

**REGULAR MEETING OF COUNCIL
A G E N D A
Wednesday December 11, 2024, 6:00 pm
Council Chamber & Zoom Access**

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. PUBLIC HEARINGS
4. DELEGATIONS
5. APPROVAL OF MINUTES
 - 5.1 Minutes of the November 20, 2024, Regular Meeting of Council
6. CONSENT AGENDA
 - 6.1 Foreman Report
 - 6.2 CAO Report
 - 6.3 Council Committee Report
 - 6.4 November 30, 2024, Monthly Statement
7. NEW & UNFINISHED BUSINESS
 - 7.1 Bylaw 830-2024 – First Reading of Redesignation of Direct Control Districts
 - 7.2 Arena Management contract
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Legal – Intermunicipal Collaboration Framework – FOIP Section 23
 - 10.2 Legal – Development – FOIP Section 27
 - 10.3 Legal – Resident Letter – FOIP Section 16
11. NOTICES OF MOTION
12. NEXT MEETING: Discuss next meeting Dates, January 1, 2025, is the first Wednesday
13. ADJOURNMENT



**REGULAR MEETING OF COUNCIL
MINUTES**

**November 20, 2024, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:40pm), Councillor McIntosh (5:48pm), Deputy Mayor Orom (5:56pm), Councillor Gust (5:52pm), Councillor Northey (5:52pm), and Mayor Rob McDonald (5:49pm).

Council by Zoom: none

Absent with notice: Secretary Morrison, Foreman Schmidt

Recording Secretary: CAO Fuller

Public: Terri Brown-Gust (5:58pm), Sara Chappell (5:54pm), Rob Dann (5:41pm)

Public Zoom: Heather (6:00 pm), Al Middleton (6:00pm),

Press by zoom: Carson Ellis (6:00 pm)

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

2. ADOPTION OF AGENDA

MOVED by Deputy Mayor Orom to approve the November 20, 2024, Regular Meeting of Council Agenda
MOTION #203-2024 CARRIED

3. PUBLIC HEARINGS – none

4. DELEGATIONS

4.1 Bashaw Municipal Library 2025 Budget Presentation – Terri Brown-Gust, Rob Dann, and Sara Chappell

MOVED by Deputy Mayor Orom to accept the Bashaw Municipal Library 2025 Budget presentation as information.

MOTION #204-2024 CARRIED

Terri Brown-Gust, Sara Chappell, and Rob Dann left the meeting at 6:23pm

5. APPROVAL OF MINUTES

5.1 Minutes of November 6, 2024, Meeting of Council.

MOVED by Councillor Gust to approve minutes of the November 6, 2024, Meeting of Council, with the correction that Motion 200 was passed by Councillor Orom.

MOTION #205-2024 CARRIED

6. CONSENT AGENDA

6.1 RCMP Quarterly Repot

6.2 Town of Bashaw October 31, 2024

6.3 Nordic Managing Building Systems – Quarterly energy report

6.4 Water Reconciliation Report

6.5 Parkland Community Planning Services letter

6.6 Bashaw Stakeholder Meeting with Minor Hockey & Figure Skating

Item 6.4 Water Reconciliation Report moved to New & Unfinished Business 7.4, and 6.6 Bashaw Stakeholder Meeting with Minor Hockey & Figure Skating will become item 7.5.

7. NEW & UNFINISHED BUSINESS

7.1 Bashaw Collaborative Response Model – request for letter of support

MOVED by Deputy Mayor Orom to direct administration to write a letter of endorsement for the Bashaw Collaborative Response Model.

MOTION #206-2024

CARRIED

7.2 Bashaw Bus Society – 2025 Budget and annual funding request

MOVED by Councillor Gust to accept the 2025 Bashaw Bus Society budget and annual funding request as information.

MOTION #207-2024

CARRIED

7.3 Highway 12/21 Regional Water Commission 2025 Budget

MOVED BY Councillor McIntosh to accept the Highway 12/21 Regional Water commission 2025 Budget as information.

MOTION #208-2024

CARRIED

7.4 Water Reconciliation Report

Reconciliation was discussed. The council and staff are pleased with the lower water loss percentage.

