

REGULAR MEETING OF COUNCIL
A G E N D A
Wednesday, April 10, 2024, 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 the March 20, 2024, Regular Meeting of Council
6. CONSENT AGENDA
 - 6.1 Stettler District Ambulance Association – Contract Negotiations
 - 6.2 Alberta Municipal Affairs – Assessment Model Review
 - 6.3 Alberta Municipal Affairs – Provincial Education Requisition Credit Program Extension
 - 6.4 Town of Bashaw Monthly Statement March 31, 2024
 - 6.5 Alberta Municipalities – Political Parties at local level
 - 6.6 Arena Operations Update
 - 6.7 Water Pricing Update
 - 6.8 January Water Break Cost listing
7. NEW & UNFINISHED BUSINESS
 - 7.1 Financial Audit Extension Request
 - 7.2 Battle River School Division – Joint Use and Planning Agreement
 - 7.3 GIC Interest to Reserve
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Legal – Camrose County Memorandum of Understanding – FOIP Section 21
11. NOTICES OF MOTION
12. NEXT MEETING: April 24, 2024 – 6:00 pm, Council Chambers
13. ADJOURNMENT



**REGULAR MEETING OF COUNCIL
MINUTES
Wednesday, March 20, 2024, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:45 pm), Mayor McDonald (5:50 pm), Deputy Mayor Orom (5:55 pm), Councillor McIntosh (5:58 pm), Councillor Northey (5:50 pm), Public Works Foreman Taylor (5:55 pm), Municipal Treasurer Tucker (5:45 pm)

Absent with notice: none

By Zoom: Councillor Gust (6:05 pm)

Recording Secretary: Secretary Morrison (5:45 pm)

Public: none

Public Zoom: L. Turcotte (6:05 pm), Alvin Turcotte (6:05 pm)

Press by zoom: Kevin Sabo (6:05 pm), Stu Salkeld (6:05 pm)

1. CALL TO ORDER by Mayor McDonald at 6:05 pm.

2. ADOPTION OF AGENDA

MOVED by Deputy Mayor Orom to approve the March 20, 2024, Regular Meeting of Council Agenda with the addition of 7.4 – Alberta Municipal Affairs – Minister’s Awards for Municipal & Library Excellence to New and Unfinished Business.

MOTION #047-2024

CARRIED

3. PUBLIC HEARINGS – None

4. DELEGATIONS - None

5. APPROVAL OF MINUTES

5.1 Minutes of March 6, 2024, Regular Meeting of Council.

MOVED by Councillor Northey to approve the minutes of the March 6, 2024, Regular Meeting of Council.

MOTION #048-2024

CARRIED

6. CONSENT AGENDA

6.1 Town of Bashaw Monthly Statement – February 29, 2024

6.2 Alberta Municipal Affairs – Minister’s Awards for Municipal & Library Excellence

6.3 Camrose County – Community Aggregate – New bylaw and fees change.

6.4 Foreman Report

6.5 CAO Report

7. NEW & UNFINISHED BUSINESS

7.1 2024 Town of Bashaw Preliminary Operating Budget

CAO Fuller presented the preliminary budget in detail. The council discussed and provided feedback. Administration to make adjustments as discussed.

7.2 2024 Local Government Fiscal Framework Operating Grant Application

The application items were reviewed, changes to be made as per the council's request.

7.3 Bashaw Chamber of Commerce – Lemonade Day 2024 Request

MOVED by Councillor McIntosh that Mayor McDonald declare June 15th, 2024, as Lemonade Day in Bashaw.
MOTION #049-2024 CARRIED

7.4 Alberta Municipal Affairs – Minister's Awards for Municipal & Library Excellence

MOVED by Councillor McIntosh to direct administration, along with Councillor McIntosh and Councillor Northey's assistance, to submit applications for the Minister's Awards for Municipal & Library Excellence in the categories of **Partnership** - for Bashaw's partnership with Rosalind on the ownership and management of the flush truck as well as the category of **Smaller Municipalities** – for Bashaw's innovative work to find and resolve the recent water leaks.
MOTION #050-2024 CARRIED

8. COMMITTEE REPORTS – none

9. CORRESPONDENCE ITEMS – none

Public works Foreman Taylor, Municipal Treasurer Tucker, Secretary Morrison left the meeting at 7:53 pm.
Public Zoom Connections were placed in the Zoom waiting room at 7:53 pm.

MOVED by Councillor McIntosh to move into Closed Meeting of Council for 10.1 Personnel – Letter to Council– FOIP Section 17, 10.2 Resident Complaint – FOIP Section 27, and 10.3 Land – Building Leases – FOIP Section 16 at 7:53pm.
MOTION #051-2024 CARRIED

10. CLOSED MEETING OF COUNCIL

- 10.1 Personnel – Letter to Council– FOIP Section 17
- 10.2 Resident Complaint – FOIP Section 27
- 10.3 10.3 Land – Building Leases – FOIP Section 16

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 8:28 pm.
MOTION #052-2024 CARRIED

MOVED by Councillor McIntosh to direct administration to send the letter to Mr. Turcotte as signed by Mayor Rob McDonald.
MOTION #053-2024 CARRIED

MOVED by Councillor Gust to direct administration to implement building leases increases by \$25.00/month as per lease contract notice.
MOTION #054-2024 CARRIED

11. NOTICES OF MOTION – none

12. NEXT MEETINGS – April 10 and April 24, 2024 – 6:00 pm.

13. ADJOURNMENT – Councillor McIntosh adjourned the meeting at 8:30 pm.

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller



Stettler District Ambulance Association

Box 1270
6602 – 44 Avenue
Stettler, Alberta T0C 2L0
Ambulance Bay: 403.742.8604
Admin: 403.742.4441

March 27, 2024

Chantal Balash
Manager, Contract Strategy & Performance
Alberta Health Services
13443 149 Street
Edmonton, AB, T5L2T3

EMAIL: Chantal.Balash@ahs.ca

Dear Ms. Balash,

RE: Stettler District Ambulance Associations Contract Negotiations

On behalf of the Board for Stettler District Ambulance Association (SDAA), we wish to express our dissatisfaction with Alberta Health Services (AHS) neglecting to negotiate a new contract with SDAA prior to its expiration, disregarding our region's very active and essential ambulance service. We believe there have been insufficient efforts made to discuss and enter into a beneficial agreement, affecting our ability to operate efficiently. We wish to address this matter and enter into negotiations promptly.

