0	1	0	0	0	N/A	N/A	-0.1
Sexual Assaults		1	3	1	0	0	-100%	N/A	-0.5
Other Sexual Offences		2	0	0	0	1	-50%	N/A	-0.2
Assault		2	17	6	8	7	250%	-13%	0.1
Kidnapping/Hostage/Abduction		0	0	0	0	0	N/A	N/A	0.0
Extortion		0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		7	0	3	5	3	-57%	-40%	-0.3
Uttering Threats		2	5	4	4	5	150%	25%	0.5
TOTAL PERSONS		14	27	14	18	16	14%	-11%	-0.5
Break & Enter		5	19	3	11	9	80%	-18%	0.0
Theft of Motor Vehicle		8	6	5	4	7	-13%	75%	-0.4
Theft Over \$5,000		3	4	0	5	1	-67%	-80%	-0.3
Theft Under \$5,000		7	23	14	19	12	71%	-37%	0.6
Possn Stn Goods		3	8	5	9	1	-67%	-89%	-0.3
Fraud		6	10	8	3	13	117%	333%	0.7
Arson		0	0	0	2	1	N/A	-50%	0.4
Mischief - Damage To Property		9	20	14	19	7	-22%	-63%	-0.5
Mischief - Other		3	5	7	3	3	0%	0%	-0.2
TOTAL PROPERTY		44	95	56	75	54	23%	-28%	0.0
Offensive Weapons		2	1	0	1	2	0%	100%	0.0
Disturbing the peace		1	1	1	0	4	300%	N/A	0.5
Fail to Comply & Breaches		2	0	9	6	3	50%	-50%	0.8
OTHER CRIMINAL CODE		2	3	3	5	4	100%	-20%	0.6
TOTAL OTHER CRIMINAL CODE		7	5	13	12	13	86%	8%	1.9
TOTAL CRIMINAL CODE		65	127	83	105	83	28%	-21%	1.4



Bashaw Provincial Detachment Crime Statistics (Actual) October - December: 2020 - 2024

All categories contain "Attempted" and/or "Completed"

January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		0	0	1	0	0	N/A	N/A	0.0
Drug Enforcement - Trafficking		0	0	1	0	0	N/A	N/A	0.0
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		0	0	2	0	0	N/A	N/A	0.0
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		2	0	0	4	3	50%	-25%	0.6
TOTAL FEDERAL		2	0	2	4	3	50%	-25%	0.6
Liquor Act		1	3	3	1	0	-100%	-100%	-0.4
Cannabis Act		0	0	0	1	0	N/A	-100%	0.1
Mental Health Act		14	16	13	13	12	-14%	-8%	-0.7
Other Provincial Stats		30	22	16	21	13	-57%	-38%	-3.5
Total Provincial Stats		45	41	32	36	25	-44%	-31%	-4.5
Municipal By-laws Traffic		1	0	1	0	0	-100%	N/A	-0.2
Municipal By-laws		2	0	3	7	8	300%	14%	1.9
Total Municipal		3	0	4	7	8	167%	14%	1.7
Fatals		0	1	1	0	0	N/A	N/A	-0.1
Injury MVC		2	10	0	2	4	100%	100%	-0.4
Property Damage MVC (Reportable)		50	78	75	80	49	-2%	-39%	0.0
Property Damage MVC (Non Reportable)		3	7	11	4	10	233%	150%	1.1
TOTAL MVC		55	96	87	86	63	15%	-27%	0.6
Roadside Suspension - Alcohol (Prov)		2	3	4	1	4	100%	300%	0.2
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		213	143	163	115	177	-17%	54%	-10.0
Other Traffic		0	0	2	0	0	N/A	N/A	0.0
Criminal Code Traffic		6	3	3	4	7	17%	75%	0.3
Common Police Activities									
False Alarms		8	10	4	3	11	38%	267%	-0.1
False/Abandoned 911 Call and 911 Act		3	3	0	1	1	-67%	0%	-0.6
Suspicious Person/Vehicle/Property		26	33	25	24	20	-23%	-17%	-2.1
Persons Reported Missing		1	2	1	2	3	200%	50%	0.4
Search Warrants		0	0	0	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)		5	14	16	8	6	20%	-25%	-0.4
Form 10 (MHA) (Reported)		0	2	3	1	3	N/A	200%	0.5



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January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Offences Related to Death		0	1	0	0	0	N/A	N/A	-0.1
Robbery		0	1	0	0	1	N/A	N/A	0.1
Sexual Assaults		6	5	5	4	3	-50%	-25%	-0.7
Other Sexual Offences		6	3	2	4	2	-67%	-50%	-0.7
Assault		22	48	28	30	29	32%	-3%	-0.4
Kidnapping/Hostage/Abduction		0	0	0	0	1	N/A	N/A	0.2
Extortion		0	1	0	1	1	N/A	0%	0.2
Criminal Harassment		17	12	15	11	19	12%	73%	0.3
Uttering Threats		10	24	16	16	19	90%	19%	1.0
TOTAL PERSONS		61	95	66	66	75	23%	14%	-0.1
Break & Enter		57	67	40	43	43	-25%	0%	-5.2
Theft of Motor Vehicle		37	61	25	22	24	-35%	9%	-6.5
Theft Over \$5,000		12	12	11	18	11	-8%	-39%	0.4
Theft Under \$5,000		70	97	68	53	56	-20%	6%	-7.2
Possn Stn Goods		32	52	15	13	16	-50%	23%	-7.1
Fraud		22	24	36	29	36	64%	24%	3.3
Arson		5	2	1	4	3	-40%	-25%	-0.2
Mischief - Damage To Property		30	85	45	61	37	23%	-39%	-1.0
Mischief - Other		16	14	21	10	22	38%	120%	0.8
TOTAL PROPERTY		281	414	262	253	248	-12%	-2%	-22.7
Offensive Weapons		7	8	11	5	4	-43%	-20%	-0.9
Disturbing the peace		8	7	4	7	16	100%	129%	1.6
Fail to Comply & Breaches		10	7	26	14	13	30%	-7%	1.3
OTHER CRIMINAL CODE		17	25	12	17	16	-6%	-6%	-1.0
TOTAL OTHER CRIMINAL CODE		42	47	53	43	49	17%	14%	1.0
TOTAL CRIMINAL CODE		384	556	381	362	372	-3%	3%	-21.8



Bashaw Provincial Detachment Crime Statistics (Actual) January to December: 2020 - 2024

All categories contain "Attempted" and/or "Completed"

January 6, 2025

CATEGORY	Trend	2020	2021	2022	2023	2024	% Change 2020 - 2024	% Change 2023 - 2024	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		10	1	7	0	0	-100%	N/A	-2.1
Drug Enforcement - Trafficking		3	2	1	0	1	-67%	N/A	-0.6
Drug Enforcement - Other		1	0	0	0	0	-100%	N/A	-0.2
Total Drugs		14	3	8	0	1	-93%	N/A	-2.9
Cannabis Enforcement		1	0	1	0	0	-100%	N/A	-0.2
Federal - General		6	4	4	8	10	67%	25%	1.2
TOTAL FEDERAL		21	7	13	8	11	-48%	38%	-1.9
Liquor Act		3	6	5	4	2	-33%	-50%	-0.4
Cannabis Act		1	0	0	3	2	100%	-33%	0.5
Mental Health Act		73	79	52	59	64	-12%	8%	-3.8
Other Provincial Stats		156	141	75	83	73	-53%	-12%	-22.4
Total Provincial Stats		233	226	132	149	141	-39%	-5%	-26.1
Municipal By-laws Traffic		3	1	1	1	0	-100%	-100%	-0.6
Municipal By-laws		12	20	15	24	35	192%	46%	5.0
Total Municipal		15	21	16	25	35	133%	40%	4.4
Fatals		1	4	4	2	1	0%	-50%	-0.2
Injury MVC		12	19	8	15	10	-17%	-33%	-0.8
Property Damage MVC (Reportable)		131	193	218	221	150	15%	-32%	6.6
Property Damage MVC (Non Reportable)		18	15	27	18	26	44%	44%	1.9
TOTAL MVC		162	231	257	256	187	15%	-27%	7.5
Roadside Suspension - Alcohol (Prov)		2	13	17	11	17	750%	55%	2.8
Roadside Suspension - Drugs (Prov)		0	0	0	1	0	N/A	-100%	0.1
Total Provincial Traffic		942	779	660	827	611	-35%	-26%	-61.4
Other Traffic		4	3	2	2	2	-50%	0%	-0.5
Criminal Code Traffic		21	18	10	16	29	38%	81%	1.4
Common Police Activities									
False Alarms		20	20	13	17	20	0%	18%	-0.3
False/Abandoned 911 Call and 911 Act		32	13	5	2	2	-94%	0%	-7.1
Suspicious Person/Vehicle/Property		174	193	146	99	118	-32%	19%	-20.6
Persons Reported Missing		8	4	8	6	9	13%	50%	0.4
Search Warrants		1	0	0	0	0	-100%	N/A	-0.2
Spousal Abuse - Survey Code (Reported)		30	39	55	36	36	20%	0%	0.9
Form 10 (MHA) (Reported)		2	3	6	7	13	550%	86%	2.6



Alberta RCMP - Provincial Policing Report

Detachment Information

Detachment Name

Bashaw

Detachment Commander

Sergeant Trent A. CLEVELAND

Report Date

February 12, 2025

Fiscal Year

2024-25

Quarter

Q3 (October - December)

Community Priorities

Priority #1: Property Crime - Theft**Updates and Comments:**

Third quarter the Bashaw Detachment target is on pace for the annual target to reduce property crime.

Priority #2: Police / Community Relations - Crime prevention**Updates and Comments:**

Bashaw RCMP has exceeded its target for community involvement and will continue to make maximum effort to see that continue through the fourth quarter. This quarter Bashaw RCMP held its second annual pumpkin carving contest and its second annual Christmas card contest.

Priority #3: Traffic - Safety (motor vehicles, roads)**Updates and Comments:**

Bashaw RCMP continues to focus on road safety with several traffic operations throughout the quarter and throughout the holiday season. Bashaw RCMP has already surpassed the target expectation of 360 traffic interactions to educate, enforce and enhance road safety.





Community Consultations

Consultation #1

Date	Meeting Type
October 11, 2024	Community Connection
Topics Discussed	
Education Session, Youth and Information Sharing	
Notes/Comments:	
RCMP Members attended a Restorative Justice Education session at the Alix School.	

Consultation #2

Date	Meeting Type
October 15, 2024	Meeting with Stakeholders
Topics Discussed	
Annual Planning, Information Sharing, and Mental Health	
Notes/Comments:	
RCMP Wellness Team discussed health projects with Bashaw Health Centre.	