7.5 Bashaw Stakeholder Meeting with Minor Hockey & Figure Skating

The meeting with Minor Hockey & Figure Skating was positive and the volunteer groups are receptive to the changes.

8. COMMITTEE REPORTS – none

9. CORRESPONDENCE ITEMS – none

MOVED by Councillor McIntosh to enter Closed Meeting of Council for 10.1 Legal – Intermunicipal Collaboration Framework – FOIP Section 23 at 6:50 pm.

MOTION #209-2024

CARRIED

Press- Carson Ellis left the meeting at 6:50 pm.

Public- Al Middleton and Heather left the meeting at 6:50 pm.

10. CLOSED MEETING OF COUNCIL

10.1 Legal – Intermunicipal Collaboration Framework – FOIP Section 23

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 7:45 pm.

MOTION #210-2024

CARRIED

11. NOTICES OF MOTION - none

12. NEXT MEETING - Regular Meeting – December 11, 2024, Regular Meeting of Council – 6:00 pm

MOVED by Councillor Northey to schedule the December Regular Meeting of Council on December 11, 2024, at 6:00pm.

MOTION #211-2024

CARRIED

13. ADJOURNMENT – Councillor Northey adjourned the meeting at 7:51 pm.

CHIEF ELECTED OFFICIAL, Rob McDonald

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller

Public Works Foreman report to Council

December 11, 2024

Roads:

- Road and sidewalk audits were underway, until snow stopped it. (this is an assessment of all roads, sidewalks, curbs, and signs) This will continue in the spring.
- Pavement patch, pothole repair and crack sealing were completed late in the season.
- Street sweeping was completed in late October.
- The snow removal equipment was readied for the winter season.
- Snow removal started November 24th and will remain ongoing as needed.
- A couple of problems with the Grader has left its service unpredictable for the time being. There are a few massive oil leaks on the machine and a bunch of welding was and is still needed to solve the issues. The grader has been torn apart a couple times since November 12th tracking down and fixing the oil leaks.

Water:

- I am in the middle of doing a risk assessment for the drinking water system and I anticipate having a report put together for Theresa, highlighting my findings near the end of January 2025.
- The reservoir pump line replacement is complete.
- Daily, weekly, Monthly, and annual reporting to AEP is ongoing.
- Daily rounds are ongoing with Lindy being trained to operate the water system for future considerations.
- Water Bac – T samples are being taken weekly and delivered to the Camrose health unit.

Wastewater:

- A risk assessment is underway for the wastewater system and a report will be available in late January 2025.
- Routine round checks are on-going.
- Extra training is being given to Lindy for future operations and considerations.

Arena:

- Arena maintenance is on-going.
- The skate sharpener has returned to the office, and everyone seems to be happy about it.
- Training is on-going with the attendant.
- Public Works is assisting as needed.
- Some sponsors have not come on board this year, so we are in the process of removing those signs.

Parks and Trails:

- The bridge had several boards broken, so they were repaired.
- Snow clearing as needed.



CHIEF ADMINISTRATOR'S REPORT Submitted for December 11, 2024, Regular Meeting of Council

1. Meetings, training

- November 1, 2024 – meeting in Clive with employment specialist, economic development, and CAO's from Alix, Donalda, and Clive
- November 4, 2024 – Business Navigation Supports – Training.
- November 5, 2024 – Safeminds Webinar
- November 5, 2024 – OHS docs safety presentation
- November 7, 2024 – Compliance 365 – Water Operator entries training
- November 8, 2024 – meeting with Resident to purchase lot
- November 13, 2024 – AMSC Benefits review meeting
- November 14, 2024 – Business Navigation supports meeting
- November 14, 2024 – Arena Stakeholder meeting
- November 18, 2024 – Business Navigation supports – Training
- November 20, 2024 – Met with staff
- November 21, 2024 – Blackline training
- November 25, 2024 – Auditor
- November 25, 2024 – Canada Summer Jobs Webinar
- November 26, 2024 – Staff performance review
- November 27, 2024 – Out of office personal appointment
- November 28, 2024 – Intermunicipal Collaboration Framework Joint Committee meeting with Camrose County
- December 2 – 6, 2024 – CAO out of the office

2. Ongoing follow up of Council assigned tasks.

3. Coordination of dates for ICF meeting, stakeholder meeting, and possible staff/council Christmas party.

4. Land sale documents, title transfer, and communication
5. Processed two development permits.
6. Prepare documents for Intermunicipal Collaboration Framework joint committee meeting.
7. Cover office while staff attended ICS 200 on November 19 & 20, 2024
8. Ongoing communication for various inquiries, email, telephone, and walk in.
9. Working with new Foreman to locate information for water reporting and other aspects of function.

