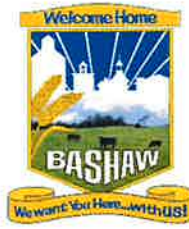




**REGULAR MEETING OF COUNCIL
A G E N D A
Wednesday October 16, 2024, 6:00 pm
Council Chamber & Zoom Access**

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. PUBLIC HEARINGS
4. DELEGATIONS
 - 4.1 Information on Wildland Fire Responses – Dean Clark, Regional Technical Advisor - Public Safety & Emergency Services
5. APPROVAL OF MINUTES
 - 5.1 Minutes of the October 2, 2024, Regular Meeting of Council
6. CONSENT AGENDA
 - 6.1 Town of Bashaw September 30, 2024, Monthly Statement
 - 6.2 Balance Variance Report – September 30, 2024
 - 6.3 Water Reconciliation Report
7. NEW & UNFINISHED BUSINESS
 - 7.1 Joint Use & Planning Agreement
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Land – Lot Purchase offer – FOIP Section 24
 - 10.2 Legal – Intermunicipal Collaboration Framework – FOIP Section 23
 - 10.3 Personnel – Confidential Evaluation – FOIP Section 19
11. NOTICES OF MOTION
12. NEXT MEETING: November 6 & 20, 2024, Regular Meeting of Council – 6:00 pm
13. ADJOURNMENT



**REGULAR MEETING OF COUNCIL
MINUTES
October 2, 2024, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:305 pm), Councillor McIntosh (5:50 pm), Deputy Mayor Orom (5:59 pm),
Councillor Northey (5:50 pm), Councillor Gust (5:50 pm),

Council by Zoom: Mayor McDonald (5:58 pm)

Absent with notice: Public Works Foreman Taylor

Recording Secretary: Secretary Morrison (5:30 pm)

Public: Deputy Fire Chief Alec Dubitz (6:02 pm), Fire Chief -Dustin Hemmingson (6:04 pm)

Public Zoom: Assistant Chief Dennis Jones (6:12 pm), Alexa Roorda (6:05 pm)

Press by zoom: Kevin Sabo (6:05 pm)

1. CALL TO ORDER by Deputy Mayor Orom at 6:00 pm.

2. ADOPTION OF AGENDA

MOVED by Councillor Northey to approve the October 2, 2024, Regular Meeting of Council Agenda
MOTION #159-2024 **CARRIED**

3. PUBLIC HEARINGS – none

4. DELEGATIONS - none

5. APPROVAL OF MINUTES

5.1 Minutes of the September 18, 2024, Regular Meeting of Council

MOVED by Councillor McIntosh to approve the minutes of the September 18, 2024, Regular Meeting of Council.
MOTION #160-2024 **CARRIED**

6. CONSENT AGENDA

6.1 Council Committee Reports

6.2 CAO Report

6.3 Taxervice – 2023 Notifications

7. NEW & UNFINISHED BUSINESS

7.1 Parkland Regional Library 2025 Budget

MOVED by Councillor Gust to accept the Parkland Regional Library 2025 Budget as presented.
MOTION #161-2024 **CARRIED**

7.2 Direct Control Districts review & Land Use Bylaw/Municipal Development Plan Amendments

MOVED by Councillor McIntosh to approve Proposal B for Town of Bashaw Direct Control Districts Review and Land Use Bylaw/Municipal Development Plan Amendments for \$6,500.00 to be funded from Unrestricted cash surplus.

MOTION #162-2024

CARRIED

7.3 Memorandum of Understanding – Family & Community Support Services Camrose County Contribution Funding Agreement

MOVED by Councillor Northey to request an Intermunicipal Committee meeting with Camrose County, as referenced in the Intermunicipal Collaboration framework agreement between Camrose County and the Town of Bashaw.

MOTION #163-2024

CARRIED

MOVED by Councillor Gust that; Councillor Northey, Councillor McIntosh, or Mayor McDonald attend the Intermunicipal Committee meeting with a minimum of any two of the three named Council members.

MOTION #164-2024

CARRIED

7.4 RCMP Charity Hockey Game – Request Ice Rental Fee be Waived

MOVED by Councillor Northey to waive the Town of Bashaw Arena ice rental fees for the Bashaw RCMP Annual Charity Hockey Game, to be held on January 17, 2025, at the Bashaw Arena.

MOTION #165-2024

CARRIED

7.5 Bylaw 829-2024 – Amending Master Rates & Schedules Bylaw – Potable, Non-potable, and paper fee for Utilities.

MOVED by Councillor McIntosh to approve first reading of Bylaw 829-2024 amending By-law #760-2014 Master Rates and Schedules; Appendix A, Changes to bulk water fees & implement paper charge for utility bills.

MOTION #166-2024

CARRIED

MOVED by Councillor Northey to approve second reading of Bylaw 829-2024 amending By-law #760-2014 Master Rates and Schedules; Appendix A, Changes to bulk water fees & implement paper charge for utility bills.

MOTION #167-2024

CARRIED

MOVED by Mayor McDonald to approve unanimous consent to go to third and final reading of Bylaw 829-2024 amending By-law #760-2014 Master Rates and Schedules; Appendix A, Changes to bulk water fees & implement paper charge for utility bills.

MOTION #168-2024

CARRIED

MOVED by Councillor Gust to approve third and final reading of Bylaw 829-2024 amending By-law #760-2014 Master Rates and Schedules; Appendix A, Changes to bulk water fees & implement paper charge for utility bills.

MOTION #169-2024

CARRIED

8. COMMITTEE REPORTS – none

9. CORRESPONDENCE ITEMS – none

MOVED by Councillor McIntosh to enter Closed Meeting of Council for 10.1 Legal – Fire Department – FOIP Section 23 at 6:26 pm

MOTION #170-2024

CARRIED

Press- Kevin Sabo left the meeting at 6:26 pm.

Public-Alexa Roorda left the meeting at 6:26 pm.

Secretary Morrison left the meeting at 6:27 pm.

10. CLOSED MEETING OF COUNCIL

10.1 Legal – Fire Department – FOIP Section 23

Fire Chief D. Hemmingson, Deputy Chief A. Dubitz, and Assistant Chief D. Jones left the meeting at 7:20 pm.

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 8:00 pm.

MOTION #171-2024

CARRIED

MOVED by Councillor McIntosh to add Fire Agreements to the Intermunicipal Committee meeting with Camrose County and the Town of Bashaw.

MOTION #172-2024

CARRIED

MOVED by Councillor McIntosh to request the Fire Department arrange a presentation from Dean Clarke from the Alberta Emergency Management Agency to provide more information regarding deployment of Fire fighters and equipment to support disaster response in other municipalities.