As a vital component of the healthcare system in our region, the SDAA requires contract stability at a minimum, in order to effectively plan for inflation in operating and capital expenses and purchases. Without a contract it is difficult for SDAA to adequately budget and confirm positions for our staff. We believe moving all SDAA staff to 12-hour shifts and eliminating the core/flex scheduling aligns with AHS ambulance service current practices, and will allow us to better serve our community.

The continuation of core/flex scheduling significantly impacts our ability to compete in a very competitive job market to fill vacancies within our organization, when other services have already eliminated core/flex. This scheduling change will not only benefit our organization and improve the lives of our staff, but also improve the quality of care we are able to provide to our community.

We look forward to negotiating with AHS in good faith to reach an agreement which will meet the current and future needs of both parties. By working together, we can achieve our long-term goals and continue to provide high-quality ambulance services to the residents of our district. We are confident through open, timely communication and collaboration, we will reach a resolution beneficial for all parties, efficiently and professionally meeting and serving the ambulatory care needs of our community.

We propose negotiations begin by April 30, 2024 rather than waiting until the eve of the expiration of the bridging contract. Thank you for your prompt attention to this matter to confirm a start date for negotiations with us.

Sincerely,

A handwritten signature in blue ink, appearing to be 'JS' followed by a long horizontal stroke.

Justin Stevens, CHAIRPERSON

CC:

Honourable Danielle Smith, Premier of Alberta

Honourable Adriana LaGrange, Minister of Health

Honourable Nate Horner, Minister of Finance and MLA for Drumheller-Stettler

Regional Partners

EMS Service Providers



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR113531

March 18, 2024

Dear Chief Elected Officials:

Municipal Affairs has been working with the Assessment Model Review (AMR) Steering Committee comprised of industry, assessors, and municipal partners, such as Alberta Municipalities and the Rural Municipalities of Alberta.

The committee was tasked with designing an engagement approach to update the regulated property assessment system. I support the approach and I am pleased to share that engagement will begin this year. We have a shared vision to ensure the AMR is deliberate, evidence-based, and stakeholder-driven.

The AMR will be a multi-year process to review the policies, procedures, and rates that form the regulated property assessment framework. We will engage with municipal associations, industry representatives, and professional assessors throughout the duration of the AMR.

The review of the foundational policies – principles, assessment year modifiers, and the policy document that determines how assessable costs are reported for major projects, the Construction Cost Reporting Guide – will occur in 2024. Any resulting policy and regulatory changes would not be implemented any sooner than 2025.

Reviews of the assessment models for individual property types will then occur from 2025 through 2027 in two stages. These reviews will be followed by broad and direct engagement with municipalities and industry to consider the impacts of the new assessment models on revenue. Discussions of potential impacts will also include stakeholder-centered implementation strategies. To be clear, your municipality will be directly engaged on the overall results of the AMR and the potential impacts. The final decision by government on any changes to assessment models will be sought in 2028. Attached is a visual representation of the upcoming AMR engagement, and a frequently asked question document for your use.

Thank you for working in partnership with the province on this crucial task. Please continue to share your perspectives with both my department and your municipal association. I look forward to working with you and your municipal associations on this important initiative.

Sincerely,

Ric McIver
Minister

.../2

cc: Chief Administrative Officers
Tyler Gandam, President, Alberta Municipalities
Paul McLauchlin, President, Rural Municipalities of Alberta

Attachments

- Infographic
- Assessment Model Review: Frequently Asked Questions

Regulated property assessment model review (AMR)

The Assessment Model Review process will update Alberta's regulated property assessment system resulting in fairer valuation of regulated property.

Stakeholder Engagement

STAGE 1 Design the plan 2023



A stakeholder Steering Committee made up of industry, municipal, and assessment representatives designed an engagement process for the broader review.

STAGE 2 Review foundational policies March – December 2024



Confirm Principles



Recommend Assessment Year Modifier methodology



Review Construction Cost Reporting Guide

Before the assessment models for individual property types can be updated, regulated assessment policies must be reviewed first.

STAGE 3 Update assessment models Expected winter 2025 – summer 2027

Group 1

winter 2025 to spring 2026



Telecommunications
& Cable



Railway



Electric Power

Group 2

spring 2026 to summer 2027



Machinery and Equipment



Pipeline



Wells

We will engage with a technical working group, comprised of stakeholder subject-matter experts to update the costs, practices, and technologies in the assessment model for each property type.

STAGE 4 Consider the impacts Expected summer 2027 – spring 2028



Municipalities and industry property owners will have the opportunity to provide input on assessment and taxation impacts, including how to best implement any shifts in assessment. The Steering Committee will review the engagement results and provide final recommendations to government.

Key municipal, industry, and assessment stakeholders will be engaged during each stage of the AMR process. For any questions, please contact the AMR Team at ma.amr@gov.ab.ca.

For more information visit alberta.ca/regulated-property-assessment-model-engagement/





Frequently Asked Questions Assessment Model Review

What are the properties that will be reviewed during the Assessment Model Review (AMR)?

Regulated properties, which include electric power systems, telecommunication and cable systems, pipelines, wells, and railway will be reviewed during the AMR process.