Council Committee Reports – December 11, 2024

Mayor Rob McDonald:

November 21, 2024 – Midsize Towns Mayors Caucus – zoom with Premier Smith. We discussed infrastructure funding and did our best to explain how the economies of scale benefit large cities like Edmonton and Calgary while punishing the smaller ones like Bashaw.

December 6, 2024 – 12/21 meeting, attended by Zoom. We had a presentation from the Red Deer River Municipal Users Group about the feasibility of a dam on the River near Ardley (a few miles upstream of Content Bridge)

Deputy Mayor Cindy Orom:

Councillor Jackie Northey:

October 3, 2024 – Bashaw Area Recreation Board

The Recreation Board experienced a minimal income year due to the end of the casino funds and less funding from the County of Camrose due to some recreational activities not run (e.g. Fun Hockey). They also went through a casino audit and have discovered that some of the programs are no longer eligible for funding. The Board will meet again in the new year and will sort through those issues.

November 14, 2024 – Parkland Regional Library Board

The PRLB had both an organizational meeting and regular meeting this day. The Board continues to send out communications to the Municipalities involved to update them after every board meeting.

Bashaw Primary Care Model in collaboration with the Community Response

Model:

Presentations on the model have been delivered to all four counties and the Town of Bashaw. This committee has worked hard this fall and submitted two Expression of Interests to Alberta Health for a primary care clinic as well as recruitment for health practitioners funding. BDSS will be the funding partner, and the committee is actively seeking funds to match the funding if we are approved. A meeting last week with Alberta Health Services and Alberta Health was very positive and discussed co-location opportunities for both our social programs and the primary care clinic.

Nov 28 - intermunicipal meeting with Camrose County

Councillor Bryan Gust:

November 2, 2024 – Coffee with Council

Councillor McIntosh:

Nov 28 - intermunicipal meeting with Camrose County

Dec 5 - community consultation

Ongoing - discussions with FD, RCMP on local concerns

TOWN OF BASHAW
MONTHLY STATEMENT
November 30, 2024

DESCRIPTION	GENERAL ACCOUNT	TERM DEPOSIT	TOTAL
BALANCE AT END OF PREV MONTH	\$ 1,246,150.08	\$ 546,561.04	\$ 1,792,711.12
RECEIPTS FOR THE MONTH	\$ 52,644.36		\$ 52,644.36
ALBERTA DIRECT DEPOSIT	\$ 17,428.71		\$ 17,428.71
VOID			\$ -
CCUBC /ROYAL/BT/B /DEBIT- PAYMENTS	\$ 73,317.85		\$ 73,317.85
SERVUS CREDIT UNION - INTEREST	\$ 4,290.11		\$ 4,290.11
TERM INTEREST #49	\$ 1,396.63		\$ 1,396.63
TERM INTEREST #51	\$ 535.06	\$ -	\$ 535.06
TERM DEPOSIT		\$ -	\$ -
TRANSFER FROM GENERAL TO TERM		\$ -	
TRANSFER FROM TERM TO GENERAL	\$ -		\$ -
SUB-TOTAL	\$ 1,395,762.80	\$ 546,561.04	\$ 1,942,323.84
DISBURSEMENTS FOR THE MONTH	\$ 216,408.24		\$ 216,408.24
TRANSFER TO/FROM TERM	\$ -	\$ -	\$ -
BANK ERROR INTEREST			\$ -
			\$ -
DEBIT MACHINE & TRANSACTIONS	\$ 40.32		\$ 40.32
BANK CONFIRMATION FEE	\$ -		
SCHOOL PAYMENT	\$ -		
	\$ -		\$ -
TRANSFER TO RECREATION BRD	\$ -		
BALANCE AT END OF MONTH	\$ 1,179,314.24	\$ 546,561.04	\$ 1,725,875.28
BANK BALANCE AT MONTH END	\$ 1,333,219.87	\$ 546,561.04	\$ 1,879,780.91
OUTSTANDING DAILY DEPOSITS	\$ 273.18		\$ 273.18
OUTSTANDING ONLINE/INTERAC	\$ 5,474.21		\$ -
OUTSTANDING DIR DEPOSITS	\$ -		
SUB-TOTAL	\$ 1,338,967.26	\$ 546,561.04	\$ 1,885,528.30
LESS OUTSTANDING CHEQUES	\$ 159,653.02		\$ 159,653.02
OUTSTANDING AUTO WITHDRAWALS			\$ -
BANK ERROR			
	\$ -		
	\$ -		
			\$ -
BALANCE AT END OF MONTH	\$ 1,179,314.24	\$ 546,561.04	\$ 1,725,875.28