MOTION #173-2024

CARRIED

11. NEXT MEETING - Organizational Meeting, Regular Meeting to follow – October 16, 2024 – 6:00 pm

12. ADJOURNMENT - Mayor McDonald adjourned the meeting at 8:05 pm.

CHIEF ELECTED OFFICIAL, Rob McDonald

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller

**TOWN OF BASHAW
MONTHLY STATEMENT
September 30, 2024**

DESCRIPTION	GENERAL ACCOUNT	TERM DEPOSIT	TOTAL
BALANCE AT END OF PREV MONTH	\$ 1,356,147.99	\$ 546,561.04	\$ 1,902,709.03
RECEIPTS FOR THE MONTH	\$ 37,119.17		\$ 37,119.17
ALBERTA DIRECT DEPOSIT	\$ 17,068.16		\$ 17,068.16
VOID	\$ 2,658.37		\$ 2,658.37
CCUBC /ROYAL/ATB /DEBIT- PAYMENTS	\$ 75,031.42		\$ 75,031.42
SERVUS CREDIT UNION - INTEREST	\$ 5,334.42		\$ 5,334.42
TERM INTEREST #49	\$ 1,560.65		\$ 1,560.65
TERM INTEREST #51	\$ 597.89	\$ -	\$ 597.89
TERM DEPOSIT		\$ -	\$ -
TRANSFER FROM GENERAL TO TERM		\$ -	
TRANSFER FROM TERM TO GENERAL	\$ -		\$ -
SUB-TOTAL	\$ 1,495,518.07	\$ 546,561.04	\$ 2,042,079.11
DISBURSEMENTS FOR THE MONTH	\$ 147,284.07		\$ 147,284.07
TRANSFER TO/FROM TERM	\$ -	\$ -	\$ -
BANK ERROR INTEREST			\$ -
			\$ -
DEBIT MACHINE & TRANSACTIONS	\$ 40.43		\$ 40.43
BANK CONFIRMATION FEE	\$ -		
SCHOOL PAYMENT	\$ 55,633.76		
	\$ -		\$ -
TRANSFER TO RECREATION BRD	\$ -		
BALANCE AT END OF MONTH	\$ 1,292,559.81	\$ 546,561.04	\$ 1,839,120.85
BANK BALANCE AT MONTH END	\$ 1,460,276.07	\$ 546,561.04	\$ 2,006,837.11
OUTSTANDING DAILY DEPOSITS	\$ 600.63		\$ 600.63
OUTSTANDING ONLINE/INTERAC	\$ 3,677.47		\$ -
OUTSTANDING DIR DEPOSITS	\$ -		
SUB-TOTAL	\$ 1,464,554.17	\$ 546,561.04	\$ 2,011,115.21
LESS OUTSTANDING CHEQUES	\$ 171,994.36		\$ 171,994.36
OUTSTANDING AUTO WITHDRAWALS			\$ -
BANK ERROR			
	\$ -		
	\$ -		
			\$ -
BALANCE AT END OF MONTH	\$ 1,292,559.81	\$ 546,561.04	\$ 1,839,120.85

\$ 136,711.71

THIS STATEMENT SUBMITTED TO COUNCIL

OCT 16, 2024

MAYOR

TOWN MANAGER

System: 2024-10-02 3:02:35 PM
User Date: 2024-09-30

Town of Bashaw
RECONCILIATION POSTING JOURNAL
Bank Reconciliation

Page: 1
User ID: Finance

Audit Trail Code: CMADJ00000317
Chequebook ID: CREDIT UNION
Description: Credit Union General Account

Bank Statement Ending Balance: \$1,460,276.07
Bank Statement Ending Date: 2024-09-30
Cutoff Date: 2024-09-30

Statement Ending Balance	\$1,460,276.07
Outstanding Cheques (-)	\$171,994.36
Deposits in Transit (+)	\$4,278.10

Adjusted Bank Balance	\$1,292,559.81

Chequebook Balance as of Cutoff	\$1,292,559.81
Adjustments	\$0.00

Adjusted Book Balance	\$1,292,559.81

Difference	\$0.00
	=====

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH TRANSACTION...	@ YR YTD	@ YR BUDGET	AMOUNT LEFT	PERCENT USED
REVENUES							
TAXES							
1-00-00-110-00	Residential	(602,116.66)		(623,560.69)	(623,635.83)	(75.14)	100%
1-00-00-110-01	Non-Residential	(172,534.11)		(179,506.67)	(179,944.34)	(437.67)	100%
1-00-00-110-03	Machinery and Equipment	(19,118.94)		(19,968.85)	(19,968.85)		100%
1-00-00-110-04	Linear	(23,323.70)		(23,779.94)	(23,779.94)		100%
1-00-00-110-05	Railway	(1,885.00)		(1,829.12)	(1,829.12)		100%
1-00-00-110-06	Farmland	(139.17)		(134.45)	(134.45)		100%
1-00-00-110-08	Camrose & District Lodge Authority	(1,613.44)		(2,691.82)	(2,693.31)	(1.49)	100%
1-00-00-110-09	Alberta School Foundation - ASFF	(225,987.78)		(224,699.87)	(224,858.17)	(158.30)	100%
1-00-00-110-10	Designated Industrial Properties (DIP)	(176.71)		(188.26)	(188.26)		100%
1-00-01-110-00	Residential Grants in Lieu	(2,327.30)		(2,415.92)	(2,415.92)		100%
1-00-01-110-01	Non-Residential Grants in Lieu	(18,290.90)		(16,001.96)	(17,995.91)	(1,993.95)	89%
		(1,067,513.71)		(1,094,777.55)	(1,097,444.10)	(2,666.55)	100%
OTHER REVENUE FROM OWN SOURCES							
1-00-00-510-00	Penalties and Costs on Taxes	(34,154.41)		(37,666.27)	(34,000.00)	3,666.27	111%
1-00-00-530-00	Fines Issued	(2,834.00)		(326.00)	(2,500.00)	(2,174.00)	13%
1-00-00-540-00	Franchise Fees	(61,160.45)	(3,940.79)	(52,421.73)	(63,636.00)	(11,214.27)	82%
1-00-00-550-00	Return on Investments	(86,943.86)	(7,546.17)	(37,598.43)	(51,000.00)	(13,401.57)	74%
		(185,092.72)	(11,486.96)	(128,012.43)	(151,136.00)	(23,123.57)	85%
NON FUNCTIONAL REVENUE							
1-00-00-910-00	Reserves Transferred to Operating				(59,000.00)	(59,000.00)	0%
					(59,000.00)	(59,000.00)	0%
CONDITIONAL GRANTS							
1-00-00-840-00	Provincial Conditional Grant	(92,118.00)		(118,190.00)	(118,190.00)		100%
		(92,118.00)		(118,190.00)	(118,190.00)		100%
UNCONDITIONAL GRANTS							
TOTAL GENERAL MUNICIPAL		(1,344,724.43)	(11,486.96)	(1,340,979.98)	(1,425,770.10)	(84,790.12)	94%
GENERAL ADMINISTRATIVE REVENUES							
1-12-00-410-00	General Services and Supplies Revenues	(2,619.70)	(647.86)	(2,632.27)	(2,500.00)	132.27	105%
1-12-00-520-00	Licenses and Permits	(75.20)		(1,098.60)	(100.00)	998.60	1099%
1-12-00-560-00	Rentals and Lease Revenue	(18,862.62)	(5,931.05)	(18,088.33)	(18,800.00)	(711.67)	96%
1-12-00-590-00	Other Revenue	(5,133.80)		(1,005.80)	(3,000.00)	(1,994.20)	34%
		(26,691.32)	(6,578.91)	(22,825.00)	(24,400.00)	(1,575.00)	94%
FIRE FIGHTING & PREVENTIVE SERVICES							
1-23-00-400-00	County Fire Fighting Responses	(24,747.35)	(1,717.18)	(11,744.78)	(16,900.00)	(5,155.22)	69%
1-23-00-400-01	Motor Vehicle Responses	(6,684.37)		(501.56)	(2,400.00)	(1,898.44)	21%
1-23-00-400-04	Fire Expenses Recovered	(66,716.74)		(1,871.25)	(3,500.00)	(1,628.75)	53%
1-23-00-560-00	In Town Fire Revenue	(8,465.98)	(3,690.00)	(5,683.75)	(4,000.00)	1,683.75	142%
1-23-00-590-00	Other Revenue - Gifts/Donations	(5,000.00)		(100.00)		100.00	0%
1-23-00-840-00	Grants from Provincial Government			(12,879.00)	(12,879.00)		100%
1-23-00-850-00	Annual County Shared Service Funding	(26,231.99)		(26,700.63)	(26,700.63)		100%
1-23-00-850-01	Annual Training Shared Service Funding	(1,000.00)		(1,000.00)	(1,000.00)		100%
1-23-00-850-02	Annual Pager Maintenance Shared Service Funding	(500.00)		(500.00)	(500.00)		100%
1-23-00-850-03	Annual Firefighter Shared Service Funding	(1,751.28)		(1,689.18)	(1,680.00)	9.18	101%
1-23-00-850-04	Annual Personal Protective Eqpt. Shared Service	(3,842.00)			(3,800.00)	(3,800.00)	0%
1-23-00-850-06	Annual County Funding Emergency Dispatch	(5,830.14)		(5,830.14)	(5,831.00)	(0.86)	100%
1-23-00-860-00	Grants From Private Organizations				(15,000.00)	(15,000.00)	0%
		(150,769.85)	(5,407.18)	(68,500.29)	(94,190.63)	(25,690.34)	73%
DISASTER SERVICES & EMERGENCY MEASURES							
AMBULANCE SERVICES							
BYLAW SERVICES							
1-26-00-520-00	Building Permit Fees	(3,292.98)	(86.63)	(1,031.41)	(3,000.00)	(1,968.59)	34%
1-26-00-525-00	Animal Licenses & Fines	(3,266.33)		(2,808.40)	(3,000.00)	(191.60)	94%
		(6,559.31)	(86.63)	(3,839.81)	(6,000.00)	(2,160.19)	64%
SHOP							
ROADS, STREETS, WALKS, LIGHTING							
1-32-00-560-00	Equipment Rental	(820.00)		(120.00)	(1,000.00)	(880.00)	12%
1-32-00-590-00	Other Revenues	(547.60)	(11,768.15)	(14,543.66)	(1,000.00)	13,543.66	1454%
1-32-00-780-00	GAIN/LOSS ON TCA	(7,448.69)					0%
1-32-00-840-00	Provincial Conditional Grants	(105,941.00)					0%
		(114,757.29)	(11,768.15)	(14,663.66)	(2,000.00)	12,663.66	733%
AIRPORT							
1-33-00-560-00	Hay Revenue - Airport	(1,360.59)		(1,360.59)	(1,360.59)		100%