When will the results of the AMR be implemented?

Any government decisions on any changes to assessment models would be sought in spring or summer 2028, with implementation to follow.

The last model review was paused; how will this one be different?

In general, the previous attempts to review assessment models relied too heavily on a technical approach without a clear plan to broadly engage stakeholders in all phases of the process.

This one will be different, as this engagement approach seeks to mitigate potential controversy to the extent possible through a clear transparent stakeholder-driven process. Assessment discussions will be principle- and evidence-based, and will be separate from discussion of potential tax impacts and mitigation strategies for any resulting assessment changes.

The stakeholder steering committee that designed the engagement plan for this review will also work throughout the process to ensure the input of the represented stakeholders is considered, and will work according to jointly draft guiding principles to resolve challenges.

How are stakeholders able to participate?

Stakeholders are encouraged to provide feedback during each specific stage of the AMR process, either through their steering committee representative (list provided below) or by sending their comments to the AMR Team at ma.amr@gov.ab.ca.

How will we know the status/updates of the AMR process?

Status updates will be communicated to steering committee representatives (list provided below) and posted to the AMR website at <https://www.alberta.ca/regulated-property-assessment-model-engagement>.

Which groups are impacted by the AMR process?

Municipalities and regulated property owners may be impacted by changes in assessment values at the conclusion of the AMR process.

What are the timelines for the AMR process?

The review of AMR Principles, Assessment Year Modifiers, and the Construction Cost Reporting Guide will occur in 2024. Government will consider any resulting policy and regulatory changes in early 2025.

Reviews of the assessment models for individual regulated property types will then occur in two stages, from 2025-27.

Following this, we will begin broader engagement to comprehensively consider and understand the potential assessment and tax impacts of the new models. We will work with stakeholders to evaluate any mitigation or implementation strategies required.

Final government decisions on any changes to assessment models would be sought in 2028.

For further details please visit <https://www.alberta.ca/regulated-property-assessment-model-engagement>.

Have tax implications been considered for the AMR process?

Following preparation of new assessment models, broad engagement will be initiated with municipalities and industry groups. Stakeholders will have the opportunity to provide input during this stage of the process.

Final government decisions on any changes to assessment models would be sought after this input is received and considered.

Who is the main government contact for the AMR process?

To contact Municipal Affairs during the AMR process, please contact the AMR Team toll-free by first dialing 310-0000, then 780-422-1377, or at ma.amr@gov.ab.ca.

Which stakeholder groups are represented on the steering committee?

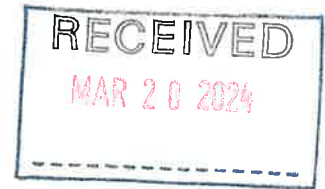
The steering committee is comprised of representatives from the following organizations:

- Alberta Assessors' Association
- Alberta Federation of Rural Electrification Associations
- Alberta Municipalities
- Alberta Rural Municipal Administrators' Association
- Bell MTS
- Canadian Association of Petroleum Producers
- Canadian National Railway Company
- Canadian Pacific Railway Company
- Canadian Property Tax Association
- Canadian Renewable Energy Association
- Capital Power
- Chemistry Industry Association of Canada
- Explorers and Producers Association of Canada
- Federation of Gas Co-ops
- FORTIS Alberta
- Independent Power Producers Society of Alberta
- Local Government Administration Association of Alberta
- Northeast Capital Industry Association
- Pipeline Property Tax Group
- Rogers Communications
- Rural Municipalities of Alberta
- TELUS



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*



AR114060

Subject: Provincial Education Requisition Credit Program Extension

Our government recognizes delinquent oil and gas property tax payments continue to be a concern for many municipalities. To help address this issue, *Budget 2024* included the announcement of an extension to the Provincial Education Requisition Credit (PERC) program for an additional two years up to and including the 2025 tax year. The maximum annual credit limit is \$3 million.

The extension of PERC is in addition to other recent government initiatives including:

- establishing a mandatory condition with the Alberta Energy Regulator that property taxes are to be paid before approving well licence transfers or granting new well licences;
- strengthening the liability management framework and empowering the Alberta Energy Regulator to enforce it;
- passing new legislation to give municipalities priority over other creditors through a special lien where companies owe taxes; and
- providing the Rural Municipalities of Alberta with a \$300,000 grant to provide resources and training related to enforcing the special lien.

Furthermore, our government will continue working in collaboration with our partners in industry, the Rural Municipalities of Alberta, Alberta Municipalities, and the Alberta Energy Regulator, to ensure oil and gas companies pay their fair share of taxes that municipalities rely on for effective and efficient local service delivery to Albertans.

I look forward to continuing to work together on this important matter.