THIS STATEMENT SUBMITTED TO COUNCIL

December 11, 2024

MAYOR

TOWN MANAGER

System: 2024-12-04 11:06:13 AM
User Date: 2024-11-30

Town of Bashaw
RECONCILIATION POSTING JOURNAL
Bank Reconciliation

Page: 1
User ID: Finance

Audit Trail Code: CMADJ00000319
Chequebook ID: CREDIT UNION
Description: Credit Union General Account

Bank Statement Ending Balance: \$1,333,219.87
Bank Statement Ending Date: 2024-11-30
Cutoff Date: 2024-11-30

Statement Ending Balance	\$1,333,219.87
Outstanding Cheques (-)	\$159,653.02
Deposits in Transit (+)	\$5,747.39

Adjusted Bank Balance	\$1,179,314.24

Chequebook Balance as of Cutoff	\$1,179,314.24
Adjustments	\$0.00

Adjusted Book Balance	\$1,179,314.24

Difference	\$0.00
	=====



Town of Bashaw

Meeting:	Regular Council
Meeting Date:	December 11, 2024
Originated by:	Liz Armitage, RPP, MCIP - Planning & Development Officer
Agenda Item:	7.1- 1 st Reading of Bylaw 830 -2024 – Redesignation of Direct Control Districts

Request For Decision

Background/Proposal:

The Town of Bashaw has twenty (20) existing Direct Control (DC) District designated parcels currently in place within the Town's Land Use Bylaw 780-2018. These parcels have been designated as DC districts over time without corresponding written information incorporated into the Land Use Bylaw as to the specific allowable uses or development regulations for each parcel of land. Typically, when a parcel is designated to a DC District in an Alberta municipality, there is a specific section within that municipality's Land Use Bylaw that outlines permitted and discretionary uses, setbacks, lot coverage, height and other specific regulations pertinent to the district. Council is typically the Development Authority for Direct Control Districts unless it is otherwise explicitly stated in the DC district.

A review of each DC parcel within the Town of Bashaw has been completed to determine whether a parcel is appropriate to remain as a DC district or whether a subject parcel would be more ideally suited within the existing general land use districts within the Town of Bashaw Land Use Bylaw. This review determined that five of the current DC parcels should remain under the Direct Control (DC) designation due to unique site circumstances and/or existing or likely future uses that are unique and would benefit from the discretion of Council when making decisions on development on these parcels.

The draft Bylaw outlines specific uses and regulations for the five parcels that will remain as Direct Control. They have their own draft Districts as per the attachment to this report and are labelled, DC-1, DC-2, DC-3 and DC-4. An overview of these DC's is outlined below. One of these DC's, DC-3 is applicable to two separate parcels given the unique similarities between the two parcels. The remaining DC Districts were reviewed, and in the opinion of the professional planning review, can be redesignated to either Low Density Residential (R1), General Residential (R2) or Central Commercial (C1) District.

If Council grants 1st Reading to the proposed Bylaw, communications to the affected parcels will occur and a Public Hearing will be scheduled for this Bylaw.