*Sale of
- Tundra Truck
- Street Sweeper.*

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...		@ YR	@ YR	AMOUNT LEFT	PERCENT USED
		TRANSACTION	@ MONTH	YTD	BUDGET		
1-33-00-561-00	Airport Hangar Lease	(800.00)		(800.00)	(800.00)		100%
		(2,160.59)		(2,160.59)	(2,160.59)		100%
WATER SUPPLY & DISTRIBUTION							
1-41-00-410-00	Sale of Water (Bills)	(405,160.91)	(693.96)	(304,319.84)	(446,295.00)	(141,975.16)	68%
1-41-00-411-00	Sale of Water (Bulk)	(11,986.00)	(810.00)	(11,951.00)	(9,000.00)	2,951.00	133%
1-41-00-590-00	Other Revenue	(730.00)		(8,744.59)	(8,654.59)	90.00	101%
1-41-00-830-00	Federal Conditional Grant	(38,252.45)					0%
		(456,129.36)	(1,503.96)	(325,015.43)	(463,949.59)	(138,934.16)	70%
SANITARY SEWAGE SERVICES & TREATMENT							
1-42-00-239-00	Septic Receiving Station - NO GST	(12,137.27)	(1,815.54)	(9,451.59)	(11,500.00)	(2,048.41)	82%
1-42-00-410-00	Sewage Services Fees and Charges	(103,297.40)	(55.00)	(86,001.88)	(115,000.00)	(28,998.12)	75%
1-42-00-590-00	Other Sewer Revenue	(167.62)		120.00	(200.00)	(320.00)	-60%
1-42-00-590-01	Flusher Truck	(6,625.91)					0%
1-42-00-830-00	Federal Conditional Grants	(34,141.41)					0%
		(156,369.61)	(1,870.54)	(95,333.47)	(126,700.00)	(31,366.53)	75%
GARBAGE COLLECTION & DISPOSAL							
1-43-00-410-00	Garbage Coll. & Disp. & Other Charges	(72,399.25)	(48.95)	(55,136.93)	(85,100.00)	(29,963.07)	65%
		(72,399.25)	(48.95)	(55,136.93)	(85,100.00)	(29,963.07)	65%
RECYCLING REVENUE							
1-44-00-410-00	Recycling Revenue	(1,000.00)					0%
		(1,000.00)					0%
UTILITY PENALTIES							
1-45-00-510-00	Utility Penalty	(11,521.87)	(1,000.87)	(6,689.35)	(12,000.00)	(5,310.65)	56%
		(11,521.87)	(1,000.87)	(6,689.35)	(12,000.00)	(5,310.65)	56%
FAMILY & COMMUNITY SUPPORT SERVICES							
1-51-00-840-01	F.C.S.S. Provincial Conditional Grant	(25,382.70)		(19,244.20)	(25,698.53)	(6,454.33)	75%
1-51-00-850-01	F.C.S.S. Camrose County Requisition	(28,144.12)		(31,625.89)	(31,625.89)		100%
		(53,526.82)		(50,870.09)	(57,324.42)	(6,454.33)	89%
CEMETERIES & CREMATORIUMS							
1-56-00-410-00	Cemetery Revenue	(4,463.65)		(4,595.00)	(3,500.00)	1,095.00	131%
		(4,463.65)		(4,595.00)	(3,500.00)	1,095.00	131%
MUNICIPAL PLANNING, ZONING & DEVELOPMENT							
1-61-00-520-00	Development Permits	(1,840.00)	(190.00)	(1,005.00)	(1,800.00)	(795.00)	56%
1-61-00-840-00	Economic Development - Provincial Grant			(90,000.00)	(90,000.00)		100%
		(1,840.00)	(190.00)	(91,005.00)	(91,800.00)	(795.00)	99%
TOURISM							
1-62-00-410-00	Sale of Promotional Items	(20.00)		(5.81)		5.81	0%
		(20.00)		(5.81)		5.81	0%
SUBDIVISION LAND & DEVELOPMENT							
1-66-00-464-00	Sales of Land			(10,000.00)		10,000.00	0%
				(10,000.00)		10,000.00	0%
RENTAL BUILDINGS							
1-69-00-560-01	Office Rent	(6,559.62)	(404.00)	(6,072.03)	(6,559.62)	(487.59)	93%
		(6,559.62)	(404.00)	(6,072.03)	(6,559.62)	(487.59)	93%
RECREATION FACILITIES & PROGRAMS							
1-71-00-410-12	Ball Diamond Revenue	(1,875.27)		(1,841.90)	(1,400.00)	441.90	132%
1-71-00-410-20	Skate Sharpening Revenue	(119.02)		(28.56)	(120.00)	(91.44)	24%
1-71-00-410-21	Ice Revenue - Minor Hockey	(42,021.41)		(23,335.70)	(42,600.00)	(19,264.30)	55%
1-71-00-410-22	Ice Revenue - Figure Skating	(7,114.27)		(4,425.00)	(7,110.00)	(2,685.00)	62%
1-71-00-410-23	Ice Revenue - Senior Hockey	(4,583.31)		(1,650.00)	(4,500.00)	(2,850.00)	37%
1-71-00-410-24	Ice Revenue - Private Rentals	(233.34)		(202.38)	(200.00)	2.38	101%
1-71-00-410-26	Arena - Summer Recreation Revenue	(228.57)		(114.29)	(200.00)	(85.71)	57%
1-71-00-590-20	Other Revenues	(14,268.50)		(687.62)	(3,000.00)	(2,312.38)	23%
1-71-00-850-00	Conditional Grants from Other Local Govt	(45,278.17)		(35,781.06)	(33,000.00)	2,781.06	108%

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH	@ YR	@ YR	AMOUNT	PERCENT
		TRANSACTION...	YTD	BUDGET	LEFT	USED	
1-71-00-410-25	Ice Revenue - Other	(442.85)			(200.00)	(200.00)	0%
1-71-00-410-27	Ice rental - FUN HOCKEY	(900.00)					0%
1-71-00-830-00	Conditional Grants-Federal	(52,078.66)					0%
1-71-00-840-00	Provincial Conditional Grant	(18,824.00)					0%
1-71-01-410-21	Minor Hockey - Visitors	(690.46)					0%
PARKS		(188,657.83)		(68,066.51)	(92,330.00)	(24,263.49)	74%
1-72-00-400-00	Parks Revenue	(6,709.26)		(3,102.62)	(5,000.00)	(1,897.38)	62%
1-72-00-860-00	Grants - Other Organizations	(200.00)					0%
		(6,909.26)		(3,102.62)	(5,000.00)	(1,897.38)	62%
COMMUNITY CENTRE							
MUSEUM							
ANNIVERSARY/CENTENNIAL REVENUE							
OPERATING CONTINGENCIES RESERVES							
TOTAL MUNICIPAL & ADMINISTRATIVE REVENUE		(2,605,060.06)	(40,346.15)	(2,168,861.57)	(2,498,784.95)	(329,923.38)	87%