Sincerely,

Ric McIver
Minister

**TOWN OF BASHAW
MONTHLY STATEMENT
March 31, 2024**

DESCRIPTION	GENERAL ACCOUNT	TERM DEPOSIT	TOTAL
BALANCE AT END OF PREV MONTH	\$ 930,401.22	\$ 508,028.04	\$ 1,438,429.26
RECEIPTS FOR THE MONTH	\$ 36,566.78		\$ 36,566.78
ALBERTA DIRECT DEPOSIT	\$ 25,075.31		\$ 25,075.31
VOID	\$ 790.73		\$ 790.73
CCUBC /ROYAL/ATB /DEBIT- PAYMENTS	\$ 69,614.07		\$ 69,614.07
SERVUS CREDIT UNION - INTEREST	\$ 4,688.30		\$ 4,688.30
TERM INTEREST #47	\$ 1,648.96		\$ 1,648.96
TERM INTEREST #48	\$ 573.14	\$ -	\$ 573.14
TERM DEPOSIT		\$ -	\$ -
TRANSFER FROM GENERAL TO TERM		\$ -	
TRANSFER FROM TERM TO GENERAL	\$ -		\$ -
SUB-TOTAL	\$ 1,069,358.51	\$ 508,028.04	\$ 1,577,386.55
DISBURSEMENTS FOR THE MONTH	\$ 233,693.14		\$ 233,693.14
TRANSFER TO/FROM TERM	\$ -	\$ -	\$ -
BANK ERROR INTEREST			\$ -
			\$ -
DEBIT MACHINE & TRANSACTIONS	\$ 40.48		\$ 40.48
BANK CONFIRMATION FEE	\$ -		
SCHOOL PAYMENT	\$ 56,504.08		
	\$ -		\$ -
TRANSFER TO RECREATION BRD	\$ -		
BALANCE AT END OF MONTH	\$ 779,120.81	\$ 508,028.04	\$ 1,287,148.85
BANK BALANCE AT MONTH END	\$ 891,821.01	\$ 508,028.04	\$ 1,399,849.05
OUTSTANDING DAILY DEPOSITS	\$ 982.40		\$ 982.40
OUTSTANDING ONLINE/INTERAC	\$ 4,615.96		\$ -
OUTSTANDING DIR DEPOSITS	\$ -		
SUB-TOTAL	\$ 897,419.37	\$ 508,028.04	\$ 1,405,447.41
LESS OUTSTANDING CHEQUES	\$ 118,298.56		\$ 118,298.56
OUTSTANDING AUTO WITHDRAWALS			\$ -
BANK ERROR			
	\$ -		
	\$ -		
			\$ -
BALANCE AT END OF MONTH	\$ 779,120.81	\$ 508,028.04	\$ 1,287,148.85

THIS STATEMENT SUBMITTED TO COUNCIL

April 10, 2024

MAYOR

TOWN MANAGER

Audit Trail Code: CMADJ000000311
Chequebook ID: CREDIT UNION
Description: Credit Union General Account

Bank Statement Ending Balance: \$891,821.01
Bank Statement Ending Date: 2024-03-31
Cutoff Date: 2024-03-31

Statement Ending Balance	\$891,821.01
Outstanding Cheques (-)	\$118,298.56
Deposits in Transit (+)	\$5,598.36

Adjusted Bank Balance	\$779,120.81

Chequebook Balance as of Cutoff	\$779,120.81
Adjustments	\$0.00

Adjusted Book Balance	\$779,120.81

Difference	\$0.00
	=====

CAO

From: Tyler Gandam <president@abmunis.ca>
Sent: April 3, 2024 3:12 PM
To: CAO
Subject: Add your voice to call for independent local elections
Attachments: Political Parties - Member Messaging.docx

Hello Mayors, Councillors and CAOs,

Attached are key messages you can use in conversations with MLAs, media, and the public about the importance of keeping political parties out of local elections. The messages build on a letter we sent to the Minister of Municipal Affairs and Premier last week providing ways that trust and transparency in local elections can be increased without putting parties on the ballot.

During dialogue with the Minister and Premier at our recent Spring Municipal Leaders Caucus, they confirmed their intention to bring in legislation that would pave the way for political parties to formally participate in local elections along with an openness to receive alternative recommendations on how to improve the Local Authorities Election Act. Our recommendations focus on contribution limits, disclosure requirements, rules for third-party advertisers and ways to increase candidates understanding of the role of councils. More details on our recommendations can be found on our [Keep Local Elections Local Webpage](#).

We hope you will amplify our message by:

- Contacting your local MLA and addressing your concerns.
- Creating awareness about the topic with your residents by discussing it with your local news media and/or via social media posts.
- Passing a motion in council to draw attention to your official position on the proposed legislation.

ABmunis is also planning a media event the week of April 8-12.

Let's use our strength in members to raise awareness of the importance of local elections providing the opportunity for grassroots Albertans to have their say in how municipalities are run.

Sincerely,
Tyler Gandam | President

E: president@abmunis.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

POLITICAL PARTIES

Key Messages to Media, Public, and Provincial Officials



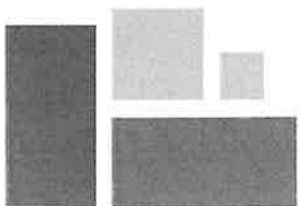
Updated April 2, 2024

Why non-partisan politics works at the municipal level

- Given the size of Alberta and Canada, political parties are necessary at the provincial and federal levels.
- Multiple surveys have shown that the majority of Albertans do not think political parties add value at the local level.
- Most issues faced by local elected officials (i.e., mayors, reeves, and councillors) are practical challenges that are **clearly not partisan**.
 - Snow clearing, safe drinking water, road repair, local transportation, fees for hockey arena use are examples of issues that are **clearly not partisan**.
- The current non-partisan system features an environment in which councillors are encouraged to listen to one another, consider alternative views, weigh the pros and cons, seek additional information, and debate issues before voting on them.
 - It encourages collaboration, compromise, and a willingness to find consensus on even the most difficult issues.
- A party-based system is likely to encourage councillors to stick to the positions of the political parties they represent, instead of listening to residents and considering the welfare of the municipality as a whole.
 - It will contribute to a more adversarial and combative environment on council in which councillors will vote along party lines.
- Divisions on municipal councils seem likely to inflame existing divisions among groups within communities and even between neighboring municipalities.
 - Politics does not need to be divisive.
 - The current non-partisan system encourages collaboration in our communities.
 - Albertans want to vote for candidates, not labels.

Recommendations to improve transparency & governance

- Alberta Municipalities' members share concerns about transparency and governance that were expressed by Municipal Affairs Minister Ric McIver and Premier Danielle Smith at our Spring Municipal Leaders' Caucus (MLC) in mid-March, but we do not believe the injection of political parties into local elections will improve things.