Consultation #3

Date	Meeting Type
October 22, 2024	Meeting with Stakeholders
Topics Discussed	
Education Session, Youth and Information Sharing	
Notes/Comments:	
RCMP Wellness Team had follow up with the Bashaw Health Centre regarding the establishment of health care services and the creation of additional social programs.	





Consultation #4

Date	Meeting Type
October 31, 2024	Community Connection
Topics Discussed	
Youth and Information Sharing	
Notes/Comments:	
RCMP Detachment held its second annual pumpkin carving contest.	

Consultation #5

Date	Meeting Type
October 8 and 11, 2024	Community Connection
Topics Discussed	
Crime Reduction Initiatives	
Notes/Comments:	
RCMP Members participated in the Remembrance Day Celebration at the Bashaw School.	

Consultation #6

Date	Meeting Type
November 16, 2024	Meeting with Stakeholders
Topics Discussed	
Education Session, Mental Health and Information Sharing	
Notes/Comments:	
RCMP Members attended the Donalda Brunch of Services (Circle of Services).	



Consultation #7

Date

November 19, 2024

Meeting Type

Meeting with Stakeholders

Topics Discussed

Education Session, Drugs, and Information Sharing

Notes/Comments:

RCMP Members attended the public hearing on the Gadsby Lake Rehab Centre and the proposed Land Use Bylaw change.

Consultation #8

Date

December 2, 2024

Meeting Type

Community Connection

Topics Discussed

Education Session and Youth

Notes/Comments:

RCMP Detachment had its second annual Christmas Card Contest.





Provincial Service Composition

Staffing Category	Established Positions	Working	Soft Vacancies	Hard Vacancies
Regular Members	6	4	0	2
Detachment Support	2	2	0	0

Notes:

1. Data extracted on December 31, 2024 and is subject to change.
2. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
3. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

Comments:

Police Officers: For **Q3**, of the six established positions, four officers are currently working with none on special leave. There are two hard vacancies at this time.

Police Officers: **Currently**, of the six established positions, five officers are currently working with one on special leave / administrative. There will be one hard vacancy starting in March 2025. The detachment is operating with a Sergeant, Corporal, and three Constables.

Detachment Support: For **Q3**, of the two established positions, two resources are currently working with none on special leave. There is one resource that is Surplus to Establishment. There is no hard vacancy at this time.

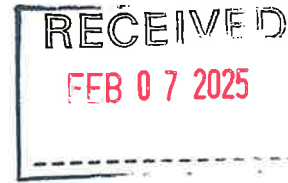




PAMZ | Parkland Airshed
Management Zone

January 31, 2025

Village of Bashaw
Box 510
Bashaw, AB
T0B 0H0



Attn: Mayor McDonald & Village Council
Re: Parkland Airshed Management Zone 2025 Membership

The Parkland Airshed Management Zone (PAMZ) is a multi-stakeholder non-profit organization consisting of industry, provincial & local governments, environmental non-government organizations and the public. It was formed in 1997 to monitor and address air quality issues within the west central region of Alberta.

In 2024, PAMZ's achievements included:

- completion of twenty-seven years of operations and twenty-five years operating the PAMZ Regional Air Quality Monitoring Program;
- ongoing community health-based air quality monitoring in Bentley, Rocky Mountain House, The City of Red Deer, and Clearwater County;
- initiation of a six-month Air Quality Monitoring Program for the Alberta Energy Regulator to characterize Air Quality in the Eagle Valley-Eagle Hill area of Mountain View County;
- initiation of a three-month wintertime evaluation of a low-cost Micro-Sensor system for reporting the Air Quality Health Index;
- the establishment of an Indigenous Engagement Committee to establish a long term, stable relationship with First Nation communities and Métis that facilitates open communication in a culturally appropriate manner.

At this time we are extending an invitation to the Village of Bashaw to join other local municipalities such as the City of Red Deer, Clearwater, Lacombe, Mountain View & Red Deer Counties, the Town of Bentley and the Village of Acme and join PAMZ. These municipalities have recognized the benefits of participating in a multi-stakeholder consensus-based process aimed at ensuring air quality in our region is maintained or improved as we move into the future.

We have taken the liberty of enclosing an invoice for the Village of Bashaw's membership fee for 2025, should it decide to become a member of PAMZ. The fee calculation is attached. If you have any questions about PAMZ membership, please contact the undersigned.

Regards,

Kevin Warren
Executive Director, PAMZ



www.pamz.org

INVOICE

Invoice #: 2025-036
Invoice Date: January 31, 2025

Village of Bashaw
Box 510
Bashaw, AB
T0B 0H0

Attn: Accounts Payable

<u>Amount</u>	<u>Description</u>	<u>Price</u>
1	2025 PAMZ AQM Program Fee Assessment Village of Bashaw	\$ 284.86
	Sub -Total	\$ 284.86
GST Number: 872803697	GST (5%)	\$ 14.24
	TOTAL	\$ 299.11

Please Remit Payment to:

Parkland Airshed Management Zone
Box 1020
Sundre, AB
T0M 1X0

Ph: 403.862.7046
Email: pamz@pamz.org

Invoice 2025-036

Village of Bashaw

2025 PAMZ Fee Allocation

PAMZ 2025 Budget \$700,405

PAMZ Non-Industrial Emissions X 14%
= \$98,057

Area Municipal

In PAMZ Population 2025 Fee

100% X 848 = \$ 284.86

291,902

Zone Population



2023 ANNUAL REPORT TO THE COMMUNITY

Parkland Airshed
Management Zone

2023 marked the twenty-sixth year of the Parkland Airshed Management Zone (PAMZ) and the twenty-fourth year of operation for its Air Quality Monitoring (AQM) Program.

In April, the PAMZ Board of Directors approved a realignment of PAMZ's boundaries. These boundaries are now consistent with those of the counties and first nations contained within PAMZ. Our historical portion of Jasper National Park was ceded to the West Central Airshed Society, our neighbouring airshed to the north.

At its Annual General Meeting in June, PAMZ announced the recipients of the fourth edition of its biannual Blue Skies Awards in a YouTube Video Debut. The Blue Skies Awards recognize organizations and individuals within the PAMZ area who are taking exemplary measures to maintain or improve the air quality in our region.

For the second quarter of 2023 the Dr. Martha Kostuch Portable Station was stationed at a site located in a residential subdivision in Lacombe. Air quality monitoring at this site has been conducted previously in 2005, 2012 and 2018. For the third quarter, the station moved to a site in Nordegg where PAMZ had previously conducted monitoring in 2007 and 2017. The data collected at these two sites is used to characterize and trend their municipalities' air quality and is also compared to other Alberta population centres where PAMZ, other airsheds, and Alberta Environment and Protected Areas (AEPA) have conducted air quality monitoring. This data can be viewed at the Alberta Airsheds Council website at albertairshedsCouncil.ca/air-quality-reports.

Monitoring with PAMZ's three permanent continuous AQM Stations continued throughout the year with an excellent overall operating efficiency (> 99%). Our two urban stations in Red Deer are operated as a partnership between PAMZ, the City of Red Deer who provides the sites and their power, and AEPA who owns the Riverside station. Our rural Caroline station monitors air quality in an area of intensive oil and gas production. In 2023, new Sulphur Dioxide (SO₂) analyzers were purchased for the Dr. Martha Kostuch Portable Station.



Nordegg Air Quality Monitoring Site

In October, three PAMZ Board members, in addition to members of Alberta's nine other airsheds, took two Indigenous training courses offered by the Government of Alberta's Ministry of Indigenous Relations. In November the PAMZ Board approved the formation of an Indigenous Engagement Committee. This committee will seek to establish long-term, mutually beneficial relationships with indigenous peoples that reside within or alongside PAMZ's boundaries.

Throughout the year PAMZ meetings were conducted in the new hybrid format i.e. participation in-person and virtual, that has evolved from the pandemic era. In 2023, PAMZ continued its participation on AEPA's Red Deer Air Quality Advisory Group focussed on the emissions management of several Canadian Ambient Air Quality Standards compounds in the region. PAMZ was also active on two Clean Air Strategic Alliance project teams as well as the Alberta Airsheds Council (AAC). The AAC is a formal alliance of Alberta's ten airsheds dedicated to serving its members by leveraging resources, building capacity, and facilitating strategic collaboration with external stakeholders.

Thank-you to our members, contractors, partners, and all those who have worked hard to ensure PAMZ has remained true in pursuing our mission and ultimate vision of clean air.

PAMZ

VISION & MISSION

VISION: *Our air is clean, clear, fresh & free from emissions that affect humans, animals or the environment.*

MISSION: *We lead in monitoring air quality & applying innovative strategies to manage the air we breathe.*

DR. MARTHA KOSTUCH SCHOLARSHIP

The 2023 recipient of PAMZ's Dr. Martha Kostuch Scholarship for Environmental Excellence was Lauren Olson, a 2023 graduate from St. Joseph's High School in Red Deer. This scholarship is awarded annually to a high school graduate living in the PAMZ region who wishes to further their education in a discipline that will benefit the environment.

She is currently attending Lethbridge College pursuing a diploma in Renewable Resource Management, with a focus on Fish and Wildlife Biology.

Lauren has been a strong member of Red Deer's volunteer community within a multiple youth mentorship program while pursuing her passion for environmental conservation. With her educational goals and career aspirations as a wildlife biologist, Lauren hopes to be able to support Alberta's efforts in taking more preventative measures against wildfires which she believes are one of the largest threats to Alberta's air quality.



Dr. Marth Kostuch Scholarship Winner
Lauen Olson

BLUE SKIES AWARDS

PAMZ's Blue Skies Awards recognize organizations or individuals within the PAMZ area who are taking exemplary measures to improve the air quality in our region. The awards recognize achievements in:

- Innovation and application of technology to reduce energy use and air pollution;
- Environmental protection activities that reduce air pollution, conserve energy, or protect environmental health;
- Public education and outreach activities that reduce air pollution to protect and promote a healthy environment.

In 2023, PAMZ recognized the following deserving recipients:

- PACE Canada who are building a 47 MW solar farm in Joffre, Alberta that integrates sustainable agricultural operations into the site;
- Red Deer's Richmond Family who participated in Canadian Geographic's inaugural Live Net Zero (LNZ) Challenge and have continued to implement their learnings into ongoing changes to their lifestyle;
- Sunnybrook United Church for their ongoing record of environmental stewardship including the recent installation of a net zero solar power system on the roof of their church;
- Red Deer Polytechnic for its Green Campus Master Plan developed in 2021 as a formal framework to move the institute forward as a leader in environmental sustainability.