EXPENSES

COUNCIL & OTHER LEGISLATIVE

2-11-00-130-40	Canada Pension Plan - Councillors	1,200.86		599.93	1,300.00	700.07	46%
2-11-00-130-44	AMSC Insurance & Health Benefits - Council	789.45		671.55	850.00	178.45	79%
2-11-00-151-00	Meeting Fees - Council	22,142.86		11,071.43	22,500.00	11,428.57	49%
2-11-00-211-00	Travel, Subsistence & Course Fees - Council	150.00					0%
2-11-00-510-00	Council Supplies	336.49	216.46	259.09	500.00	240.91	52%
2-11-00-770-00	Community Contributions	6,984.50		5,157.93	7,795.00	2,637.07	66%
		31,604.16	216.46	17,759.93	32,945.00	15,185.07	54%

GENERAL ADMINISTRATION & OTHER

2-12-00-110-00	Salaries - Office Staff	180,090.24	14,484.98	134,008.81	181,050.80	47,041.99	74%
2-12-00-130-40	Employer Cost CPP	10,685.78	726.69	9,034.43	11,302.08	2,267.65	80%
2-12-00-130-41	Employer Cost Employment Insurance	3,477.26	186.78	2,958.42	3,768.18	809.76	79%
2-12-00-130-43	Employer Cost LAPP	16,123.85	1,386.96	14,055.88	18,174.24	4,118.36	77%
2-12-00-130-44	Employer Cost - AMSC	11,133.43		11,711.54	13,631.51	1,919.97	86%
2-12-00-130-45	Workers Compensation	4,640.78	1,180.11	4,430.92	4,706.84	275.92	94%
2-12-00-130-46	R.R.S.P. Contribution		75.24	564.30	709.80	145.50	80%
2-12-00-140-00	Administrative Course Fees	2,150.00		1,537.00	2,650.00	1,113.00	58%
2-12-00-211-00	Travel & Subsistence	137.00		1,971.94	1,500.00	(471.94)	131%
2-12-00-215-00	Freight, Postage, Phone & Land Titles	5,879.91	412.73	6,196.76	8,345.00	2,148.24	74%
2-12-00-220-00	Advertising, Printing, Subscriptions	1,333.41	534.30	1,439.34	1,400.00	(39.34)	103%
2-12-00-225-00	Municipal Memberships	3,034.30	150.00	3,816.49	3,797.50	(18.99)	101%
2-12-00-230-00	Professional & Consulting Services	61,501.18	2,769.93	48,461.55	69,628.73	21,167.18	70%
2-12-00-230-20	Professional Fees - Audit	19,750.00			22,100.00	22,100.00	0%
2-12-00-230-21	Engineering	1,553.04			2,000.00	2,000.00	0%
2-12-00-230-22	Legal	2,670.10		2,014.50	10,000.00	7,985.50	20%
2-12-00-250-00	Repairs & Maintenance	15,326.45		4,788.24	12,100.00	7,311.76	40%
2-12-00-274-00	Insurance	27,252.62		30,230.12	29,980.12	(250.00)	101%
2-12-00-510-00	General Office Supplies	10,196.92	500.71	3,102.37	9,930.00	6,827.63	31%
2-12-00-540-50	General Administration Power	1,955.67	238.97	1,431.88	2,600.00	1,168.12	55%
2-12-00-540-51	General Administration Natural Gas	1,764.36	52.04	1,021.25	2,100.00	1,078.75	49%
2-12-00-810-00	Bank Charges	523.05	38.58	459.19	600.00	140.81	77%
2-12-00-905-00	ARO Accretion - Admin	4,638.90					0%
2-12-00-910-00	Tax Adjustments	9,079.51		10,000.00	10,000.00		100%
2-12-00-990-00	Miscellaneous	75.00	48.00	48.00	100.00	52.00	48%
2-12-00-990-01	Penny	0.03	(0.01)	0.01	0.50	0.49	2%
		394,972.79	22,786.01	293,282.94	422,175.30	128,892.36	69%

FIRE FIGHTING & PREVENTIVE SERVICES

2-23-00-110-00	Administration	5,266.31	668.59	5,444.92	8,437.44	2,992.52	65%
2-23-00-130-00	Employer Contribution - A.M.E. & Seaboard	3,149.22		2,422.20	3,300.00	877.80	73%
2-23-00-159-00	Deputy Fire Chief Fees	2,100.00	250.00	1,650.00	2,100.00	450.00	79%
2-23-00-159-01	Fire Chief Honorarium	3,000.00		2,000.00	3,000.00	1,000.00	67%
2-23-00-159-02	Firefighter Honorarium	35,527.00	175.00	175.00	37,600.00	37,425.00	0%
2-23-00-211-00	Travel & Subsistence	454.91		433.20	500.00	66.80	87%
2-23-00-215-00	Telephone	4,953.54	353.05	3,997.60	4,700.00	702.40	85%
2-23-00-215-01	Pager Repair & Maintenance	400.68		451.75	410.00	(41.75)	110%
2-23-00-216-00	Freight & Postage	109.94	117.58	136.58	250.00	113.42	55%
2-23-00-217-00	Dispatch	7,773.50		7,773.50	7,800.00	26.50	100%
2-23-00-220-00	Office Printing Advertising	99.99			150.00	150.00	0%
2-23-00-239-00	Fire - Mutual Aid	1,278.50			1,300.00	1,300.00	0%
2-23-00-250-00	Fire Hall Maintenance	5,900.71		5,544.35	3,000.00	(2,544.35)	185%
2-23-00-274-00	Building Insurance	1,963.58		2,289.03	2,289.03		100%
2-23-00-274-01	Vehicle & Mobile Equipment Insurance	1,861.21		1,910.00	1,415.00	(495.00)	135%
2-23-00-510-00	General Supplies	3,830.63	4,693.01	24,566.15	30,579.00	6,012.85	80%
2-23-00-521-03	Town Fire Truck (1992) Volvo Repairs & Maint	33,448.84	2,904.76	2,904.76	2,500.00	(404.76)	118%
2-23-00-521-04	Town Wildland Fire Truck (2007 F350) Repairs & Maint		85.50	85.50		(85.50)	0%
2-23-00-521-40	Fuel Urban Fire Vehicles (Town)	382.06		23.30	400.00	376.70	6%
2-23-00-521-50	Fuel County Fire Vehicles & Equipment	3,881.32	184.07	2,779.31	2,300.00	(479.31)	121%
2-23-00-522-01	County IHC Fire Truck Unit FT024 - Repairs & Maint	66,425.07		2,277.25		(2,277.25)	0%
2-23-00-522-04	County Wildland Truck (2007 F350) FT036 - Rep & Mntn		1,468.40	1,468.40		(1,468.40)	0%
2-23-00-523-00	Personal Protective Equipment Repairs & Maintenance	16,372.24	(20.00)	950.00	16,500.00	15,550.00	6%
2-23-00-540-32	Training	192.50	29.95	378.29	1,500.00	1,121.71	25%

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH	@ YR	@ YR	AMOUNT	PERCENT
		TRANSACTION	YTD	BUDGET	LEFT	USED	
2-23-00-540-50	Fire Protection Power Fire Hall	1,791.21	211.73	1,466.79	2,100.00	633.21	70%
2-23-00-540-51	Fire Protection Natural Gas Fire Hall	3,698.39	47.71	1,750.86	4,000.00	2,249.14	44%
2-23-00-905-00	ARO Accretion - Fire	765.63					0%
		204,626.98	11,169.35	72,878.74	136,130.47	63,251.73	54%

DISASTER SERVICES & EMERGENCY MEASURES

2-24-00-215-00	Freight, Postage, Phone EOC Centre	9.65		10.00	50.00	40.00	20%
		9.65		10.00	50.00	40.00	20%

AMBULANCE

BYLAW SERVICE

2-26-00-110-00	Bylaw Enforcement Salaries	3,800.00	440.00	3,410.00	4,400.00	990.00	78%
2-26-00-230-00	Cat and Dog Control Fees	3,243.88	207.00	4,706.62	4,000.00	(706.62)	118%
2-26-00-230-01	Policing Requisition Expense	39,844.25		10,771.00	43,084.00	32,313.00	25%
		46,688.13	647.00	18,887.62	51,484.00	32,596.38	37%