Connect

310.MUNI ■ hello@abmunis.ca ■ abmunis.ca

POLITICAL PARTIES

- In response to Premier Smith's March 15 request at Spring MLC for suggestions on how transparency and governance could be improved in municipal elections, ABmunis recommends the following actions be considered:
 - Limit donation amounts. Make changes to the *Local Authorities Election Act* (LAEA) to limit individual donation amounts to \$2,500 per candidate.
 - In recent reviews of Alberta's election rules, Albertans clearly signaled they want to see less money involved in local elections, not more.
 - A reduction in contribution limits would go a long way towards creating a more level playing field and ensuring large donors do not drown out the voices of grassroots Albertans.
 - Financial disclosure. Require candidates to file **pre-election disclosure statements** and strengthen disclosure requirements for **third-party advertisers**.
 - Voters should know who, be they individuals or like-minded groups, is donating money to candidates or indirectly supporting them through advertising.
 - Limits on campaign contributions to candidates should also be applied to third parties.
 - Update nomination form. We recommend **changes to the nomination form** that require candidates to confirm they understand the role of councillors as set out in the *Municipal Government Act* (MGA).
 - Education & resources for prospective candidates. Legislation alone cannot fix divisiveness and disfunction on municipal councils, so we are committed to working with the ministry and other associations to **provide education and resources** that support productive councils.
 - We want to avoid situations like the one that occurred recently in Chestermere, Alberta, where a slate of councillors disregarded their legislative duties to the detriment of their community.

Good Governance

- While political parties are an important part of the parliamentary system at the provincial and federal level, they are not a good fit with local government legislation and processes in Alberta regardless of size of municipality.
- The cities of Edmonton and Calgary follow the same governance rules as other municipalities.
- Caucus meetings and whipped votes go against rules set out by the province in the MGA.
- The MGA states in Part 5, Division 3 that councillors have the statutory duty to: "consider the welfare and interests of the municipality as a whole"
- Section 197(1) of the MGA specifies that council and council committees must meet in public.
- Furthermore, to deliver services efficiently and effectively to businesses and residents, councils must work collaboratively with the province and neighboring municipalities.
- Council members also have roles on quasi-judicial tribunals and service delivery boards
- For these reasons ABmunis believes partisanship would undermine the ability of councils to effectively fulfill their roles.

POLITICAL PARTIES

Survey Results

- Results from the Government of Alberta's November 2023 survey on proposed changes to the LAEA that were obtained through a reporter's FOIP request show that 70 per cent of Albertans are opposed to the introduction of political parties at the local level.
- A public opinion survey on the possible introduction of political parties at the municipal level was conducted by pollster Janet Brown for Alberta Municipalities in early September 2023, just six months ago.
 - ABmunis' survey found that **68 per cent** of Albertans were opposed to the idea.
 - More than **80 per cent** (81%) thought that municipal officials who are part of a political party would vote along party lines and not necessarily in the best interest of the community.
 - **Sixty-nine per cent** (69%) of respondents think that political parties would make municipal governments more divisive and less effective.

Trust and Integrity

- We recognize there is currently nothing preventing candidates from running on slates or for political parties, other than an historic lack of success.
- However, changes to legislation could be made that might make it easier for political parties or slates of candidates to raise funds. We know from previous reviews of the election rules that Albertans want to see less money involved in local elections, not more.
- Parties could also lead to money being raised in one part of the province being used to influence the election in another region. This would again take the focus away from keeping local elections local.
- The mandate letter from Premier Smith to Minister of Municipal Affairs McIver instructed him to collaborate with Minister of Justice Amery to review the LAEA and make recommendations for any necessary amendments to "strengthen public trust in and the integrity of our municipal election laws".
- We believe the best way to strengthen trust and integrity is to listen to Albertans when they say they do not want political parties at the local level.



ARENA OPERATIONS UPDATE

Submitted for April 10, 2024, Regular Meeting of Council

March 26, 2024 – Meeting with Bashaw Minor Hockey and Town Staff

The Arena Operations costs continue to increase, and staff are looking to implement an administrative/operational change. We are exploring the possibility of Contracting a Caretaker for the 2024 – 2025 season. This is an effort to reduce operating costs.

We will be coordinating with Arena Stakeholders to schedule use in a manner that will allow us to rent to non-local user groups. It is anticipated administration will be bringing forward the following:

1. Recommended increase to non-local user ice fees.
2. Reactivation of advertising campaign, in coordination with Bashaw Minor Hockey.
3. Recommend Council consider approaching Camrose County for increased financial contribution.
 - Administration will generate a summary of external users, to determine the possibility of other counties contributions.

These initiatives are still in process, and once confirmed, more information will be available.

It was a positive meeting, and we appreciate the opportunity to have productive conversations.

Meeting information:

The agenda was generated collectively between Volunteers and Staff. Some of the components were:

- Review of Arena Recreational Facilities and Allocation policy 24.10
- Review of Arena Use Agreement
- Review year to year financials.
- Damage deposits.
- Concession lease
- Payment policy
- Ice installation timeline.
- Tournaments
- Ice release.
- Play off scheduling.
- Cold weather policy
- Minor Hockey Concerns; staffing, verbal interactions with staff; procedure, volunteer issues, skate sharpening, and contract arena caretaker.
- Maintenance; ice creation, thickness, net protection for centennial room, banners, damages to the facility, clarification of electrical and fans, cleanliness.
- Centennial room agreement

		RECREATION		
	REVENUE	EXPENSE	NET PROFIT (-LOSS)	
2019	\$148,869.00	\$201,264.30	-\$52,395.30	
2020	\$87,666.92	\$186,389.62	-\$98,722.70	COVID
2021	\$99,299.84	\$212,069.29	-\$112,769.45	COVID
2022	\$130,881.66	\$227,074.62	-\$96,192.96	
2023	\$92,680.00	\$216,705.70	-\$124,025.70	
BUDGET 2024	\$92,330.00	\$225,298.60	-\$132,968.60	

PLEASE NOTE:

THESE REVENUES INCLUDE GRANTS FROM CAMROSE AND LACOMBE COUNTIES
AND REVENUE & EXPENSE FOR BALL DIAMONDS

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	April 10, 2024
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.1 Audit Extension Request

Background/Proposal:

All municipalities are required to complete their financial audits prior to April 30, 2024, and submit them prior to May 1 to Municipal Affairs.