Overview of District Changes

#1 Legal Land Description: Lot A, Block 40, 2533NY proposed to be designated DC-1 Address: 5430 - 51 A Street

This parcel is proposed to be designated to DC-1 due to the complex nature of past proposed and potential future uses on the subject parcel. The uses listed in this draft DC district include, but are not limited to a Community Center, Office, Child Care Facility, Group Home – Major,

Residential Care Facility and Religious Institution as well as related accessory uses outlined in the attached draft district.

In addition to standard setbacks, lot coverage and height requirements that align generally with the standardized districts of the Bylaw, there are specific regulations that require community consultation and additional potential condition items that the Development Authority (Council) may choose to include on applications within this district.

**#2 Legal Land Description: Block G, Plan 4350 HW proposed to be designated DC-2
Address: 5007 - 54 Avenue**

This parcel is proposed to be designated to DC-2 due to the unique approvals for guest suites in addition to existing residential uses on the subject parcel. The larger size of this lot also makes it less suited to the general districts and more appropriately designated as being under Council control for future approvals. The uses listed in this draft DC district include, but are not limited to residential dwellings as well as guest suites, a bed and breakfast, child care facility and related accessory uses outlined in the attached draft district.

In addition to standard setbacks, lot coverage and height requirements that align generally with the standardized districts of the Bylaw, this draft DC, much like DC-1 include additional requirements for community consultation and additional potential conditions that the Development Authority (Council) may choose to include on applications within this district.

**#3 Legal Land Description: Lot K, Plan 723 MC proposed to be designated DC-3
Address: 5240 - 52 Avenue**

Although this lot is used for residential purposes with no unique use considerations that would warrant a DC District, the large size of this lot (6.47 ac) means that it should remain a DC district at this point in time. Remaining as a DC would allow for the continuation of existing uses and potential for small-scale accessory uses and buildings.

**#4 Legal Land Description: NW 33-41-21-4 proposed to be designated DC-3
Address: 5004 - 45 Avenue**

This lot is also proposed to be designated to DC-3 as it fits the same uses and overall site context considerations as Lot K, Plan 723 MC as outlined above. Remaining as a DC at this point in time would allow for the continuation of existing uses and potential for small-scale accessory uses and buildings.

**#5 Legal Land Description: 2B, Lot J, Plan 802 2413 proposed to be designated DC-4
Address: 4720 - 49 Avenue**

As this lot is for the unique use of a bottle depot that may have potential off-side impacts and nuisance effects on nearby residential properties, it is appropriate for this lot to remain designated as a DC district given its location between two existing residential lots and the possible challenges with opening up the site to the wider range of industrial that simply redesignating to the Industrial or C2 District would entail. This district purposefully limits the use list to largely the existing use, requiring district amendments if this were to ever change which would facilitate MGA notification requirements.

#6 DC's to Be Redesignated to Low Density Residential (R1) District

Parcel Info:	Overview
Legal: SW 4;21;42;4 Roll: 001010 Address: 5111 – 50 Ave	This lot is proposed to be redesignated to the R1 district as it aligns with the designation of adjacent lots, the existing uses are primarily residential and there are no unique site considerations to warrant a DC District.
Legal: Lot F, Plan 3081 E.U. Roll: 002111 Address: 5112 – 50 Ave	This lot could be considered for designation to R1. Although not a typical shape, the existing uses could fit within this district. For any non-alignment with the existing R1, variances could be considered for future developments.

#7 DC's to be Redesignated to General Residential (R2) District

Parcel Info:	Overview
Legal: Lot 35 & 36, Block 11, Plan 2627 AC Roll: 001135 Address: 5018 – 54 Ave	Area context is largely R2 and this property fits the uses and regulations of this district.
Legal: Lot 1, Block 11, Plan 429 HW Roll: 001101 Address: 5008 – 54 Ave	Although this appears to have had commercial operations in the past, it now appears to be used as residential. The area context is largely R2 and given the lack of existing unique uses, redesignation to R2 would fit with the overall area.
Legal: Pt of Parcel 5865 CL Roll: 010014 Address: 5101 – 48 St	Although located in the center of an industrial area, the lot appears to be solely utilized for residential purposes. It can be redesignated to R2 District. In the future, a redesignation to Industrial makes sense in this location.
Legal: Lot 31 & 15' of 32, Plan 2627 AC Roll: 001531 Address: 5026 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.
Legal: 10' of 32 & 33, Block 15, Plan 2627 AC Roll: 001532 Address: 5024 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.
Legal: 34 & 35, Block 15, Plan 2627 Ac Roll: 001534 Address: 5020 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.
Legal: Lot 22 - 24, Block 14, Plan 2627 AC Roll: 001424 Address: 5035 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.
Legal: Lot 19-21, Block 14, Plan 2727AC Roll: 001419 Address: 5027 50 Ave	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.