SHOP

2-31-00-110-00	Salaries	25,666.28	2,489.42	14,065.09	12,160.37	(1,904.72)	116%
2-31-00-110-01	Salaries PW Administration Common Service	10,816.11	906.91	10,019.87	11,513.69	1,493.82	87%
2-31-00-130-40	Employer Cost CPP & Benefits	10,247.60	684.26	9,389.37	12,933.76	3,544.39	73%
2-31-00-130-41	Employer Cost Employment Insurance	3,505.09	168.36	3,269.50	4,539.35	1,269.85	72%
2-31-00-130-43	Employer Cost LAPP	15,193.69	713.43	10,150.58	18,300.13	8,149.55	55%
2-31-00-130-44	Employer Cost - AMSC	13,950.49		11,321.56	13,948.01	2,626.45	81%
2-31-00-130-45	Workers Compensation Board	4,640.82	1,180.10	4,430.89	5,188.59	757.70	85%
2-31-00-190-00	Safety Equipment and Clothing	3,894.28		2,368.20	3,852.00	1,483.80	61%
2-31-00-215-00	Freight, Postage & Phone	3,493.69	245.04	2,270.03	3,401.00	1,130.97	67%
2-31-00-250-00	Repairs and Maintenance	3,268.79	828.40	2,014.73	3,000.00	985.27	67%
2-31-00-274-00	Insurance	1,997.74		1,819.40	1,819.40		100%
2-31-00-510-00	General Supplies	2,551.12		1,617.74	3,000.00	1,382.26	54%
2-31-00-510-63	Shop Tools	1,325.60	267.25	2,310.27	2,500.00	189.73	92%
2-31-00-531-00	Gas and Oil	249.43		238.56	300.00	61.44	80%
2-31-00-540-50	Public Works Power - Shop	2,549.21	175.03	1,835.13	2,800.00	964.87	66%
2-31-00-540-51	Public Works Natural Gas - Shop	4,388.04	51.80	2,469.04	5,000.00	2,530.96	49%
2-31-00-905-00	ARO Accretion - Shop	100.37					0%
		107,838.35	7,710.00	79,589.96	104,256.30	24,666.34	76%

ROADS, STREETS, WALKS, LIGHTING

2-32-00-110-00	Salaries & Wages	48,987.85	3,368.16	39,351.62	68,834.35	29,482.73	57%
2-32-00-110-84	Flusher Truck Man Hours	612.37					0%
2-32-00-140-00	Public Works Course Fees - Streets	3,561.00	100.00	297.00	3,800.00	3,503.00	8%
2-32-00-211-00	Streets - Travel & Subsistence	348.42			400.00	400.00	0%
2-32-00-215-00	Freight, Postage, Phone	920.57	(81.81)	923.84	1,000.00	76.16	92%
2-32-00-250-00	Road & Street Contract with Non-Gov't	121,400.00					0%
2-32-00-274-00	Insurance	16,626.59		5,390.00	5,362.00	(28.00)	101%
2-32-00-510-00	General Goods & Services	9,938.16	496.46	16,100.66	14,750.00	(1,350.66)	109%
2-32-00-520-00	Equipment, Machines, Parts & Supplies	352.69		784.16	200.00	(584.16)	392%
2-32-00-520-41	Mobile 401 - IHC 4300 <i>Plough Coating, Spare # usq van</i>	763.19		1,449.37	1,000.00	(449.37)	145%
2-32-00-520-42	Mobile 402 - 2012 Ford Supercab 1/2 Ton <i>Truck transmission</i>	352.69	4,140.64	7,315.75	400.00	(6,915.75)	1829%
2-32-00-520-43	Mobile 403 - FORD 550 SD	3,377.33		128.29	800.00	671.71	16%
2-32-00-520-44	Mobile 404 - Sander	19.56		138.39	700.00	561.61	20%
2-32-00-520-45	Mobile 405 - Sweeper	2,430.14		5,659.95	5,000.00	(659.95)	113%
2-32-00-520-46	Mobile 406 - John Deere TC44H Wheel Loader	637.45		6,000.47	6,000.00	(0.47)	100%
2-32-00-520-47	Mobile 407 - J.D. 570 A Grader	885.97		9,848.53	9,400.00	(448.53)	105%
2-32-00-520-48	Mobile 408 - Kubota M60	1,861.70		2,395.90	3,500.00	1,104.10	68%
2-32-00-520-51	Lawn Mowers				500.00	500.00	0%
2-32-00-520-52	Water Pumps				50.00	50.00	0%
2-32-00-520-54	Chain Saw	17.18		98.90	50.00	(48.90)	198%
2-32-00-520-55	Mobile 410 - Ford Tandem	10,722.27		3,333.33	8,000.00	4,666.67	42%
2-32-00-520-56	Mobile 411 - Kubota B 7610 Tractor	420.18		890.59	1,000.00	109.41	89%
2-32-00-520-57	Mobile 412 - 2018 Kubota ZD1211 Mower	1,647.77		626.22	1,700.00	1,073.78	37%
2-32-00-520-58	Mobile 413 - Steamer	1,350.58			1,400.00	1,400.00	0%
2-32-00-520-60	Mobile 415 - Generator	486.81			500.00	500.00	0%
2-32-00-520-61	Mobile 416 - John Deere E12 Flex Wing			545.50	500.00	(45.50)	109%
2-32-00-520-62	Mobile 417 - 2003 GMC 4 X 4 <i>Tires and Axle</i>	1,146.03	1,067.60	2,476.69	1,200.00	(1,276.69)	206%
2-32-00-520-63	Mobile 419 - 2007 Kubota Mower	1,011.48	198.51	1,133.32	1,000.00	(133.32)	113%
2-32-00-520-64	Mobile 420 Flush Truck Rental fr Rosalind <i>Blade kits, shaft, and mower blade replacmt</i>	4,603.79		1,650.00	5,000.00	3,350.00	33%
2-32-00-520-65	Mobile 421 - Baldor Generator				400.00	400.00	0%
2-32-00-520-66	Mobile 426 Bobcat A770	126.51		1,746.31	1,200.00	(546.31)	146%
2-32-00-521-41	Fuel - Mobile 401 IHC 4300	675.79		800.61	1,000.00	199.39	80%
2-32-00-521-42	Fuel Mobile 402 2012 Ford Supercab 1/2 Ton	3,006.79	207.47	2,241.90	3,200.00	958.10	70%
2-32-00-521-43	Fuel - Mobile 403 Chev C65 Gravel Truck	2,531.16	275.62	1,820.88	2,600.00	779.12	70%
2-32-00-521-45	Fuel - Mobile 405 Sweeper	1,270.94		129.30	2,000.00	1,870.70	6%
2-32-00-521-46	Fuel - Mobile 406 John Deere TC44H Wheel Loader	3,084.00		3,435.38	3,500.00	64.62	98%
2-32-00-521-47	Fuel - Mobile 407 JD 570A Grader	2,128.08		2,592.73	3,500.00	907.27	74%
2-32-00-521-48	Fuel - Mobile 408 Kubota M60	950.20		421.96	1,000.00	578.04	42%
2-32-00-521-51	Fuel - Lawn Mowers	207.11	66.14	206.28	210.00	3.72	98%
2-32-00-521-52	Fuel - Water Pumps				600.00	600.00	0%
2-32-00-521-53	Fuel - Wacker Packer				20.00	20.00	0%
2-32-00-521-54	Fuel - Chain Saw				50.00	50.00	0%
2-32-00-521-55	Fuel - Mobile 410 Ford Tandem	747.26		65.32	2,000.00	1,934.68	3%