The requirement to implement Asset Retirement Obligations has required additional time, resulting in the need to request an extension from the Minister of Municipal Affairs.

There are limited auditors within the province, capable of completing annual financial audits, this contributes to the delay.

Discussion/Options/Benefits/Disadvantages:

The ministry has implemented criteria for extension and a procedure, as attached.

Administration believes that the following criteria would apply:

“The municipality is subject to a material or significant restatement of the FS from the prior financial year.”

Costs/Source of Funding (if applicable)

No additional costs, we are requesting an extension to the end of May 2024.

Applicable Legislation:

MGA 276 (3).

Recommended Action:

Administration requests the following motion be passed:

WHEREAS the Town of Bashaw is subject to a material or significant restatement of the FS from the prior financial year, in the form of Asset Retirement Obligation requirements,

MOVED BY _____ to request an extension for the town of Bashaw financial statement submission to the end of May 2024.

Community Engagement Consideration:

The administration is willing to proceed upon council request.

Discussion Result:

Additional research Requested:

Financial Reporting Extension Requests

Evaluation Criteria

Time extensions to submit financial reporting, including the Financial Statements (FS) and Financial Information Return (FIR) may only be provided under the following criteria:

- ☒ The municipality or RSC was affected by a catastrophic event (e.g. major natural disaster or loss of municipal office).
- ☒ The chief administrative officer (CAO) and/or the chief financial officer (CFO) passed away or was on extended medical leave during the period between January 1 and May 1 of the year that the FIR or the FS are due.
- ☒ The CAO and/or the CFO position was vacant for more than a month in the municipality or RSC between January 1 and May 1 of the year that the FIR or the FS are due.
- ☒ A criminal investigation or forensic audit is taking place due to an occurrence of fraud in the municipality or RSC.
- ☒ An audit of the municipality or RSC by the Minister is taking place, or took place, between January 1 and May 1 of the year that the FIR or the FS are due.
- ☒ The municipality is a shareholder of a Municipally Controlled Corporation which has yet to submit their FS to the shareholder municipality(s), which are to be incorporated into the shareholder municipality(s)'s FS in order to be completed.
- ☒ The municipality or RSC is subject to a material or significant restatement of the FS from the prior financial year.

Extension requests outside of the specific criteria will not be approved.

Procedures to Request Extensions

Where a municipality or RSC requests an extension:

- ☒ The request must be:
 - ☒ emailed to ma.updates@gov.ab.ca;
 - ☒ received between April 1 and April 15 from the requesting municipality;
 - ☒ include a council/board resolution requesting the extension; and
 - ☒ clearly explain how the request meets the evaluation criteria.
- Requests received in the period indicated above will be reviewed by ministry staff to determine whether the request meets the evaluation criteria.
- For requests that meet the evaluation criteria, a time extension up to June 30th may be recommended for a ministerial order, and, if approved, will be sent out shortly after the May 1st reporting deadline.
- For requests that are not received in the period noted above, or that do not meet the evaluation criteria, the CAO will be informed by email that their request for a time extension is not accepted.

Multiple Extension Requests

Multiple time extension requests will not be accepted or approved.



Battle River School Division

4302 38 Street, Camrose, Alberta, Canada T4V 4B2 | Phone 780-672-6131 | www.brsd.ab.ca

RECEIVED

MAR 28 2024

March 27, 2024

Theresa Fuller, CAO
Town of Bashaw
Box 510, 5011 52 Ave
BASHAW AB T0B 0H0

Dear Theresa,

RE: JOINT USE AND PLANNING AGREEMENT – TOWN OF BASHAW / BRSD

Attached is a draft of a JUPA agreement between your municipality and the Battle River School Division. It is based on a template created by Parkland Community Planning Services.

When you get a chance, please review and provide your feedback. I request that any changes you make be identified so we can review them and provide you with our feedback. Feedback can be returned to iwalsh@brsd.ab.ca – thank you.

Yours truly,



Imogene Walsh, CPA, CGA, CSBO
Secretary-Treasurer

Encl.

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024

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 at least every four (4) years 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

The Parties hereby acknowledge that there is no Joint Use Space owned or operated by any of the Parties to this Agreement to be made available to one of the other Parties.

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 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 of 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 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 shall 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.

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.

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.