Blue Skies Award Recipient
Red Deer Polytechnic



Blue Skies Award Recipient
Richmond Family

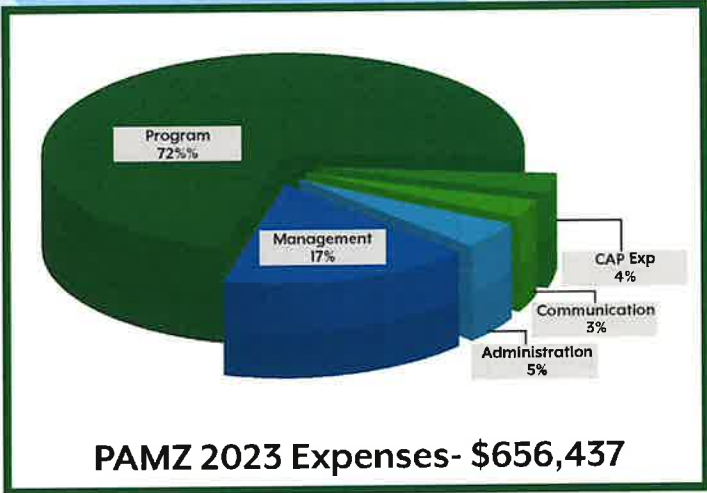
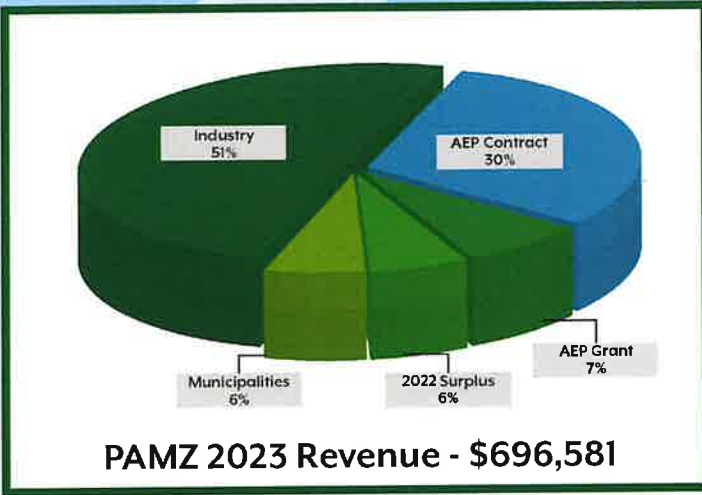


Blue Skies Award Recipient
Sunnybrook United Church



Blue Skies Award Recipient
PACE Canada

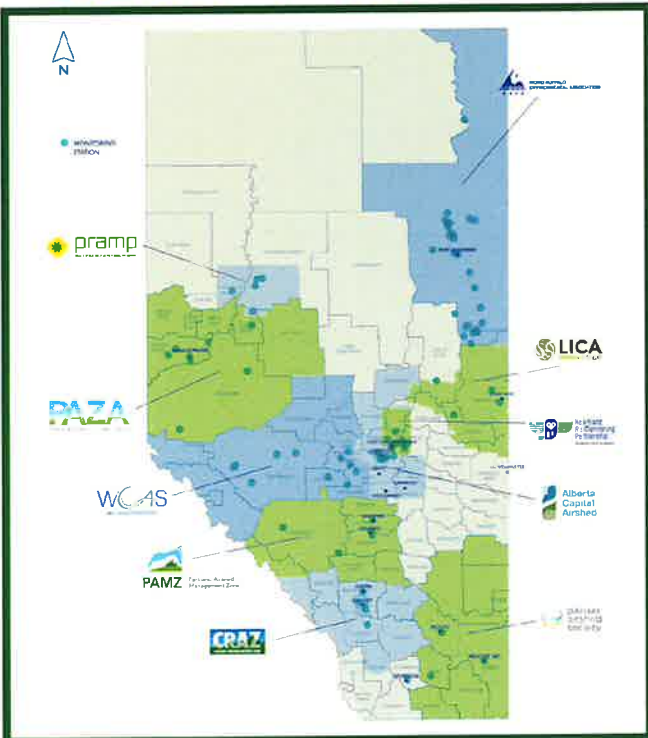




PAMZ MAP



ALBERTA AIRSHEDS



Alberta Capital Airshed
<https://capitalairshed.ca>



Calgary Region Airshed Zone
<https://craz.ca>



Heartland Air Monitoring Partnership
www.heartlandairmonitoring.org



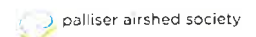
Lakeland Industry & Community Association
<http://lica.ca>



Parkland Airshed Management Zone
<https://pamz.org>



Palliser Airshed Society
<http://www.palliserairshed.com>



Peace Airshed Zone Association
<https://www.paza.ca>



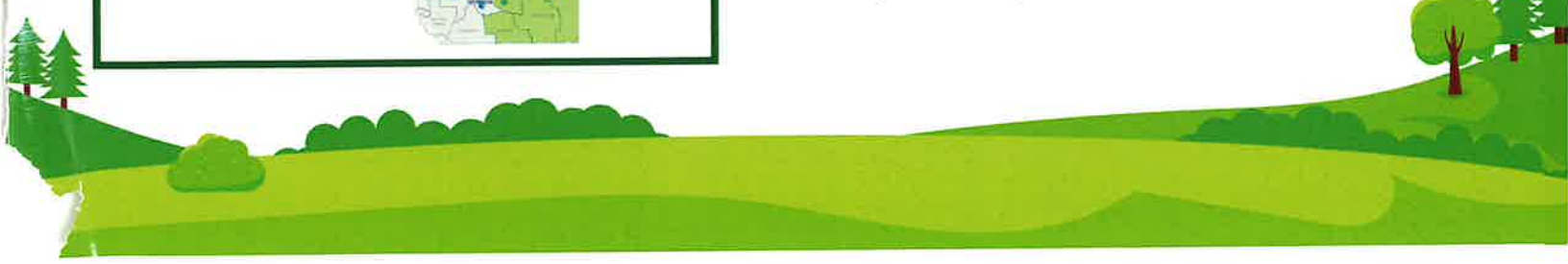
Peace River Area Monitoring Program
<https://prampairshed.ca>



West Central Airshed Society
<https://wcas.ca>



Wood Buffalo Environmental Association
<https://wbea.org>



2023

BOARD OF DIRECTORS

GOVERNMENT

MEMBER:

John Tchir

Environment & Protected Areas

Neil Berry

Alberta Energy Regulator

Vacant

Alberta Health Services

Jennifer Lutz

Mountain View County

Dwayne West

Lacombe County

Sheila Cunningham

NRCB

Victor Doerksen

City of Red Deer

PUBLIC/NGO

MEMBER:

Brian Goliss

Caroline

Bob Bryant

Rocky Mountain House

Jim Saltvold

Red Deer

Jean Roberts

South McDougal Flats Area

Protection Society

INDUSTRY

MEMBER:

Jory Wright

BTG Energy Corp

Aaron Rognvaldson

Cenovus Energy

Jesse Stetson

Tidewater Midstream and

Infrastructure Ltd.

Andrea Brack

NOVA Chemicals Corporation

Renny Ceccato

West Fraser LVL

ALTERNATE:

Bailey Doepker

Environment & Protected Areas

Vacant

Alberta Energy Regulator

Vacant

Alberta Health Services

Greg Rathjen

Town of Bentley

Vacant

Clearwater County

Vacant

NRCB

Vacant

City of Red Deer

ALTERNATE:

Vacant

Vacant

Rod Boshnick

Red Deer

Robin Tudor

South McDougal Flats Area

Protection Society

ALTERNATE:

Vacant

Surbhi Bhargava

Keyera Corp.

Stuart Trentham

Tidewater Midstream and

Infrastructure Ltd.

Aidan Bodsworth

MEGlobal Canada ULC

Bob Jackle

West Fraser LVL

EXECUTIVE

Chairperson

Aaron Rognvaldson

Vice-Chair

Brian Goliss

Treasurer

Bob Bryant

Secretary

John Tchir

Executive Director

Kevin Warren

PAMZ MEMBERS

Alberta Energy Regulator

Alberta Environment & Protected Areas

Alberta Health Services

Baytex Energy Ltd.

Bob Bryant

Bonavista Energy Corporation

Brian Goliss

BT Energy Corporation

Canadian Natural Resources Limited

Canlin Resources Partnership

Cenovus Energy

City of Red Deer

Clearwater County

Harmattan Gas Processing LP

Jim Saltvold

Johns Mannville Canada

Journey Energy Inc.

Keyera Energy Ltd.

Lacombe County

Loyal Energy (Canada) Operating Ltd.

MEGlobal Canada ULC

Mountain View County

Natural Resources Conservation Board

New North Resources Ltd.

NOVA Chemicals

Nutrien

Orlen Upstream Canada Ltd.

Pieridae Alberta Production Limited

Red Deer County

Rod Boshnick

South McDougal Flats Area Protection

Society

Sundre Forest Products

Surge Energy Inc.

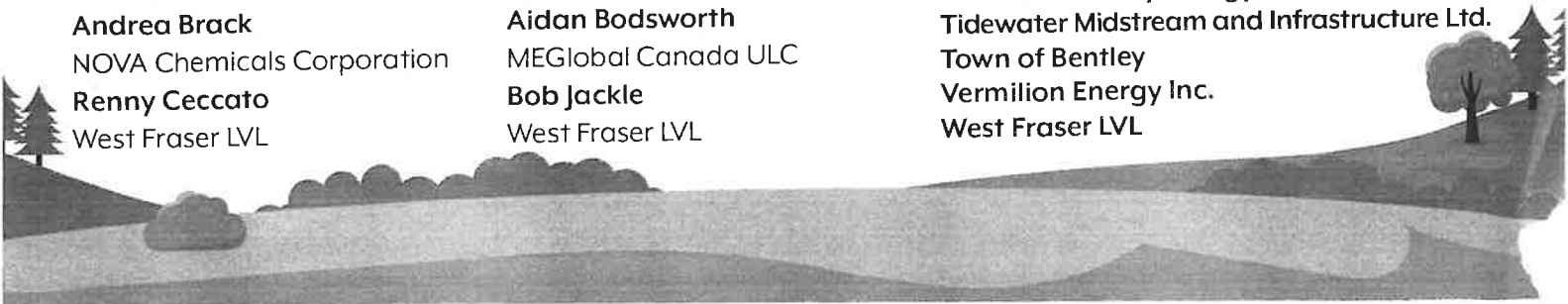
Tamarack Valley Energy Ltd.

Tidewater Midstream and Infrastructure Ltd.

Town of Bentley

Vermilion Energy Inc.

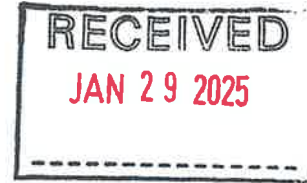
West Fraser LVL



BY EMAIL AND MAIL

January 16, 2025

Robert McDonald, Mayor
Town of Bashaw
PO Box 510
Bashaw, AB T0B 0H0



Dear Robert McDonald:

RE: Industrial Inquiry Commission Reviewing Canada Post

As you may know, the Canada Industrial Relations Board, as instructed by the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission led by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

The Commission has been tasked with reviewing the obstacles to negotiated collective agreements, as well as making recommendations about the future structure of Canada Post. The Commission has until May 15, 2025, to submit its final report to the government.