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH	@ YR	@ YR	AMOUNT	PERCENT
		TRANSACTION...	YTD	BUDGET	LEFT	USED	
2-32-00-521-56	Fuel - Mobile 411 Kubota B 7610 Tractor	371.51	150.82	630.18	500.00	(130.18)	126%
2-32-00-521-57	Fuel - Mobile 412 2018 Kubota ZD1211 Mower	801.65	308.81	957.53	900.00	(57.53)	106%
2-32-00-521-58	Fuel - Mobile 413 Steamer	40.82		120.99	500.00	379.01	24%
2-32-00-521-61	Fuel - Mobile 415 Generator				700.00	700.00	0%
2-32-00-521-62	Fuel - Mobile 417 2003 GMC 4 x 4	4,011.75	358.51	2,559.27	4,500.00	1,940.73	57%
2-32-00-521-63	Fuel - Mobile 419 - 2007 Kubota Mower	443.01		356.91	500.00	143.09	71%
2-32-00-521-64	Fuel - Mobile 420 Flush Truck fr Rosalind	1,625.70	252.83	743.98	500.00	(243.98)	149%
2-32-00-521-65	Fuel - Mobile 421 Baldor Generator				700.00	700.00	0%
2-32-00-521-66	Fuel - Mobile 426 Bobcat A770	246.89	143.22	1,585.37	1,500.00	(85.37)	106%
2-32-00-530-00	Construction, Maint, Supplies & Repairs	3,257.21		1,793.27	13,500.00	11,706.73	13%
2-32-00-532-00	Grounds Materials/Trees	2,625.00	(972.45)	460.00	4,400.00	3,940.00	10%
2-32-00-535-00	Sidewalk replacement	14,484.48	5,726.00	5,937.80	10,000.00	4,062.20	59%
2-32-00-539-00	Dust Control <i>Increased Price from</i>	5,520.00		7,896.00	5,600.00	(2,296.00)	141%
2-32-00-540-50	Streets Power	65,497.70	6,058.48	47,745.08	67,000.00	19,254.92	71%
2-32-00-610-02	Sand Screening <i>Area Done</i>	27.55			200.00	200.00	0%
		337,810.19	21,865.01	190,785.53	274,326.35	83,540.82	70%
AIRPORT							
2-33-00-250-00	Airport Repairs & Maintenance	40.47		269.02	2,000.00	1,730.98	13%
2-33-00-274-00	Insurance	2,871.80		2,814.56	2,814.56		100%
2-33-00-520-00	Parts & Supplies	1,445.38		49.05	1,500.00	1,450.95	3%
2-33-00-540-50	Campus Energy Power	665.37	105.34	766.13	700.00	(66.13)	109%
2-33-00-905-00	ARO Accretion - Airport	372.88					0%
		5,395.90	105.34	3,898.76	7,014.56	3,115.80	56%
STORM SEWERS & DRAINAGE							
2-37-00-250-00	Storm Sewer - Repairs & Maintenance				1,200.00	1,200.00	0%
					1,200.00	1,200.00	0%
WATER SUPPLY & DISTRIBUTION SYSTEM							
2-41-00-110-00	Salaries & Wages	55,584.77	5,596.25	54,016.13	60,455.52	6,439.39	89%
2-41-00-140-00	Public Works Course Fees - Water	1,148.48	345.00	525.00	1,540.00	1,015.00	34%
2-41-00-211-00	Travel and Subsistence	2,356.82	125.94	2,579.90	5,200.00	2,620.10	50%
2-41-00-215-00	Freight, Postage, Phone	3,518.62	326.94	2,331.77	4,000.00	1,668.23	58%
2-41-00-225-00	Memberships - Relating to Water	28.57		57.14	165.00	107.86	35%
2-41-00-250-00	Repairs & Maintenance - Treatment	91,521.35	251.59	87,091.61	86,300.00	(791.61)	101%
2-41-00-274-00	Insurance	10,504.36		11,329.77	11,329.77		100%
2-41-00-350-00	Purchased Bulk Water for Resale HWY 12 21	292,592.40	24,201.20	212,604.05	304,290.00	91,685.95	70%
2-41-00-510-00	General Goods & Supplies	21,131.24	5,256.91	7,820.60	11,620.00	3,799.40	67%
2-41-00-540-50	Water Supply & Distribution Power	13,016.20	1,024.15	8,828.08	13,500.00	4,671.92	65%
2-41-00-540-51	Water Supply & Distribution Natural Gas	7,225.75	315.58	5,145.33	8,000.00	2,854.67	64%
2-41-00-831-00	Debtenture Interest Payments	10,771.47					0%
2-41-00-905-00	ARO Accretion - Water	528.76					0%
		509,928.79	37,443.56	392,329.38	506,400.29	114,070.91	77%
SANITARY SEWAGE SERVICE & TREATMENT							
2-42-00-110-00	Salary & Wages	14,821.91	434.29	5,413.67	30,446.18	25,032.51	18%
2-42-00-140-00	Public Works Course Fees - Sewer	1,232.77		180.00	780.00	600.00	23%
2-42-00-211-00	Travel and Subsistence	700.10		634.93	1,200.00	565.07	53%
2-42-00-215-00	Freight, Postage, Telephone	1,419.86	115.28	1,282.02	1,500.00	217.98	85%
2-42-00-225-00	Memberships - Relating to Sewer	28.57			165.00	165.00	0%
2-42-00-239-00	Septic Station Repairs & Maintenance <i>Float Repair Left 3.</i>	1,156.68	1,530.00	2,034.33	1,500.00	(534.33)	136%
2-42-00-239-02	Septic Station Supplies				200.00	200.00	0%
2-42-00-250-00	Repair & Maintenance <i>Includes Capital</i>	66,094.51		36,430.72	13,507.00	(22,923.72)	270%
2-42-00-274-00	Insurance	4,185.99		8,499.44	8,499.44		100%
2-42-00-510-00	General Goods and Supplies <i>Repairs. & Service Line Replacements.</i>	6,728.07		6,084.19	11,850.00	5,765.81	51%
2-42-00-540-50	Sanitary Sewage Power	9,937.49	790.73	6,867.13	10,200.00	3,332.87	67%
2-42-00-540-51	Sanitary Sewage Natural Gas	2,215.18	94.53	1,523.93	2,500.00	976.07	61%
2-42-00-905-00	ARO Accretion - Sewer	379.96					0%
		108,901.09	2,964.83	68,950.36	82,347.62	13,397.26	84%
GARBAGE COLLECTION & DISPOSAL							
2-43-00-110-00	Salaries and Wages	3,409.08		1,096.26	5,829.47	4,733.21	19%
2-43-00-230-00	Garbage Contract	65,293.31	5,811.31	46,668.86	74,000.00	27,331.14	63%
2-43-00-250-01	Waste Management Authority-Tipping Fees	3,984.40	(5.00)	(200.00)	4,200.00	4,400.00	-5%
2-43-00-525-00	Landfill Monitoring	900.86		11.44	1,000.00	988.56	1%
		73,587.65	5,806.31	47,576.56	85,029.47	37,452.91	56%
RECYCLING							
2-44-00-274-00	Recycling Trailer Insurance	5.50		5.00	5.00		100%
2-44-00-290-00	Toxic Roundup	2,805.27					0%
		2,810.77		5.00	5.00		100%
PREVENTIVE SOCIAL SERVICES							