WATER SUPPLY & DISTRIBUTION				Base	Location	Months	Base Charge Revenue
MONTHLY	Bashaw Charge \$37.75 @ 415 Locations				415	12	\$ 187,995.00
	Est Consumption & Public Works						\$ 258,300.00
					Total Revenue		\$ 446,295.00
Water Supply & Distribution System Expenses							
				2023 Budget	2024 Budget		
	Fixed Costs:				ESTIMATES		\$ 50,091.87
2-41-00-110-00	Salaries & Wages	\$ 55,584.77	\$ 48,565.09		\$ 53,904.36		\$ 304,290.00
2-41-00-225-00	Memberships Relating to Water	\$ -	\$ 110.00		\$ 165.00		\$ 254,198.13
2-41-00-250-00	Repairs & Maintenance - Treatment	\$ 75,317.15	\$ 32,672.00		\$ 28,844.00		\$ 3.63
2-41-00-250-01	Repairs & Maintenance - Distribution				\$ -		
2-41-00-540-50	Water Supply & Distribution Power	\$ 13,016.20	\$ 12,500.00		\$ 13,500.00		
2-41-00-540-51	Water Supply & Distribution Natural Gas	\$ 7,225.75	\$ 7,800.00		\$ 8,000.00		
2-41-00-762-00	Contributed to Capital Functions - Water Meters						
2-41-00-140-00	Public Works Course Fees - Water	\$ 1,177.05	\$ 1,510.00		\$ 1,700.00		\$ 442,193.13
2-41-00-211-00	Travel and Subsistence	\$ 2,356.82	\$ 2,000.00		\$ 4,840.00		\$ 254,198.13
2-41-00-215-00	Freight, Postage, Phone	\$ 3,518.62	\$ 2,300.00		\$ 4,000.00		\$ 3.63
2-41-00-274-00	Insurance	\$ 10,504.36	\$ 10,504.36		\$ 11,329.77		
2-41-00-531-00	Chemicals & Salts Etc.						
2-41-00-510-00	General Goods & Supplies	\$ 21,131.24	\$ 10,620.00		\$ 11,620.00		
		\$ 189,831.96	\$ 128,581.45		\$ 137,903.13		
	2024 Consumption Charge per Cubic Metre		Price	Cost			Rate to remain the same.
2-41-00-350-00	Hwy 12 21 Water Purchase -	90,000	\$3.381	\$ 304,290.00			2024 rate \$ 3.69
	90,000 cubic metres @ \$3.381						INCREASE OF -1.59%
	Fixed Cost plus Water Purchase			\$ 442,193.13			
	Estimated Consumption -	70,000	\$ 3.690	\$ 258,300.00			
				\$ -			
				\$ 258,300.00			
	Total Revenue Less Expenses (Short)			\$ 4,101.87			

2024 Town of Bashaw Water Pricing Update
April 10, 2024

WATER SUPPLY & DISTRIBUTION				Base	Location	Months	Base Charge Revenue
MONTHLY	Bashaw Charge \$37.75 @ 415 Locations			\$ 37.75	415	12	\$ 187,995.00
	Est Consumption & Public Works						\$ -
	WATER REVENUE				Total Revenue		\$ 187,995.00
1-41-00-300-00	Line Inspections	2019	2020	2021	2022		\$ -
		\$3,398.61	\$5,589.85	\$ 4,276.35	\$ 1,367.52		\$ -
1-41-00-410-00	Sale of Water	\$319,204.46	\$377,486.20	\$ 415,972.68	\$ 413,389.95		\$ 405,160.91
	TOTAL	\$322,603.07	\$383,076.05	\$ 420,249.03	\$ 414,757.47		\$ 405,160.91
1-41-00-590-00	Hwy 12/ 21 True Up	\$17,066.24	\$8,665.51	\$7,138.21	\$ -		\$ -
Water Supply & Distribution System Expenses							
		2019 Actual	2020 Actual	2021 Actual	2022 Actual		2023 Actual
	Fixed Costs:						
2-41-00-110-00	Salaries & Wages	\$ 51,498.82	\$ 45,003.26	\$ 61,490.02	\$ 41,996.90		\$ 55,584.77
2-41-00-225-00	Memberships Relating to Water	\$ 57.14	\$ 57.14	\$ 85.71	\$ 90.48		\$ -
2-41-00-250-00	Repairs & Maintenance - Treatment	\$ 38,318.58	\$ 20,038.59	\$ 8,551.14	\$ 9,078.05		\$ 55,263.90
2-41-00-250-01	Repairs & Maintenance - Distribution						
2-41-00-540-50	Campus Energy Power	\$ 11,458.27	\$ 11,554.43	\$ 12,146.41	\$ 11,290.34		\$ 13,016.20
2-41-00-540-51	Water Supply & Distribution Natural Gas	\$ 4,335.02	\$ 4,601.30	\$ 7,101.90	\$ 6,611.42		\$ 7,225.75
2-41-00-762-00	Contributed to Capital Functions - Water Meters						
2-41-00-140-00	Public Works Course Fees - Water	\$ 165.00	\$ 166.07	\$ 727.50	\$ 345.00		\$ 1,177.05
2-41-00-211-00	Travel and Subsistence	\$ 573.87	\$ 701.57	\$ 1,225.47	\$ 1,315.60		\$ 2,356.82
2-41-00-215-00	Freight, Postage, Phone	\$ 2,108.05	\$ 3,240.92	\$ 3,758.18	\$ 2,204.94		\$ 3,518.62
2-41-00-274-00	Insurance	\$ 12,548.17	\$ 5,470.04	\$ 9,594.98	\$ 10,254.47		\$ 10,504.36
2-41-00-531-00	Chemicals & Salts Etc.				\$ 1,259.28		
2-41-00-510-00	General Goods & Supplies	\$ 19,987.16	\$ 26,934.42	\$ 13,478.22	\$ 6,863.09		\$ 21,131.24
2-41-00-350-00	Water Purchase	\$ 274,058.12	\$ 272,420.47	\$ 327,343.28	\$ 320,058.31		\$ 317,451.71
2-41-00-990-00	Water Adjustments	\$ 306.87	58.54				
		\$ 415,415.07	\$ 390,246.75	\$ 445,502.81	\$ 411,367.88		\$ 487,230.42
	DIFFERENCE BETWEEN REVENUE & EXPENSES	-\$92,812.00	-\$7,170.70	\$ 25,253.78	\$ 3,389.59		-\$ 82,069.51
		2019	2020	2021	2022		2023
	Water purchased	Cubes	Cubes	Cubes	Cubes		Cubes
2-41-00-350-00	Hwy 12 21 Water Purchase	99,000	89,172	107,151	101,735		94,790
	Price per cube to purchase	2.960	3.055	3.055	3.146		3.349
		\$293,040.00	\$272,420.46	\$ 327,346.31	\$ 320,058.31		\$317,451.71