Legal: Lot 17 & 18, Block 14, Plan 2627AC Roll: 001417 Address: 5023 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.
Legal: Lot 15 & 16, Block 14, Plan 2627AC Roll: 001415 Address: 5019 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It should be redesignated to R2 district.

#8 DC's to be Redesignated to Central Commercial (C1) District

Parcel Info:	Overview
Legal: Lot 25 & Z, Block 15, Plan 2627 AC Roll: 001525 Address: 4919 - 51 Street	This should be considered for redesignation to the C1 district as it fits the purpose, intent and is a listed use in this district. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts. As a church within the center of Town, a DC district seems unnecessary in this situation.
Legal: Lot 36 - 38, Block 15, Plan 2627 Ac Roll: 001536 Address: 5016 - 50 Avenue	This should be considered for redesignation to the C1 district as it fits the purpose, intent and is a listed use in this district. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts. As the funeral home is within the center of Town, a DC district seems unnecessary in this situation.
Legal: Lot 11 - 12, Block 14, Plan 2627 AC Roll: 001411 Address: 5009 - 50 Avenue	This appears to have commercial/light industrial uses that would fit within the C1 district as its fits the purpose, intent and has these as listed uses. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts.

Community Engagement Consideration

Notification and advertising for the Public Hearing shall occur in accordance with the *Municipal Government Act* Section 606(2). It notes that a "Notice must be published at least once a week for 2 consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held." In addition, notice must be mailed or delivered to every residence in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held.

Section 6.2 of the Town of Bashaw's Land Use Bylaw further outlines the municipality's procedures for Public Hearings and notes that as per 6.2(4), "Prior to any Public Hearing for a site specific land use bylaw amendment only, the Development Authority shall mail a notice in writing to all owners of land adjacent to the subject site."

Discussions/Options/Benefits/Disadvantages

Administration recommends Council consider the following two options:

Option #1: Council grant 1st Reading to Bylaw 830-2024 to redesignate the listed parcels as outlined in the attached Bylaw and Mapping Schedule.

Option #2: Council require further changes to the proposed land use redesignations by Administration prior to the Bylaw being considered for 1st Reading.

Costs/Source of Funding (if applicable)

N/A

Applicable Legislation

Land Use Bylaw – 780-2018, Section 12.14(2)

MGA Section 641 – Designation of direct control districts

Municipal Development Plan – 781-2018 – Sections 5, 6 and 7

Recommended Action:

Option #1: Council grant 1st Reading to Bylaw 830-2024 to redesignate the listed parcels as outlined in Schedule A and set a date of _____ for the Public Hearing.