While time is extremely short, the good news is that there is an opportunity for you to make a submission as part of the Commission's public review. CUPW would like to ensure that the views of municipalities are considered. Therefore, if at all possible, we would like you to provide input to the Commission.

During the last public review on the mandate of Canada Post in 2016, the active engagement of municipalities was critical in the decision to maintain door-to-door delivery and immediately stop the further rollout of community mailboxes. However, there is nothing to stop the Commission from making recommendations to bring that back or to suggest other cutbacks.

We have enclosed a sample resolution that your municipality can adopt about making a submission to the Commission, expanding services at the public post office, and the need for more robust public stakeholder consultation. We have also included a document with some suggested themes to consider for your written submission. If you can, please let us know if you plan to participate, pass a resolution, and can send us copies of the materials you submit.

Upcoming Federal Election

We also find ourselves in a period of federal political uncertainty, with the possibility of a federal election only months away. This will raise public discussion and debates on many issues affecting the public and all municipalities.

In all likelihood, it will be the next federal government that will determine what will be done with the Commission's report.



In the run-up to the federal election, we urge you to question the political parties on their intentions for Canada Post, and insist they make clear their public commitments regarding the following issues:

- Preserving our universal and public postal service;
- Maintaining the moratorium on post office closures;
- Maintaining door-to-door mail delivery; and,
- Establishing postal banking to offset the loss of financial services in many communities.

Thank you very much for considering our request. There's a lot at stake and we appreciate anything you can do to help. CUPW is confident that we can build on our past success and convince the Commission to recommend against service cuts, to maintain good jobs in our communities, expand services that generate additional revenues to keep Canada Post self-sustaining and allow us to build a universal, affordable and green public postal system for future generations.

For more information, please visit deliveringcommunitypower.ca or contact Brigitte Klassen at bklassen@cupw-sttp.org.

Sincerely,



Jan Simpson
National President

Encl.

c.c. National Executive Committee, Regional Executive Committees, Regional and National Union Representatives, CUPW Locals, Specialists





Canada Post is Under Review through Section 108 of the *Canada Labour Code*

As you may know, the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post just before the holiday break, ordering CUPW members to return to work under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission lead by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

It will review Canada Post's financial situation, the possible diversification or alteration of delivery models, Canada Post's viability as it is currently configured, as well as bargaining issues, including full-time employment, health and safety and job security and produce a report not later than May 15, 2025. Accordingly, Kaplan's "recommendations may include amendments to the collective agreement, and any other changes to be implemented, including the structures, rights and responsibilities of the parties in the collective bargaining process."

The Commission is Seeking Input

We have an incredibly short timeline to follow. Hearings will begin January 27 with statements from both CUPW and Canada Post. The good news is that there is an opportunity for third parties to send in a written submission to the Commission as part of its public review. CUPW and Canada Post must have their bilingual submissions in to the commission by end of day Monday, January 20. We do not have a date or mechanism yet for third-party submissions, but it could be very soon. CUPW would like to ensure that the views of community groups, municipalities, allied organizations and labour are also considered. Therefore, if at all possible, we would like you to provide input to the Commission.

Please let us know if you will be making a submission. Please contact Brigitte Klassen at bklassen@cupw-sttp.org, so we can provide you with more details on how to send it to the Commission as soon as we have more information.

As time is of the essence and to help get you started on your submission, here are some suggested themes to consider that are important supplements to CUPW's bargaining demands.

- Keep Canada Post a Public Service
- Maintain universal service at a uniform price
- Expanded services to diversify and generate new revenue streams, no service cuts
 - add financial services
 - maintain the moratorium on post office closures to enable community hubs (meeting spaces, sales of local crafts, community gardens, government services for all levels of government)
 - maintain door-to-door delivery and increase where financially viable
- Major changes to Canada Post should not be made without full public consultation conducted through a mandate review involving all stakeholders

Keep Canada Post a Public Service

The Commission will examine the financial situation at Canada Post. Currently, the Crown Corporation is required only to be self-sufficient. It is completely user-funded and does not rely on taxpayer dollars. Canada Post still tends to prioritize major, high-profit customers over the public and providing a public service. Canada Post must not lose sight of its public interest objectives.

Major changes to Canada Post and the *Canadian Postal Service Charter* should not be made without full public consultation and hearings conducted through a mandate review involving all stakeholders. There is simply not enough time to do this under the Labour Minister's *Canada Labour Code* Section 108 order.

Maintain universal service at a uniform price

There have also been calls in the media and by various think tanks to privatize or deregulate Canada Post with little regard for the impact on public service or working conditions. Though transaction mail has been in decline, there are still over 2 billion letters delivered every year to an increasing number of addresses. Canada Post has an exclusive privilege (a monopoly) to handle letters so that it is able to generate enough money to provide affordable postal service to everyone, no matter where they live, be it a large urban centre or a rural or isolated community. There is no comparison in the world of a deregulated or privatized post office that serves anything near Canada's vast size and geography.

It will become increasingly difficult for our public post office to provide universal postal service if the exclusive privilege is eroded or eliminated. The exclusive privilege funds its universality. If parts of the service are deregulated or privatized, competitors will leave it to Canada Post alone to provide increasingly expensive delivery service to rural and remote communities, while they compete in profitable urban areas.

Providing Canada Post with an exclusive privilege to handle addressed letters is a form of regulation. Reducing or eliminating this privilege is deregulation. We have this regulation for a reason.

Expanded services to diversify and generate new revenue streams, no service cuts

For years, CUPW has been advocating for new and expanded services to help diversify and create new revenue streams as a direct means to handling decline in letter volumes. Many of these services, such as postal banking, already exist in many other post offices around the world and they generate significant revenue. Around the world, more than 1.2 billion people hold postal bank accounts.

Providing new services through the existing corporate retail network ensures that good jobs remain for workers and their families in the communities in which they live.

Financial Services

Given Canada Post's vast retail network, postal banking would offer in-community service for those who are underbanked or who have had their financial institutions close and leave town. Today, there are many rural communities with post offices, but no banks or credit unions. Very few Indigenous communities are served by local bank branches. Hundreds of thousands of low-income Canadians don't have bank

accounts at all, and almost 2 million Canadians rely on predatory payday lenders for basic financial services.

Postal banking is relatively straightforward. Like commercial banks, post offices would provide everyday financial services like chequing and savings accounts, loans and insurance. Postal banking could also be used to deliver government loans, grants and subsidies to boost renewable energy projects and energy-saving retrofits.

In many countries, postal banking is also mandated to provide financial access for all citizens and to play a role in addressing social inequalities. Postal banking could provide reliable financial services that everyone needs at affordable rates.

Community Hubs and Moratorium on Post Office Closures

We have also advocated community hubs (provide government services for all levels of government, meeting space, sales of local crafts, community gardens) and EV charging stations.

One of Canada Post's demands during Negotiations was to have the *flexibility* to close more than 130 of the 493 corporate Retail Post Offices that are protected under the current CUPW-Canada Post Urban Postal Operations collective agreement. These are post offices that are run by Canada Post and are not franchises located inside another host business.

While about three-quarters of these are also covered by an additional 1994 moratorium on closures, for those that are not, they could end up being privatized or disappear altogether if we lose this contract language. Residents may then have to travel further for their postal needs. No franchise host business is going to give up retail space for community hubs, nor parking space for charging stations that generate revenue for Canada Post. Longstanding, good-paying, full-time jobs in our communities could be replaced with low-wage, part-time work.

You can find a list of the post offices under the moratorium and how they are protected here: <https://www.tpsgc-pwgsc.gc.ca/examendepostescanada-canadapostreview/rapport-report/bureaux-outlets-eng.html>

Senior Check-Ins

We have proposed creating a senior check-in service as well. Senior check-ins could bring peace of mind to loved ones and relatives who don't live nearby. Japan, France and Jersey in the British Isles currently offer effective and successful senior check-in services through their national postal services. Door-to-door postal workers are already watchful for signs that something isn't quite right. They could be allotted extra time on their routes to simply check in on seniors or people with mobility issues who sign up for the service to make sure everything is okay and deliver peace of mind.

Find out more about our service expansion proposals at <https://www.deliveringcommunitypower.ca>

Canada Post and the Industrial Inquiry Commission

Whereas the Canada Industrial Relations Board, as instructed by the Federal Minister of Labour, Steven MacKinnon, ordered the end to the postal strike and the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*.

Whereas the Federal Minister of Labour, Steven MacKinnon, created an *Industrial Inquiry Commission* under Section 108 of *Canada Labour Code*, led by William Kaplan, that will work with the Canadian Union of Postal Workers (CUPW) and Canada Post to examine the future of the public post office, including possible changes to the *Canadian Postal Service Charter*.

Whereas Canada Post is, first and foremost, a public service.

Whereas the *Commission* has been tasked with reviewing the obstacles to negotiated collective agreements between CUPW and Canada Post, the financial situation of Canada Post, Canada Post's expressed need to diversify and/or alter its delivery models in the face of current business demands, the viability of the business as it is currently configured, CUPW's negotiated commitments to job security, full-time employment, and the need to protect the health and safety of workers.

Whereas the *Commission* only has until May 15, 2025, to submit its final report to the government and make recommendations about the future structure of Canada Post.

Whereas while there is room for written input, the *Commission* process is not widely publicized, nor equivalent to a full and thorough public service review of Canada Post's mandate allowing for all stakeholder input, as has been undertaken by previous governments.

Whereas it will be crucial for the *Commission* to hear our views on key issues, including maintaining Canada Post as a public service, the importance of maintaining the moratorium on post office closures, improving the *Canadian Postal Service Charter*, home mail delivery, parcel delivery, keeping daily delivery, adding postal banking, greening Canada Post, EV charging stations, food delivery, improving delivery to rural, remote and Indigenous communities, and developing services to assist people with disabilities and help older Canadians to remain in their homes for as long as possible – and at the same time, helping to ensure Canada Post's financial self-sustainability.

Therefore, be it resolved that (name of municipality) provide input to the *Commission* in the form of a written submission.

Therefore, be it resolved that (name of municipality) will write the Federal Minister of Labour, Steven MacKinnon, and the Federal Minister of Public Services and Procurement of Canada, Jean-Yves Duclos, who is responsible for Canada Post, to demand that no changes be made to the *Canada Post Corporation Act*, Canada Post's mandate or the *Canadian Postal Service Charter* without a full, thorough, public review of Canada Post, including public hearings, with all key stakeholders, in every region of Canada.