Town of Bashaw
General Ledger

Ranges:		From:		To:		Subtotal By:		No Subtotals		Include:		Posting	
Date:		2024-01-01		2024-12-31		Sorted By:		Segment1					
Account:		2-41-00-250-00		2-41-00-250-00									
Trx Date		Jrnl No.	Orig. Audit Trail	Distribution Reference		Description:		Repairs & Maintenance - Treatment		Beginning Balance:			
						Orig. Master Number	Orig. Master Name					Debit	Credit
2024-01-29	93,651	PMTRX000001570	Purchases			66681	NORDIC MECHANICAL SERVICES LTD.					\$209.10	
2024-01-29	93,657	PMTRX000001570	LIFT 2 FAULTY ALARM & CONTROL			5246	EAST COUNTRY ELECTRIC					\$884.23	
2024-02-16	94,007	PMTRX000001573	JAN 2024 LEAK - LINE LOCATES			5913	ACE LINE LOCATING LTD.					\$600.00	
2024-02-16	94,010	PMTRX000001573	NORDIC WTP MONTHLY			68435	NORDIC MECHANICAL SERVICES LTD.					\$209.10	
2024-02-16	94,018	PMTRX000001573	JAN2024 WATER BREAK-WASHEDROCK			BC31952	BASHAW CONCRETE					\$571.92	
2024-02-16	94,025	PMTRX000001573	JAN 2024 WATER LEAK-ENGINEER			20343	TAGISH ENGINEERING LTD.					\$1,067.10	
2024-02-16	94,026	PMTRX000001573	JAN2024 WATERBREAK-WASHEDROCK			BC31967	BASHAW CONCRETE					\$642.00	
2024-02-16	94,027	PMTRX000001573	JAN2024 WATERBREAK-WASHEDROCK			BC31971	BASHAW CONCRETE					\$642.00	
2024-02-29	94,276	PMTRX000001579	WATERMAIN BREAK REPAIR FEB2024			3568	GRAYSON EXCAVATING LTD					\$16,889.16	
2024-03-20	94,552	PMTRX000001581	Purchases			70246	NORDIC MECHANICAL SERVICES LTD.					\$209.10	
2024-03-20	94,566	PMTRX000001581	WATER BREAK JAN 2024			20382	TAGISH ENGINEERING LTD.					\$657.72	
2024-03-20	94,572	PMTRX000001581	WATER BREAK JAN 2024			W037	ENVIRO TRACE LTD					\$14,374.28	
2024-03-20	94,581	PMTRX000001581	WATER BREAK JAN 2024			18785	NU-EDGE CONSTRUCTION					\$24,451.80	
Totals:						Net Change		Ending Balance					
Account: 2-41-00-250-00						\$61,407.51		\$61,407.51				\$61,407.51	
Grand Totals:						Accounts		Beginning Balance		Net Change		Ending Balance	
						1		\$0.00		\$61,407.51		\$61,407.51	
												Debit	
												\$61,407.51	
												Credit	
												\$0.00	

Approved: yes /no Motion # _____

Account Code: _____

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	April 10, 2024
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.2 GIC Interest to Reserve

Background/Proposal:

Interest earned on the GIC's is deposited into the town's operating account.

The GIC's have earned the following interest:

Operating GIC \$ 5,356.92

Capital GIC \$ 18, 175.47

Discussion/Options/Benefits/Disadvantages:

It is recommended to move the interest into the GIC.

Costs/Source of Funding (if applicable)

Interest from GIC, moving it from the operating account to the applicable GIC Reserve.

Applicable Legislation:

MGA 250

Recommended Action:

Administration requests the following motion be passed:

MOVED BY _____ to move \$5,357.00 to the Water – Restricted for Operating restricted surplus.

MOVED BY _____ to move \$18,176.00 to the Roads, streets, equipment – Restricted for Capital restricted surplus.

Community Engagement Consideration:

The administration is willing to proceed upon council request.

Discussion Result:

Additional research Requested:

TOWN OF BASHAW

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

10. RECLAMATION LIABILITY

The town has an obligation to reclaim a gravel pit. The amount recorded is an estimate made by management of the costs associated with reclamation.

11. ACCUMULATED SURPLUS

Accumulated surplus consists of restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2022	2021
Unrestricted surplus (deficit)	\$ 1,619,620	\$ 1,518,869
Equity in tangible capital assets (Note 13)	11,363,686	11,773,597
Restricted surplus (Note 12)	<u>495,328</u>	<u>565,777</u>
	<u>\$ 13,478,634</u>	<u>\$ 13,858,243</u>

12. RESTRICTED SURPLUS

	2021	Increases	Decreases	2022
Restricted for Operating:				
Administration	\$ 10,536	\$ 61,100	\$ 49,358	\$ 22,278
Cemetery	22,102	-	-	22,102
Culture	3,644	-	-	3,644
Fire	14,656	-	-	14,656
Parks	14,276	-	-	14,276
Roads and streets	7,843	40,538	31,091	17,290
Water	8,440	-	-	8,440
Waste water	<u>5,645</u>	<u>10,000</u>	<u>-</u>	<u>15,645</u>
	<u>87,142</u>	<u>111,638</u>	<u>80,449</u>	<u>118,331</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	127,692	-	101,638	26,054
Tourism	3,659	-	-	3,659
Water infrastructure	111,692	-	-	111,692
Wastewater infrastructure	<u>102,321</u>	<u>-</u>	<u>-</u>	<u>102,321</u>
	<u>478,635</u>	<u>-</u>	<u>101,638</u>	<u>376,997</u>
Total	<u>\$ 565,777</u>	<u>\$ 111,638</u>	<u>\$ 182,087</u>	<u>\$ 495,328</u>