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH TRANSACTION...	@ YR YTD	@ YR BUDGET	AMOUNT LEFT	PERCENT USED
2-51-00-755-00	Contribution to FCSS	59,872.50		63,699.55	63,699.55		100%
		59,872.50		63,699.55	63,699.55		100%
BASHAW MEDICAL CLINIC							
CEMETERIES & CREMATORIUMS							
2-56-00-112-00	Public Works Salaries	3,602.76	20.80	899.84	3,070.92	2,171.08	29%
2-56-00-230-00	Cemetery - Professional Services	14,233.63	1,400.00	9,999.02	15,000.00	5,000.98	67%
2-56-00-250-00	Cemetery - Repairs & Maintenance	293.76	175.00	952.20	700.00	(252.20)	136%
2-56-00-274-00	Cemetery Insurance	7.92		8.00	8.00		100%
2-56-00-521-59	Cemetery Fuel Cub 725 CC Mower	28.87			50.00	50.00	0%
2-56-00-520-59	Cemetery Cub 725 CC Mower Rep & Maint				50.00	50.00	0%
		18,166.94	1,595.80	11,859.06	18,878.92	7,019.86	63%
ECONOMIC DEVELOPMENT							
2-61-00-230-00	Economic Development Study & Supports		1,534.05	17,266.25	90,000.00	72,733.75	19%
			1,534.05	17,266.25	90,000.00	72,733.75	19%
TOURISM							
2-62-00-215-00	Freight, Postage, Telephone	1,150.38	98.30	876.18	1,200.00	323.82	73%
2-62-00-220-00	Tourism - Advertising	690.35		685.35	2,000.00	1,314.65	34%
2-62-00-274-00	Tourist Information Centre Insurance	316.10		316.45	316.45		100%
2-62-00-250-00	Tourism Repairs & Maintenance				500.00	500.00	0%
		2,156.83	98.30	1,877.98	4,016.45	2,138.47	47%
SUBDIVISION LAND & DEVELOPMENT							
2-66-00-230-00	Subdivision, Land and Development	4,243.00		1,771.25	4,500.00	2,728.75	39%
		4,243.00		1,771.25	4,500.00	2,728.75	39%
RENTED BUILDINGS							
2-69-00-250-00	Repair & Maintenance	14,245.39		299.99	1,000.00	700.01	30%
2-69-00-540-50	Building Rentals Power	1,494.56	190.53	1,311.05	1,700.00	388.95	77%
2-69-00-540-51	Building Rentals Natural Gas	2,287.06	52.04	1,333.07	2,600.00	1,266.93	51%
2-69-00-905-00	ARO Accretion - Rental Building	637.68					0%
		18,664.69	242.57	2,944.11	5,300.00	2,355.89	56%
RECREATION FACILITIES & PROGRAMS							
2-71-00-110-00	Administration Salaries & Wages	20,398.68	1,295.12	14,502.18	16,296.65	1,794.47	89%
2-71-00-110-20	Salaries & Wages	52,867.39	6,282.80	40,105.93	65,144.17	25,038.24	62%
2-71-00-130-00	Employee Benefits & EI CPP Expense	4,883.72	557.86	5,355.19	13,885.95	8,530.76	39%
2-71-00-140-00	Recreation Training			1,041.38	1,000.00	(41.38)	104%
2-71-00-211-00	Travel & Subsistence	70.68		464.55	1,000.00	535.45	46%
2-71-00-215-20	Freight, Postage & Telephone - Arena	2,403.19	153.48	1,760.27	2,200.00	439.73	80%
2-71-00-225-00	Membership Fee			105.00	210.00	105.00	50%
2-71-00-230-20	Recreation - Special Services	737.00		796.82	1,396.82	600.00	57%
2-71-00-250-12	Ball Diamond & Raquet Sports Rep&Maint			4,309.94	3,000.00	(1,309.94)	144%
2-71-00-250-20	Repairs & Maintenance - Arena	119,229.97	7,824.67	62,331.09	49,271.52	(13,059.57)	127%
2-71-00-274-20	Insurance	14,443.60		16,267.96	16,267.96		100%
2-71-00-510-12	Ball & Raquet Sport Supplies	665.50		2,003.17	1,000.00	(1,003.17)	200%
2-71-00-510-20	Supplies - Arena	9,958.97		6,017.58	9,000.00	2,982.42	67%
2-71-00-540-50	Recreational Power	28,399.13	630.43	15,469.66	30,000.00	14,530.34	52%
2-71-00-540-51	Recreational Natural Gas	14,170.65	153.06	6,237.11	16,000.00	9,762.89	39%
2-71-00-905-00	ARO Accretion - Arena	4,189.75					0%
		272,418.23	16,897.42	176,767.83	225,673.07	48,905.24	78%
PARKS							
2-72-00-110-00	Salaries & Wages - Parks	32,713.88	2,928.12	43,567.24	52,245.85	8,678.61	83%
2-72-00-111-11	Salaries & Wages - Parks S.T.E.P.	102.60			9,600.00	9,600.00	0%
2-72-00-211-00	Travel & Subsistence	102.60			300.00	300.00	0%
2-72-00-250-00	Parks Repairs & Maintenance	2,384.96	646.12	6,859.61	4,000.00	(2,859.61)	171%
2-72-00-250-01	Beautification Repairs & Maintenance			1,800.50	8,000.00	6,199.50	23%
2-72-00-274-00	Insurance	622.14		621.97	621.97		100%
2-72-00-510-00	General Goods & Supplies	8,071.20	42.54	12,224.56	8,950.00	(3,274.56)	137%
2-72-00-510-01	Beautification Supplies			10,632.10	10,000.00	(632.10)	106%
2-72-00-540-50	Heritage Park Power	975.56	100.89	1,171.78	1,100.00	(71.78)	107%
2-72-00-770-00	Grants to Organizations - Beautification Committee	10,187.32		2,489.97		(2,489.97)	0%
2-72-00-905-00	ARO Accretion - Recreation	2,876.78					0%
		57,934.44	3,717.67	79,367.73	94,817.82	15,450.09	84%

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024

ACCOUNT	DESCRIPTION	LAST YR ACT...	@ MONTH TRANSACTION...	@ YR YTD	@ YR BUDGET	AMOUNT LEFT	PERCENT USED
COMMUNITY CENTRE							
2-74-00-110-00	Community Centre - Wages	838.93		83.20	2,103.94	2,020.74	4%
2-74-00-215-00	Freight, Postage , Telephone	1,004.00	117.00	813.00	1,000.00	187.00	81%
2-74-00-215-01	Community Centre - Xplomet	1,148.85	69.48	945.29	900.00	(45.29)	105%
2-74-00-250-00	CULTURAL FACILITY - Repairs & Maintenance	12,900.34	829.59	7,726.63	13,753.88	6,027.25	56%
2-74-00-274-00	Community Centre - Insurance	7,207.98		11,483.03	11,483.03		100%
2-74-00-540-50	Power Community Hall Town Share	10,041.48	829.48	5,605.63	11,000.00	5,394.37	51%
2-74-00-540-51	Cultural Natural Gas Comm Hall Town Share	3,800.51	56.97	2,670.50	4,500.00	1,829.50	59%
2-74-01-540-50	Power - Community Centre 1/2 Share			(97.41)		97.41	0%
2-74-01-540-51	Cultural Natural Gas Community Centre 1/2 Share			130.98		(130.98)	0%
2-74-01-770-00	Library Contribution	15,623.75		13,856.53	15,642.04	1,785.51	89%
2-74-00-250-01	Community Centre - Repairs	307.79			500.00	500.00	0%
2-74-00-510-01	Community Centre - Supplies	86.64			100.00	100.00	0%
2-74-00-905-00	ARO Accretion - Cultural Facilities	4,388.36					0%
		57,348.63	1,902.52	43,217.38	60,982.89	17,765.51	71%
MUSEUM							
2-74-10-250-00	Museum - Repairs & Maintenance	(20.60)		1,037.65		(1,037.65)	0%
2-74-10-274-00	Museum - Insurance	1,737.39	(1,727.44)				0%
2-74-10-510-00	Museum - Supplies			60.00		(60.00)	0%
		1,716.79	(1,727.44)	1,097.65		(1,097.65)	0%
ANNIVERSARY/ CENTENNIAL CELEBRATIONS							
OPERATING CONTINGENCIES RESERVES							
REQUISITIONS							
2-99-00-750-00	Alberta School Foundation Fund	226,016.34	55,633.76	168,641.92	224,855.89	56,213.97	75%
2-99-00-752-00	Camrose Area Lodge Authority	1,610.00		2,695.00	2,695.00		100%
		227,626.34	55,633.76	171,336.92	227,550.89	56,213.97	75%
TOTAL EXPENSES		2,544,322.84	190,608.52	1,757,160.49	2,498,783.95	741,623.46	70%
NET TRANSFERS FR/TO OPERATING CAPITAL							
AMORTIZATION							
2-12-00-790-00	Amortization - Administration	14,482.30					0%
2-23-00-790-00	Amortization - Fire	4,867.75					0%
2-31-00-790-00	Amortization - PW	9.47					0%
2-32-00-790-00	Amortization - Public Works	198,802.28					0%
2-33-00-790-00	Amortization - Airport	679.00					0%
2-41-00-790-00	Amortization - Water	45,671.70					0%
2-42-00-790-00	Amortization - Sewer	92,234.89					0%
2-62-00-790-00	Amortization - Tourist Booth	893.76					0%
2-69-00-790-00	Amortization - Rental Building	40.19					0%
2-71-00-790-00	Amortization - Arena	198.46					0%
2-72-00-790-00	Amortization - Parks	25,422.30					0%
2-74-00-790-00	Amortization - Community Centre	72,043.37					0%
		455,345.47					0%
TOTAL EXPENSES & CAPITAL ITEMS		2,999,668.31	190,608.52	1,757,160.49	2,498,783.95	741,623.46	70%
NET OF REVENUE & EXPENSES		394,608.25	150,262.37	(411,701.08)	(1.00)	411,700.08	
FINANCES ACQUIRED							
Pending Projects							
FINANCES APPLIED							

BVR
Town of Bashaw
For the Nine Months Ending September 30, 2024
LAST YR ACT... @ MONTH
TRANSACTION...