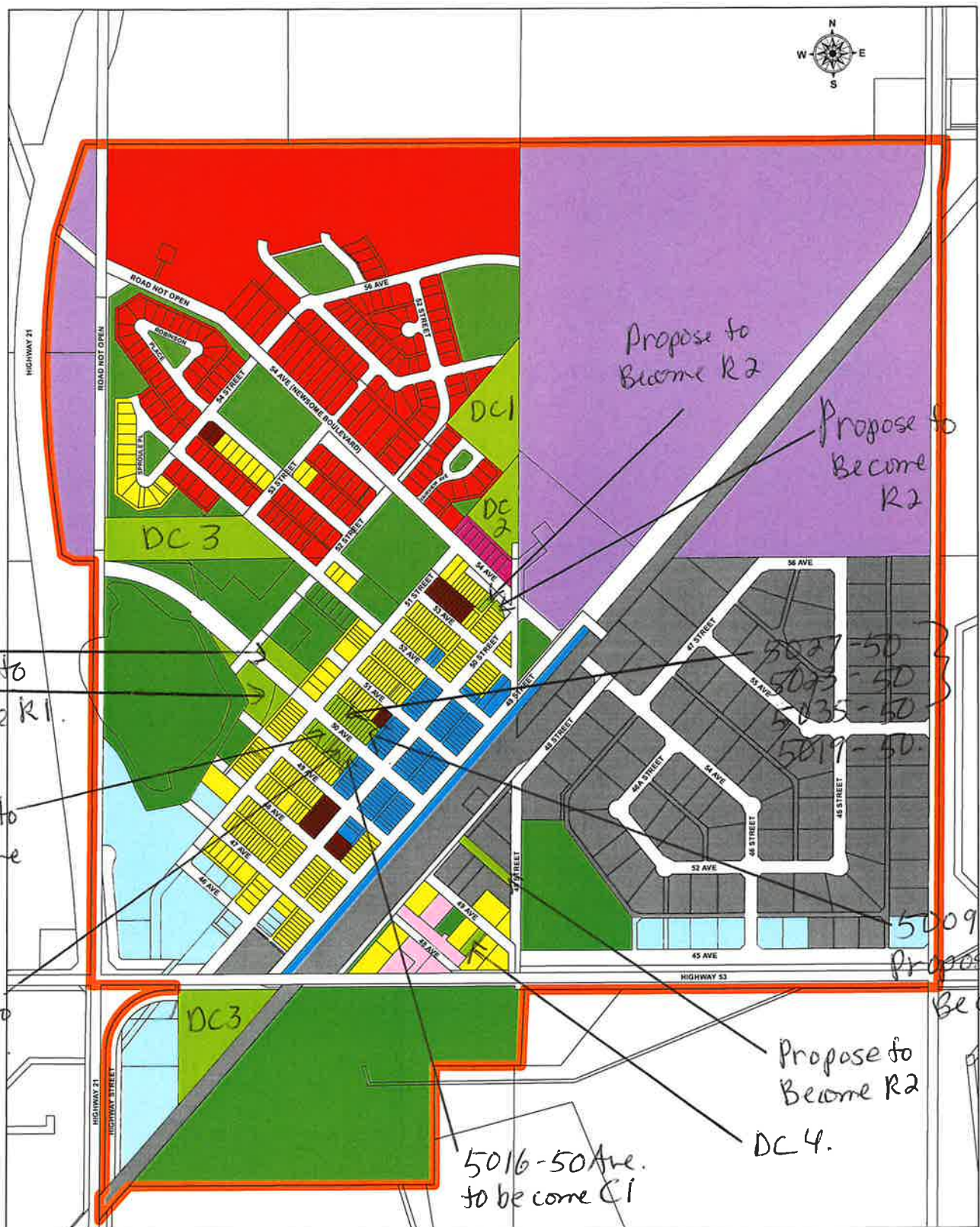
Discussion Result:

Possible Motions:

MOVED BY _____ that Council grant 1st Reading to Bylaw 830-2024 to redesignate the listed parcels as outlined in Schedule A.

MOVED BY _____ that Council require further changes to the proposed land use redesignations by Administration prior to the Bylaw being considered for 1st Reading.

Or other possible motions as determined by Council.



Town of Bashaw Land Use Bylaw Land Use Districts

Legend

■ R1 - Low Density Residential	■ MHP - Manufactured Housing Park	■ IPU - Institutional and Public Uses
■ R2 - General Residential	■ C1 - Central Commercial	■ DC - Direct Control
■ R3 - Medium Density Residential	■ C2 - Highway Commercial	■ UX - Urban Expansion
■ MHS - Manufactured Housing Subdivision	■ M - Industrial	