PLEASE SEE THE MAILING INFORMATION FOR RESOLUTIONS ON REVERSE SIDE

**TOWN OF BASHAW
MONTHLY STATEMENT
January 31, 2025**

DESCRIPTION	GENERAL ACCOUNT	TERM DEPOSIT	TOTAL
BALANCE AT END OF PREV MONTH	\$ 1,048,836.11	\$ 546,561.04	\$ 1,595,397.15
RECEIPTS FOR THE MONTH	\$ 31,828.04		\$ 31,828.04
ALBERTA DIRECT DEPOSIT	\$ 45,471.87		\$ 45,471.87
VOID	\$ 88.00		\$ 88.00
CCUBC /ROYAL/BATB /DEBIT- PAYMENTS	\$ 110,034.48		\$ 110,034.48
SERVUS CREDIT UNION - INTEREST	\$ 3,223.01		\$ 3,223.01
TERM INTEREST #49	\$ 1,120.55		\$ 1,120.55
TERM INTEREST #51	\$ 429.29	\$ -	\$ 429.29
TERM DEPOSIT		\$ -	\$ -
TRANSFER FROM GENERAL TO TERM		\$ -	
TRANSFER FROM TERM TO GENERAL	\$ -		\$ -
 SUB-TOTAL	\$ 1,241,031.35	\$ 546,561.04	\$ 1,787,592.39
DISBURSEMENTS FOR THE MONTH	\$ 257,589.73		\$ 257,589.73
TRANSFER TO/FROM TERM	\$ -	\$ -	\$ -
BANK ERROR INTEREST			\$ -
			\$ -
DEBIT MACHINE & TRANSACTIONS	\$ 41.57		\$ 41.57
BANK CONFIRMATION FEE	\$ -		
SCHOOL PAYMENT	\$ -		
	\$ -		\$ -
TRANSFER TO RECREATION BRD	\$ -		
BALANCE AT END OF MONTH	\$ 983,400.05	\$ 546,561.04	\$ 1,529,961.09
BANK BALANCE AT MONTH END	\$ 1,115,097.74	\$ 546,561.04	\$ 1,661,658.78
OUTSTANDING DAILY DEPOSITS	\$ 369.31		\$ 369.31
OUTSTANDING ONLINE/INTERAC	\$ 14,988.10		\$ -
OUTSTANDING DIR DEPOSITS	\$ -		
 SUB-TOTAL	\$ 1,130,455.15	\$ 546,561.04	\$ 1,677,016.19
LESS OUTSTANDING CHEQUES	\$ 147,055.10		\$ 147,055.10
OUTSTANDING AUTO WITHDRAWALS			\$ -
BANK ERROR			
	\$ -		
	\$ -		
			\$ -
BALANCE AT END OF MONTH	\$ 983,400.05	\$ 546,561.04	\$ 1,529,961.09

THIS STATEMENT SUBMITTED TO COUNCIL

February 19, 2025

MAYOR

TOWN MANAGER

Audit Trail Code: CMADJ00000321
Chequebook ID: CREDIT UNION
Description: Credit Union General Account

Bank Statement Ending Balance: \$1,115,097.74
Bank Statement Ending Date: 2025-01-31
Cutoff Date: 2025-01-31

Statement Ending Balance	\$1,115,097.74
Outstanding Cheques (-)	\$147,055.10
Deposits in Transit (+)	\$15,357.41

Adjusted Bank Balance	\$983,400.05

Chequebook Balance as of Cutoff	\$983,400.05
Adjustments	\$0.00

Adjusted Book Balance	\$983,400.05

Difference	\$0.00
	=====

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025

BETWEEN:

TOWN OF BASHAW
BOX 510, 5011 – 52 AVENUE, BASHAW, AB, T0B 0H0
(The MUNICIPALITY)

AND

THE BOARD OF TRUSTEES OF BATTLE RIVER SCHOOL DIVISION
4302 38 Street Camrose, Alberta T4V 4B2

WHEREAS:

The *Municipal Government Act* and the *Education Act* require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of the school board to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the municipality and the school board; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve, school reserve or municipal and school reserve as lands within the municipality are subdivided to meet the open space and site needs of the municipality and the school board; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the Arbitration Act, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Board" means the Public Board.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Municipality of Bashaw, Alberta.
- i) "Education Act" means the Education Act, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means _____ (insert date).
- k) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- l) "Joint Use Space" means those portions of a Municipal Facility or School that is available for booking by the Parties or User Groups or for Community Use.
- m) "Municipality" means the municipal corporation of Bashaw, Alberta, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- n) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- o) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "C".
- p) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.

- q) "Operating Committee" means the committee which is comprised of the CAO and Secretary-Treasurer as established under this Agreement.
- r) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- s) "Public Board" means The Board of Trustees of Battle River School Division and any successor board or authority.
- t) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- u) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by the Board and includes those facilities identified in Schedule "D".
- v) "School Portion" means the portion of Reserve Land identified for transfer to the Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- w) "Secretary-Treasurer" means the secretary-treasurer of the Board.
- x) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines for Joint Use Space, identified in Schedule "E", and books the use of Joint Use Space during Joint Use Hours, identified in Schedules "C" and "D".

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – School Site Planning Guidelines

Schedule "B" – Dispute Resolution Process

Schedule "C" – Municipal Facilities Available for Joint Use and Joint Use Times

Schedule "D" – School Board Facilities Available for Joint Use and Joint Use Times

Schedule "E" – Operating Guidelines for Joint Use Space

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.

- b) The terms and conditions of this agreement shall be reviewed every ten (10) years with the first such review scheduled in 2034. The review shall be undertaken by the Operating Committee. Following the review, the Operating Committee shall advise the Parties in and how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, both Parties shall commence a review of this Agreement within thirty (30) calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by both Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each Party is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Board and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) In lieu of a single agreement involving participation by all of the municipalities in which the Board operates, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue-by-issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- b) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

- a) Council of the Municipality and the members of the Board shall meet upon request of either party to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of the Board on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least five (5) calendar days prior to the date of the meeting.
- d) Minutes shall be kept for all meetings of Council and the Board. Copies of the minutes of a meeting shall be provided to all Parties within fourteen (14) calendar days of the date of the meeting.

8) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the municipality and the Secretary-Treasurer (or their designate) of the Board.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The Parties agree that the Operating Committee shall meet on an as needed basis. The need to meet may be determined by any one of the Parties to this Agreement and the other Party agree to meet within thirty (30) calendar days of the other Party indicating in writing their desire to meet.
- d) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.

- e) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
- f) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
- g) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Board or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
- h) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

9) JOINT USE SPACE

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "C." The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Boards shall make available to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "D." The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "C" to either add or to remove from the list of Joint Use Space provided by the Municipality, all, or any portion of a Municipal Facility.
- d) The Secretary-Treasurer of the Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, all, or any portion of one or more of their Schools.
- e) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- f) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School, or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- g) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Division's Secretary-Treasurer and thereafter to the appropriate Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.

h) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

10) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Board shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose the construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.
- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "A". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to the Board nor shall School sites be identified as available to only one Board (if multiple Boards operate within the Municipality) in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves.

- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit to the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Board shall acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

11) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to the Board.
- b) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

12) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.

- b) The agreement shall address:
 - i) The broad purpose and parameters of the partnership that is being created;
 - ii) The nature of the site and/or facilities that are involved;
 - iii) The contributions to be made by each of the Parties;
 - iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
 - v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
 - vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

13) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to the Board.
- c) The School Portion shall be transferred to the Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to the Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

14) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) In the event that undeveloped Reserve Land is not needed by the Board, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the *Education Act* or other legislation.

- b) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- c) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- d) In the event that the Municipality elects not to assume ownership, or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
 - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
 - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

15) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "B" for non-operational disputes.

16) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

17) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

18) TIME OF THE ESSENCE

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

19) NON-WAIVER

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

20) NON-STATUTORY WAIVER

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

The Board in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

21) SEVERABILITY

If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

22) FORCE MAJEURE

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
- i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

23) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

24) INDEMNIFICATION

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

25) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

26) SUCCESSORS

The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the Board.

27) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Secretary-Treasurer using the mailing address for their respective offices as shown below:

The Battle River School Division
4302 38 Street
Camrose, Alberta T4V 4B2

Town of Bashaw
Box 510, 5011 – 52 Avenue
Bashaw, Alberta T0B 0H0
cao@townofbashaw.com

Email notification to the CAO or the Secretary-Treasurer may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

TOWN OF BASHAW

Per: _____
Mayor Name *(please print)*

Per: _____
Chief Administrative Officer Name *(please print)*

**THE BOARD OF TRUSTEES OF
BATTLE RIVER SCHOOL DIVISION**

Per: _____
Board Chair Name *(please print)*

Per: _____
Secretary-Treasurer Name *(please print)*

Schedule "A"
School Site Guidelines

The parameters contained in this Schedule shall be applied when planning future school sites in a Municipality's Municipal Development Plan, Area Structure Plan or Concept Plan.

Size of Site

The size of school sites to be included in the Municipality's plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by the Board.

For the Board the following guidelines apply:

School Type	Grade Configuration	Design Capacity (Number of Students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

Site shapes that consist of curves, triangular areas or narrow spaces shall be avoided.

Frontage along a Public Street

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

Accessible to Several Modes of Travel

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to surrounding community.

Each site shall accommodate bicycle access and on-site bicycle parking facilities.

Site Topography and Soil Conditions

Each school site shall have geo-technical and topographic conditions that are suitable for the construction of a large building. This includes suitable soil conditions for foundations, no known contaminants and generally level terrain.

Flexibility for Design

Each school site shall not be encumbered with utilities and utility rights of way that divide the site or otherwise reduce the options for the placement of buildings and improvements.

No storm water management ponds shall be incorporated into the school site or the playing fields adjacent to a school.

Access to Services

Each school site shall be located where access to a sewage collection and disposal system, water system, storm drainage services and three phase power is available or can be made available.

Schedule "B"
Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within fourteen (14) calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within fourteen (14) calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within ten (10) calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within fourteen (14) calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.

8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within thirty (30) calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within thirty (30) calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.
14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

Schedule "C"
Municipal Facilities Available for Joint Use
and Joint Use Times

Name of Municipal Facility	Legal Description of Parcel(s)	Description of Facility and Amenities	Available Times
Bashaw Arena & Curling Rink	928 EO	Ice skating surface & curling rink	Variable, access Calendar. www.townofbashaw.com
Bashaw Community Centre	928 EO	Community hall, main hall with stage, small meeting room, kitchen facilities	Bookings accessible thru the Community Hall board, 780-372-4487
Bashaw Ball Diamonds	Lot 1, Plan 892 1305	Three ball diamonds with dugouts	Calendar accessible www.townofbashaw.com
Bashaw Municipal Campground	Lot 1, Plan 892 1305	16 space campground with picnic tables, washrooms, and playground	First come, first served.
Heritage Park area	928 EO	Cooking shack, tables, picnic area	First come, first served.
Bashaw Trout Pond	MR Block 101, Plan 812 0619	Stocked pond with dock, picnic area	First come, first served.
Pickle/Tennis Courts	Lot 8, 9, 10, Block 23, Plan 6140 HW	Pickle/Tennis Courts	First come, first served.