ACCOUNT	DESCRIPTION		@ YR YTD	@ YR BUDGET	AMOUNT LEFT	PERCENT USED
Fire Fighting: 6-23-00-630-02	Machinery & Equipment		(3,472.75)	(2,650.96)	2,650.96	0%
	Total Fire Fighting		(3,472.75)	(2,650.96)	2,650.96	0%
Roads, Streets, Walks, Lighting: 6-32-00-656-36	Roads - Equipment		927.20	84,913.21	(84,913.21)	0%
	Total Roads, Streets, Walks, Lighting		927.20	84,913.21	(84,913.21)	0%
Water Supply & Distribution: 6-41-00-630-00	Water Meters			12,960.00	(12,960.00)	0%
6-41-00-630-01	Leak Detector			9,821.00	(9,821.00)	0%
	Total Water Supply & Distribution			22,781.00	(22,781.00)	0%
	TOTAL FINANCES APPLIED		(2,545.55)	105,043.25	(105,043.25)	0%
	Net of Finances Acquired & Applied		(2,545.55)	105,043.25	(105,043.25)	0%
	NET TOTAL OF ALL CATEGORIES	394,608.25	147,716.82	(306,657.83)	(1.00)	306,656.83

**Water Reconciliation
2024**

Billed WTP
HWY
12 21 TOWN

	CUBES	CUBES	DIFF	Metered	DIFF	Total Loss	Daily Ave WTP	Water Loss/Break Commentary
JAN	11362	11133	229	6298	4835	5064	506	Water Break noted, Jan 21 - Feb 6, Repaired Feb 6, 2024.
FEB	8405	8308	97	4702	3606	3703	437	
MAR	5944	5594	350	6437	-843	-493	280	
APR	6850	6922	-72	5247	1675	1603	330	
MAY	7216	7020	196	6421	599	795	319	
JUN	7195	7021	174	7174	-153	21	351	
JUL	8752	9000	-248	7090	1910	1662	429	
AUG	7158	6662	496	6019	643	1139	317	
SEP	7170	6597	573	6302	295	868	330	
OCT			0		0	0		
NOV			0		0	0		
DEC			0		0	0		
	70052	68257	1795	49392		14362		
			2.62977			21.04106539		

Overall data looks good we remain at 21% variance.

The water treatment plant measurement was low. For a brief time, water was not going through the water meter at the plant.

Pipe replacement was occurring in the plant. While this was occurring, they routed the water through a hose and hydrant.

July and August increases we believe were due to the reads being before/after long weekends. (the read days not matching month to month)

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	October 16, 2024
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.1 Joint Use & Planning Agreement

Background/Proposal:

In April this year the Battle River school division forwarded a Joint Use & Planning agreement for council to review.

- Template based on guide generated by Parkland Community Planning services in conjunction with a guide they created.
- The guide creation was funded by the province and several municipalities participated in the discussion.

Within the MGA, the province has required that all municipalities enter into Joint Use Planning agreements with school boards. The deadline was extended to June 2025.

Discussion/Options/Benefits/Disadvantages:

JUPA – written agreement between one of more municipalities and one or more school boards

Addresses:

- shared use and access to facilities.
- funding of shared facilities and services, and
- the planning and acquisition of new or expanded school sites

Included in the agreement:

Process for discussing matters relating to:

- planning, development, and use of school sites on municipal reserves, school reserves, and municipal and school reserves within the municipality.
- transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality
- disposal of school sites
- the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality and
- the use of school facilities, municipal facilities, and playing fields on municipal reserves, school reserves and municipal and school reserves in the municipality, including matters relating t the maintenance of the facilities and fields and the payment of fees and other liabilities associated with them

Why did the requirement come about?

Challenges were experienced in the planning, acquisition, and servicing of new school sites. The challenges identified were:

- Lack of available, suitable, and serviced school sites when the need to build a new school arises and school construction is planned
- Difficulties in collaborating due to the brief time (only 3-5 years into the future) of Provincial funding commitments and municipal and school capital plans
- Insufficient local funding to provide services and road access to sites
- Inadequate site size to accommodate the size of school needed to serve the population
- Sites with significant limitations on development and flexibility for design and use; and
- Differing interpretations of and lack of clarity around responsibilities to provide and service school sites.

Benefit to the Community:

- 20 percent of the population that is school aged and for whom school related facilities and programs are a substantial aspect of their daily lives and growth and development of community members
- Role of schools as key gathering place for the interaction of community members
- Pre-established process in place to respond to unexpected changes related to the need to provide school site such as unexpected increase in local population and/or enrolment growth
- Avoiding duplication of spending and community fund raising on capital facilities such as community gymnasiums, pools, arenas, libraries, sports fields, and playgrounds.
- Streamlining routine site maintenance activities and finding economies of scale for such activities as snow and ice control and lawn mowing; and
- Making the best possible use of existing public operating and capital expenditures.

(taken from the Guide for creating joint use and planning agreements;

<https://parklandbeachsv.ca/wp-content/uploads/2022/02/Guide-for-Creating-Joint-Use-and-Planning-Agreements-January-2022.pdf>

Costs/Source of Funding (if applicable)

Discussion piece, however much of the financial obligation for school building, utility connections, etc. are the responsibility of the municipality.

Applicable Legislation:

MGA s 670.1, s 672, s 673

Community Engagement Consideration:

The administration is willing to proceed as council requests.

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

Recommended Action:

Administration recommends passing the following motion:

MOVED BY _____ to approve the Joint Use and Planning agreement with the Town of Bashaw and the Board of Trustees of Battle River School division.

Or a motion of council determination.

Discussion Result:

Additional research Requested:

Implementation Fact Sheet

Municipal Government Act (MGA)

Joint Use and Planning Agreements

Relevant Legislation

MGA: s.670.1, s.672, s.673
 Education Act: s.53.1

MGA Requirements

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land. More than one municipality or school board may be a party to a JUPA.

On June 10, 2020, the MGA was amended to require municipalities to enter into JUPAs with school boards. These agreements must be in place by June 10, 2023.

Extended to June 2025.

What do municipalities need to know?

Municipalities are required to enter into JUPAs with school boards operating within their municipal boundaries. This requirement also applies to any other school board that may commence operations in the future. S. 670.1 (1),(2)

A JUPA must establish a process for discussing:

- the planning, development and use of school sites on MR, SR and MSR land in the municipality,
- the transferring of MR, SE and MSR land between a municipality and a school board (s.672, s.673 of the MGA),
- the disposal of school sites on MR, SR and MSR land, and
- the use of school facilities, municipal facilities, and playing fields on MR, SR and MSR land

including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them.
 S.670.1(3)(a)(i)-(v)

A JUPA must also:

- outline how a municipality and school board will work collaboratively,
- establish a dispute resolution procedure, and
- establish a timeframe for regular review of the agreement. s.670.1(b)-(d)

Municipalities and school boards who have existing Joint Use Agreements in place should review their agreements to ensure that they meet the JUPA requirements set out in the MGA.

The Ministers of Municipal Affairs and Education have the authority to extend the three-year timeline requirement for entering into a JUPA.

What resources are available to assist?

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at:
<https://www.alberta.ca/alberta-kings-printer.aspx>

Questions:

Phone:	780-427-2225
Toll-free in Alberta	310-000
Email:	lgsmail@gov.ab.ca

To learn more about the MGA or *Education Act*, visit Alberta King's Printer at: <https://www.alberta.ca/alberta-kings-printer.aspx>

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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.