Schedule "D"
School Board Facilities Available for Joint Use
and Joint Use Times

Name of School Board Facility	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities	Available Times
Bashaw School	5304 51 Street, Bashaw AB in Camrose County PT of SW 4-42-21-W4	Gym, playground and field	Monday through Friday between 16:30 and 21:00 and Saturdays between 08:00 and 17:00

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums. Regular classrooms, library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

School Buildings may not be available on Sundays, Statutory Holidays, School breaks (including the months of July and August), Division closures and annual maintenance shutdowns.

Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request.

From time to time it is understood the School Facilities will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule "E"
Operating Guidelines for Joint Use Space

1. User Group Eligibility

- a) To be eligible to use a Joint Use Space in a School, a User Group must follow the procedures outlined in the School Board's administrative procedure 545 *Facility Rentals/Use*. School/Division sponsored activities will take priority over community use in all cases. The following are other priorities:
 - i) Instructional activities;
 - ii) School related non-instructional activities;
 - iii) Recreational/educational programs administered by a municipal authority;
 - iv) Non-profit community groups; and
 - v) Commercial and/or private groups.
- b) To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and the Board must be party to this agreement.
- c) A User Group may be barred from using Joint Use Space if:
 - i) The group has failed to pay fees related to the group's prior use of any Joint Use Space;
 - ii) The group has failed to provide the required insurance;
 - iii) The group has failed to pay for damages which occurred as a result of the group's prior use of any Joint Use Space; and
 - iv) The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space.
- d) In the case of a School, any User Group that is barred from the use of Joint Use Space may appeal the decision first to the Secretary-Treasurer and thereafter to the Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

2. Insurance Coverage

- a) In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds. The minimum insurance requirement shall be Two Million (\$2,000,000) Dollars and proof shall be provided in the form of a Certificate of Insurance.

3. Booking Joint Use Space

- a) Booking the use of Joint Use Space within Schools by a User Group shall be made through the School.
- b) Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

4. Fees for Joint Use Space

- a) Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:
 - i) The use of specialized equipment
 - ii) Wear and tear on the facility and/or equipment
 - iii) Any additional janitorial or custodial services related to the use of the Joint Use Space
 - iv) The provision of supervisory staff or hosts related to the use of the Joint Use Space
- b) A fee schedule will be reviewed/updated annually by the Board for the use of space within schools.
- c) Municipally owned facilities that are managed by volunteer groups; may be subject to fee schedules as imposed by the facility management.

5. Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

6. Custodial Responsibility and Building/Facility Maintenance Responsibility

- a) The School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board. Where extra caretaker services are required, the User Group shall be responsible to make payment for caretaker services through the school office.
- b) The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality. Where extra caretaker services are required, the User Group shall be responsible for making payment for caretaker services to the applicable managing organization.

7. Damages to Joint Use Space

- a) For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the Board that owns the facility that was damaged.
- b) For Joint Use Space in a Municipal Facility, the Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their Schools.

8. Playing Fields and Playgrounds

- a) For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield off line for a twelve (12) month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two (2) years.

- b) Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season. The Board will not be responsible for field markings that are not required for the School to perform its function. Additional field markings will not be provided by the School.
- c) Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.
- d) Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.
- e) Upgrades to playing fields located on Municipal lands that are desired or required by the Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the upgrade. If a playing field has been upgraded by the Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.
- f) Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.
- g) Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.



BY-LAW NO. # 831 - 2025

BY-LAW NO. 831 - 2025 A By-law of the Town of Bashaw in the Province of Alberta, introduced for the purpose of amending Master Rates and Schedules By-law No. #760 - 2014 to amend the Utility Service Consumer Fee, Section 3, Appendix A.

WHEREAS Bashaw Town Council chose to change the Variable component charge. Fixed Component rates will remain the same.

NOW THEREFORE Pursuant to the Municipal Government Act, Section 42, the Council of the Town of Bashaw duly assembled, hereby enacts as follows:

That By-law No. #760 – 2014 be amended as follows:

- 1. Metered Rates (monthly billing cycle)
 - a. In-Town Customer (Code 400) \$ 3.85
Variable Component/Consumption per m3
 - b. In-Town Customer (Code 401) \$ 37.75
Fixed Component/Flat Fee Monthly

RECEIVED FIRST READING THIS
5th DAY OF February, A.D. 2025
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
*CAO

RECEIVED SECOND READING THIS
__ DAY OF _____, AD 2025
PROVINCE OF ALBERTA
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
*CAO

UNANIMOUS CONSENT TO PROCEED
TO THIRD READING THIS __ DAY
OF _____, A.D. 2025, IN THE

* _____
*MAYOR

TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

*

*

*CAO

THIRD AND FINAL
READING THIS ___DAY OF _____,
A.D. 2025, IN THE TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

*

*MAYOR

*

*

*CAO

Approved: yes /no Motion # _____

Account Code: _____

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	February 19, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.3 First Reading Land Use Bylaw Amendment Bylaw 830 - 2025

Background/Proposal:

The Land Use Bylaw Amendment Bylaw is attached.

The town of Bashaw currently has 21 properties, which are Direct Control Districts.

There have been challenges with a couple of the properties:

- Lack of clarity regarding permitted and discretionary uses
- Development regulations are absent, leading to ambiguity
- Makes it challenging to evaluate development proposals
- Administration lacks information about when property owners or possible new owners inquire what uses are permitted
- Clearer definitions and development standards for direct control districts would be helpful
- clear criteria for reviewing and making decisions on applications would be beneficial
- additional costs to applicants due to the district

The town of Bashaw hired Vicinia Planning & Engagement to review the direct control districts and Land Use Bylaw/Municipal Development Plan.

Vicinia Planning & Engagement possesses intimate knowledge of the town of Bashaw Municipal Development Plan and Land Use Bylaw, including history of issues relating to the current designated Direct control districts. Vicinia has drafted direct control districts for comparable municipalities on a regular basis.

Discussion/Options/Benefits/Disadvantages:

- reduces the direct control districts from 21 to 5
- creates 4 different direct control districts descriptions, to provide clarity
- new definitions provide transparency

Costs/Source of Funding (if applicable)

No funding required.

Applicable Legislation:

MGA – Section 617.

Community Engagement Consideration:

January 30, 2025 – council hosted an open house

The public hearing will be advertised and affected property owners will be notified.

Approved: yes /no Motion # _____
Account Code: _____

Recommended Action:

Administration recommends passing the following motion(s):

MOVED BY _____ approve first reading of Bylaw 830 – 2025 amending Land Use Bylaw 780-2018 to designate 21 parcels within the town of Bashaw to either amended Direct Control (DC) Districts (DC-1),(DC-2), (DC-3), and (DC-4), Low Density Residential (R1), General Residential (R2) or Central Commercial (C1) Districts, and the addition of definitions to section 2.2.

Discussion Result:

Additional research Requested:



BY-LAW # 830 - 2025

**A BY-LAW OF THE TOWN OF BASHAW
IN THE PROVINCE OF ALBERTA**

WHEREAS the Municipal Government Act R.S.A. 2000, as amended, requires a municipal Council to consider amendments to the Land Use Bylaw 780-2018;

AND WHEREAS, copies of this Bylaw and related documents were made available for inspection by the public at the Town office as required by the Municipal Government Act Revised Statutes of Alberta 2000, Chapter M-26;

NOW, THEREFORE, THE COUNCIL OF THE TOWN OF BASHAW DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as Bylaw 830-2025.
2. Schedule "A" outlines the redesignation of twenty one parcels within the Town of Bashaw to either amended Direct Control (DC) Districts (DC-1), (DC-2), (DC-3) and (DC-4), Low Density Residential (R1), General Residential (R2) or Central Commercial (C1) Districts.
3. Schedule "B" outlines the addition of definitions to be included in section 2.2.
4. Bylaw 830-2025 which amends the Town of Bashaw Land Use Bylaw to redesignate twenty-one (21) different parcels as outlined in Schedule "C" is hereby adopted.
5. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act, as amended.
6. This Bylaw shall come into effect on the date of the third and final reading.

This Bylaw comes into force on the day it is finally passed.

RECEIVED FIRST READING THIS
19th DAY OF February, A.D. 2025
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
*
* _____
*CAO

RECEIVED SECOND READING THIS
____ DAY OF _____, AD 2025
PROVINCE OF ALBERTA
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
*
* _____
*CAO

UNANIMOUS CONSENT TO PROCEED
TO THIRD READING THIS ____ DAY
OF _____, A.D. 2025, IN THE
TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

* _____
*MAYOR
*
* _____
*CAO

THIRD AND FINAL
READING THIS ____ DAY OF _____,
A.D. 2025, IN THE TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

* _____
*MAYOR
*
* _____
*CAO

Schedule A

12.15 DIRECT CONTROL (DC-1) DISTRICT #1

(1) Purpose

The Direct Control (DC-1) District #1 designation is intended to accommodate the existing development of an institutional use and appropriate accessory and complementary uses at Lot A, Block 40, Plan 2533 NY.

(2) Development Authority

The Development Authority in the DC District shall be the Council.

(3) Permitted and Discretionary Uses

Table 12.16.1 outlines the permitted and discretionary uses contemplated in the Direct Control (DC-1) District designation where approval is subject to the issuance of an authorized development permit.

Table 12.16.1

Permitted Uses	Discretionary Uses
<ul style="list-style-type: none">• First Accessory Building 10 m² and under• First Accessory Building 10 m² and over• Accessory Uses• Club• Community Centre• Office• Park• Public Administration• Recreational Facility – Public	<ul style="list-style-type: none">• Additional Accessory Buildings• Child Care Facility• Group Home• Group Home - Major• Residential Care Facility• Religious Institution

(4) Development Standards

The Development Standards for all uses identified in Table 12.16.1 shall adhere to the standards listed in Table 12.16.2.

Table 12.16.2

Development Standard	Site Standard
Minimum Lot Area (m ²)	The size of the lot as of the adoption of this Bylaw
Minimum Mean Lot Width	The size of the lot as of the adoption of this Bylaw
Maximum Lot Coverage (%)	60%
Minimum Front Yard Setback (m)	6m
Minimum Rear Yard Setback (m)	6m
Minimum Side Yard Setback (m)	3m
Maximum Height	15m
Accessory Building Height	3m

(5) Additional Regulations

- (a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:
- i. Location and maximum size of facilities to be constructed.
 - ii. Development setbacks.
 - iii. Hours of operation.
 - iv. Number of guest rooms.
 - v. Maximum number of days of stay in a guest room.
 - vi. Number of employees.
 - vii. Number of vehicle visits per day.
 - viii. Number, duration, and size of events permitted.
 - ix. Noise.
 - x. Buffering.
 - xi. Lighting.
 - xii. Outdoor storage.
 - xiii. Parking requirements.
 - xiv. Screening of facilities.

- xv. Proof of compliance with fire and safety code inspections of the facility
- xvi. Requirements for evacuation and emergency response planning

- (b) Mandatory public consultation, including but not limited to one (1) or more open houses, mail-outs, newspaper advertisements and public notice postings may be required at the discretion of the Development Authority in advance of Council consideration of a development permit within this DC district.
- (c) Non-conforming uses in this designation shall be subject to the regulations in **3.3**.
- (d) Landscaping in this designation shall be provided in accordance with the regulations in **8.12**.
- (e) Parking and loading facilities in this designation shall be provided in accordance with the regulations in **Part 10**.
- (f) The construction of signs in this designation shall be in accordance with the regulations in **Part 11**.

12.16 DIRECT CONTROL (DC-2) DISTRICT #2

(1) Purpose

The Direct Control (DC-2) District #2 designation is intended to accommodate a modular dwelling and accessory residential uses given the larger size of this lot and appropriate natural buffering from adjacent uses. DC-2 applies to Block G, Plan 4350 HW.

(2) Development Authority

The Development Authority in the DC District shall be the Council.

(3) Permitted and Discretionary Uses

Table 12.17.1 outlines the permitted and discretionary uses contemplated in the Direct Control (DC-2) District designation where approval is subject to the issuance of an authorized development permit.

Table 12.17.1

Permitted Uses	Discretionary Uses
<ul style="list-style-type: none">• First Accessory Building 10 m² and under• First Accessory Building 10 m² and over• Accessory Uses• Housing, modular• Housing, single-detached• Housing, secondary suite• Home based business• Park	<ul style="list-style-type: none">• Additional Accessory Buildings• Bed and breakfast• Child care facility• Housing – guest suite• Housing, manufactured• Utility installations• Solar collectors

(4) Development Standards

The Development Standards for all uses identified in Table 12.17.1 shall adhere to the standards listed in Table 12.17.2.

Table 12.17.2

Development Standard	Site Standard
Minimum Lot Area (m ²)	The size of the lot as of the adoption of this Bylaw
Minimum Mean Lot Width	The size of the lot as of the adoption of this Bylaw
Maximum Lot Coverage (%)	50%
Minimum Front Yard Setback (m)	6m
Minimum Rear Yard Setback (m)	6m
Minimum Side Yard Setback (m)	1.5m
Maximum Height	11m
Accessory Building Height	3m

(5) Additional Regulations

- (a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:
 - i. Location and maximum size of facilities to be constructed.
 - ii. Development setbacks.
 - iii. Hours of operation.
 - iv. Number of Housing – guest suites.
 - v. Maximum number of days of stay in a guest suite.
 - vi. Number of employees.
 - vii. Number of vehicle visits per day.
 - viii. Number, duration, and size of events permitted.
 - ix. Noise.
 - x. Buffering.
 - xi. Lighting.
 - xii. Outdoor storage.
 - xiii. Parking requirements.
 - xiv. Screening of facilities.
 - xv. Proof of compliance with fire and safety code inspections of the facility
 - xvi. Requirements for evacuation and emergency response planning

(b) Mandatory public consultation, including but not limited to one (1) or more open houses, mail-outs, newspaper advertisements and public notice postings may be

required at the discretion of the Development Authority in advance of Council consideration of a development permit within this DC district.

- (c) Non-conforming uses in this designation shall be subject to the regulations in **3.3**.
- (d) Landscaping in this designation shall be provided in accordance with the regulations in **8.12**.
- (e) Parking and loading facilities in this designation shall be provided in accordance with the regulations in **Part 10**.
- (f) The construction of signs in this designation shall be in accordance with the regulations in **Part 11**.

12.17 DIRECT CONTROL (DC-3) DISTRICT #3

(1) Purpose

The Direct Control (DC-3) District #3 designation is intended to provide the continued residential and accessory uses of larger, primarily residential parcels of land within the developed area of Bashaw. DC-3 applies to Lot K, Plan 723 MC, 5420 – 52 Avenue, and NW 33 41-21 -4, 5004 45 Ave.

(2) Development Authority

The Development Authority in the DC District shall be the Council.

(3) Permitted and Discretionary Uses

Table 12.18.1 outlines the permitted and discretionary uses contemplated in the Direct Control (DC-3) District designation where approval is subject to the issuance of an authorized development permit.

Table 12.18.1

Permitted Uses	Discretionary Uses
<ul style="list-style-type: none">• First Accessory Building 10 m² and under• First Accessory Building 10 m² and over• Accessory Uses• Housing, modular• Housing, single detached• Housing, secondary suite• Home based business• Park	<ul style="list-style-type: none">• Additional Accessory Buildings• Bed and Breakfast• Child care facility• Church• Family care facility• Religious institution• Utility installations• Solar collectors

(4) Development Standards

The Development Standards for all uses identified in Table 12.18.1 shall adhere to the standards listed in Table 12.18.2.

Table 12.18.2

Development Standard	Site Standard
Minimum Lot Area (m ²)	The size of the lot as of the adoption of this Bylaw
Minimum Mean Lot Width	The size of the lot as of the adoption of this Bylaw
Maximum Lot Coverage (%)	40%
Minimum Front Yard Setback (m)	6m
Minimum Rear Yard Setback (m)	6m
Minimum Side Yard Setback (m)	1.5m
Maximum Height	11m
Accessory Building Height	3m

(5) Additional Regulations

- (a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:
- i. Location and maximum size of facilities to be constructed.
 - ii. Development setbacks.
 - iii. Hours of operation.
 - iv. Number of employees.
 - v. Number of vehicle visits per day.
 - vi. Number, duration, and size of events permitted.
 - vii. Noise.
 - viii. Buffering.
 - ix. Lighting.
 - x. Outdoor storage.
 - xi. Parking requirements.
 - xii. Screening of facilities.

- (b) Non-conforming uses in this designation shall be subject to the regulations in **3.3**.

- (c) Landscaping in this designation shall be provided in accordance with the regulations in **8.12.**
- (d) Parking and loading facilities in this designation shall be provided in accordance with the regulations in **Part 10.**
- (e) The construction of signs in this designation shall be in accordance with the regulations in **Part 11.**

12.18 DIRECT CONTROL (DC-4) DISTRICT #4

(1) Purpose

The Direct Control (DC-4) District #4 designation is intended to provide for a recycling depot directly adjacent to residential dwellings. DC-4 applies to Lot 2B, Block J, Plan 802 2413, 4720 – 49 Avenue and walkway beside Lot 2B, Block J, Plan 802 2413, 4720 – 49.

(2) Development Authority

The Development Authority in the DC District shall be the Council.

(3) Permitted and Discretionary Uses

Table 12.19.1 outlines the permitted and discretionary uses contemplated in the Direct Control (DC-4) District designation where approval is subject to the issuance of an authorized development permit.

Table 12.19.1

Permitted Uses	Discretionary Uses
<ul style="list-style-type: none">• First Accessory Building 10 m² and under• First Accessory Building 10 m² and over• Accessory Uses	<ul style="list-style-type: none">• Additional Accessory Buildings• Recycling depot• Utility installations• Solar collectors

(4) Development Standards

The Development Standards for all uses identified in Table 12.19.1 shall adhere to the standards listed in Table 12.19.2.

Table 12.19.2

Development Standard	Site Standard
Minimum Lot Area (m ²)	The size of the lot as of the adoption of this Bylaw
Minimum Mean Lot Width	The size of the lot as of the adoption of this Bylaw
Maximum Lot Coverage (%)	60%
Minimum Front Yard Setback (m)	6m
Minimum Rear Yard Setback (m)	6m
Minimum Side Yard Setback (m)	1.5m
Maximum Height	11m
Accessory Building Height	3m

(5) Additional Regulations

- (a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:
 - i. Location and maximum size of facilities to be constructed.
 - ii. Development setbacks.
 - iii. Hours of operation.
 - iv. Hazardous materials allowed on-site
 - v. Number of employees.
 - vi. Number of vehicle visits per day.
 - vii. Number, duration, and size of events permitted.
 - viii. Noise.
 - ix. Buffering.
 - x. Lighting.
 - xi. Outdoor storage.
 - xii. Parking requirements.
 - xiii. Screening of facilities.

(b) Non-conforming uses in this designation shall be subject to the regulations in **3.3**.

(c) Landscaping in this designation shall be provided in accordance with the regulations in **8.12**.

(d) Parking and loading facilities in this designation shall be provided in accordance with the regulations in **Part 10**.

(e) The construction of signs in this designation shall be in accordance with the regulations in **Part 11**.

Schedule B

Delete the existing Group Home definition in 2.2(69) and replace with:

- (69) Group Home – Major means development consisting of the use of a building as a facility which is recognized, authorized, licensed or certified by a public authority as a social care facility intended to provide room and board for seven (7) or more residents live full time in the facility (excluding staff) including non-family disabled persons, or for persons with physical, mental, social or behavioral problems, of its residents either through self-help or professional care, guidance and supervision. The development shall be primary with the occupants living together as a single housekeeping group and using cooking facilities shared in common. A group home requires that at least one staff person is present at the facility at all times when at least one resident is within the facility. Typical uses include foster or boarding homes for children, family homes and long-term care facilities and do not include detoxification centres, rehabilitation facilities, psychiatric hospitals, or uses identified within the Child Care Facility definition.

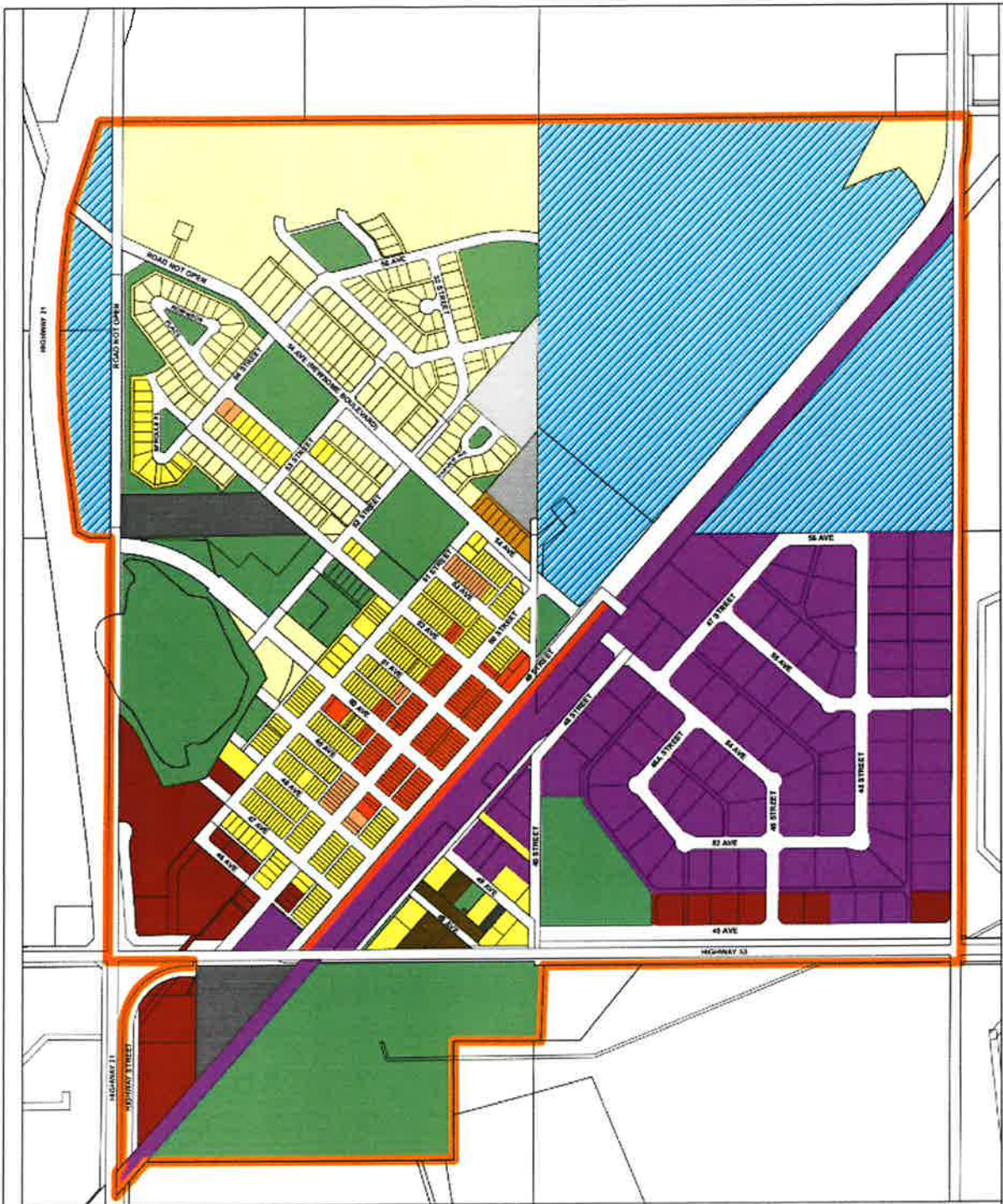
Insert the following new definition and re-number the definition section (2.2) accordingly:

- (70) Guest Room: means a room utilized as a temporary living accommodation for overnight stays for a maximum period of time as outlined in an approved development permit.
- (81) Housing – guest suite: means an accessory building utilized for temporary living accommodations that does not have all of the requirements for a full dwelling units and requires use of communal facilities for every residential needs.

Schedule C

Legal Land	Roll Number	Address	Redesignated to the following:
Lot A, Block 40, 2533 NY	004000	5430 - 51 A Street	DC - 1
Block G, Plan 4350 HW	001009	5007 - 54 Avenue	DC-2
Lot K, Plan 723 MC	001931	5240 - 52 Avenue	DC-3
SW 4 42-21 West Quadrant	001010	5111 - 50 Avenue	R1
Lot F, Plan 3081 E.U.	002111	5112 - 50 Avenue	R1
33 - 41-21 - 4	001910	5004 - 45 Avenue	DC-3
Lot 35 & 36, Block 11, Plan 2627 AC	001135	5018 - 54 Avenue	R2
Lot 1, Block 11, Plan 429 HW	001101	5008 - 54 Avenue	R2
Pt of Parcel 5865 CL	010014	5101 - 48 Street	R2
Plan 3406TR (Walkway beside 2B, Lot J, Plan 802 2413)	010006	4720 - 49 Avenue	DC-4
Lot 2B, Block J, Plan 802 2413	010006	4720 - 49 Avenue	DC-4
Lot 25 & Z, Block 15, Plan 2627 AC	001525	4919 - 51 Street	C1
Lot 31 & 15' of 32, Plan 2627 AC	001531	5026 - 50 Avenue	R2
10' of 32 & 33, Block 15, Plan 2627 AC	001532	5024 - 50 Avenue	R2
34 & 35, Block 15, Plan 2627 Ac	001534	5020 - 50 Avenue	R2

Lot 36 - 38, Block 15, Plan 2627 Ac	001536	5016 - 50 Avenue	C1
Lot 22 - 24, Block 14, Plan 2627 AC	001424	5035 - 50 Avenue	R2
Lot 17 & 18, Block 14, Plan 2627AC	001417	5023 - 50 Avenue	R2
Lot 19 -21, Block 14, Plan 2627 AC	001419	5027 - 50 Avenue	R2
Lot 15 & 16, Block 14, Plan 2627AC	001415	5019 - 50 Avenue	R2
Lot 11 - 12, Block 14, Plan 2627 AC	001411	5009 - 50 Avenue	C1



Town of Bashaw Land Use Bylaw Land Use Districts

Legend

- | | | |
|---|---|---|
| R1 - Low Density Residential | C1 - Central Commercial | DC-2 |
| R2 - General Residential | C2 - Highway Commercial | DC-3 |
| R3 - Medium Density Residential | M - Industrial | DC-4 |
| MHP - Manufactured Housing Park | IPU - Institutional and Public Uses | UX - Urban Expansion |
| DC-1 | | |

Approved: yes /no Motion # _____

Account Code: _____

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	February 19, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.4 First Reading Land Use Bylaw Amendment Bylaw 832 - 2025

Background/Proposal:

The property owner has applied to redistrict the property from Industrial to Highway commercial.

The Land Use Bylaw Amendment Bylaw is attached.

Discussion/Options/Benefits/Disadvantages:

Changing the District to highway commercial will enable the property owner to lease space to businesses that provide personal services and align with their development plans.

The parcel is located along Highway 53; therefore, Alberta Transportation will be included in the notifications.

Within the area there are several Highway commercial sites, this change should have minimal impact to the area.

Costs/Source of Funding (if applicable)

No funding required; any costs are applied to the tax rolls.

Applicable Legislation:

MGA – Section 617.

Community Engagement Consideration:

The administration will proceed with notifying adjacent property owners and advertising the proposed Land Use Bylaw amendment.

Recommended Action:

Administration recommends passing the following motion(s):

MOVED BY _____ approve first reading of Bylaw 832 – 2025 amending Land Use Bylaw 780-2018 to change the land use of Lot 1, Block 1, Plan 822 2530 from (M) Industrial to (C 2) Highway Commercial.

Discussion Result:

Additional research Requested:



BY-LAW # 832 – 2025

BY-LAW NO. 832 - 2025 A By-law of the Town of Bashaw in the Province of Alberta, introduced for the purpose of amending Land Use By-law No. 780 - 2018 to change the land use of Lot 1, Block 1, Plan 822 2530 as shown on the attached sketch from (M) Industrial District to (C 2) Highway Commercial District all being located within the Town of Bashaw.

WHEREAS The current property owner has requested an amendment to the land use district on Lot 1, Block 1, Plan 822 2530.

NOW THEREFORE Pursuant to the Municipal Government Act, Section 606, the Council of the Town of Bashaw duly assembled, hereby enacts as follows:

That By-law No. 780 - 2018 be amended as follows:

Land Use District Map of the Town of Bashaw is changed so Lot 1, Block 1, Plan 822 2530 as shown on the attached sketch be redistricted from (M) Industrial to (C 2) Highway Commercial District.

RECEIVED FIRST READING THIS
19th DAY OF February, A.D. 2025
IN THE Town of Bashaw, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
*ADMINISTRATOR

RECEIVED SECOND READING THIS
DAY OF, AD 2025
IN THE Town of Bashaw, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
*ADMINISTRATOR

RECEIVED THIRD AND FINAL
READING THIS DAY OF
A.D. 2025, IN THE Town of Bashaw
IN THE PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
*ADMINISTRATOR

Bylaw 832 – 2025



Area highlighted in Red to change from M Industrial to C 2 Highway
Commercial District

Approved: yes /no Motion # _____

Account Code: _____

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	February 19, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.5 Fire Department Donations – transfer to reserve

Background/Proposal:

In 2024 the town received \$4,600 in donations to the Bashaw Fire Department.

Historically, these donations are placed in a reserve.

Discussion/Options/Benefits/Disadvantages:

Administration is recommending we continue with the practice of placing the funds in the restricted for operating reserve.

Costs/Source of Funding (if applicable)

Donations from 2024.

Applicable Legislation:

MGA – Section 243

Community Engagement Consideration:

Administration will proceed as council directs.

Recommended Action:

Administration recommends passing the following motion(s):

MOVED BY _____ to direct administration to move the fire donations of \$4,600 into the restricted for operating fire account.

Discussion Result:

Additional research Requested:

TOWN OF BASHAW

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

14. RESTRICTED SURPLUS

	2022	Increases	Decreases	2023
Restricted for Operating:				
Administration	\$ 22,278	\$ -	\$ -	\$ 22,278
Cemetery	22,102	-	-	22,102
Culture	3,644	-	-	3,644
Fire	14,656	5,000	-	19,656
Parks	14,276	12,700	-	26,976
Roads and streets	17,290	-	-	17,290
Water	8,440	-	-	8,440
Waste water	15,645	-	-	15,645
	<u>118,331</u>	<u>17,700</u>	<u>-</u>	<u>136,031</u>
Restricted for Capital:				
Administration	35,802	-	-	35,802
Airport	5,706	-	-	5,706
Cemetery	10,544	-	-	10,544
Culture	31,738	-	-	31,738
Emergency services	4,684	-	-	4,684
Parks	30,795	-	-	30,795
Recreation	3,295	-	-	3,295
Roads, streets and equipment	10,707	-	-	10,707
Subdivision, land and development	26,054	-	-	26,054
Tourism	3,659	-	-	3,659
Water infrastructure	111,692	-	-	111,692
Wastewater infrastructure	102,321	-	-	102,321
	<u>376,997</u>	<u>-</u>	<u>-</u>	<u>376,997</u>
 Total	 \$ <u>495,328</u>	 \$ <u>17,700</u>	 \$ <u>-</u>	 \$ <u>513,028</u>

15. EQUITY IN TANGIBLE CAPITAL ASSETS

	2023	Restated (Note 3) 2022
Tangible capital assets (Schedule 2)	\$ 21,333,870	\$ 21,338,964
Accumulated amortization (Schedule 2)	(10,387,786)	(9,945,700)
Asset retirement obligation (Note 12)	(387,254)	(375,906)
	<u>\$ 10,558,830</u>	<u>\$ 11,017,358</u>