Legal Land	Roll Number	Address	Corresponding DC District and/or proposed redesignation approach\	Town Comments
Lot A, Block 40, 2533 NY	004000	5430 - 51 A Street	DC - 1	
Block G, Plan 4350 HW	001009	5007 - 54 Avenue	DC - 2 (Dwelling + Guest Suites). Added specific definition and additional regulations for guest house use.	
Lot K, Plan 723 MC	001931	5240 - 52 Avenue	DC - 3 - Large lot (6.47 acres in size). This could also be contemplated as urban expansion (UX) district with existing uses as legal non-conforming as this site may be ideal for future development of low-density residential at a later date.	
SW 4 42-21 West Quadrant	001010	5111 - 50 Avenue	Although larger, this lot may be ideally suited for residential subdivision in the future given its long, rectangular layout along 50 Avenue. There are no significant drawbacks to designating to R1 at this point in time. A future subdivision application could address any future redevelopment impacts through conditions. For any non-alignment with the existing R1, variances could be considered for future developments.	
Lot f, Plan 3081 E.U.	002111	5112 - 50 Avenue	This lot could be considered for designation to R1. Although not a typical shape, the existing uses could fit within this district. For any non-alignment with the existing R1, variances could be considered for future developments.	
33 - 41-21 - 4	001910	5004 - 45 Avenue	DC - 3 - Large lot similar to the other proposed DC-3 lot. This could also be contemplated as urban expansion (UX) district with existing uses as legal non-conforming as this site may be ideal for future development of additional highway commercial uses at a later date.	
Lot 35 & 36, Block 11, Plan 2627 AC	001135	5018 - 54 Avenue	This appears residential? Can be R2 like adjacent properties unless there is additional information on why this is a DC. Doesn't appear to be anything in folders on this property.	

Lot 1, Block 11, Plan 429 HW	001101	5008 - 54 Avenue	This property appears like it may have been commercial in the past, but doesn't appear to have a business operational at this time? Please confirm. If no business, can be redesignated to R2 like the adjacent properties.	This area in the past was a gas station or vehicle service business. Currently is a residence, undersized home with attached garage. The lot itself is undersized, and adjacent to it is road allowance. The site continues to be residential in use.
Pt of Parcel 5865 CL	010014	5101 - 48 Street	Although located in the center of an industrial area, the lot appears to be solely utilized for residential purposes. It can be redesignated to R2 District. In the future, a redesignation to Industrial makes sense in this location.	
Walkway beside 2B, Lot J, Plan 802 2413	010006	4720 - 49 Avenue	DC-4 - This is proposed as a DC given its location between two existing residential lots and the possible challenges with opening up the site to the wider range of industrial that simply redesignating to the Industrial or C2 District would entail. This district purposefully limits the use list to largely the existing use, requiring district amendments if this were to ever change which would facilitate MGA notification requirements.	
Lot 25 & Z, Block 15, Plan 2627 AC	001525	4919 - 51 Street	This should be considered for redesignation to the C1 district as it fits the purpose, intent and is a listed use in this district. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts. As a church within the center of Town, a DC district seems unnecessary in this situation.	
Lot 31 & 15' of 32, Plan 2627 AC	001531	5026 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	
10' of 32 & 33, Block 15, Plan 2627 AC	001532	5024 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	

34 & 35, Block 15, Plan 2627 AC	001534	5020 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	
Lot 36 - 38, Block 15, Plan 2627 AC	001536	5016 - 50 Avenue	This should be considered for redesignation to the C1 district as it fits the purpose, intent and is a listed use in this district. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts. As the funeral home is within the center of Town, a DC district seems unnecessary in this situation.	
Lot 22 - 24, Block 14, Plan 2627 AC	001424	5035 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	
Lot 17 & 18, Block 14, Plan 2627AC	001417	5023 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	
Lot 19 -21, Block 14, Plan 2627 AC	001419	5027 50 Avenue	Same block as 5023, 5035 - 50 Avenue	
Lot 15 & 16, Block 14, Plan 2627AC	001415	5019 - 50 Avenue	This is residential within the central part of Town and is a typical lot size for an R2 district. It could likely be redesignated to R2 district.	
Lot 11 - 12, Block 14, Plan 2627 AC	001411	5009 - 50 Avenue	This appears to have commercial/light industrial uses that would fit within the C1 district as its fits the purpose, intent and has these as listed uses. The adjacent angle parking provides parking availability for the range of commercial uses in this district and adjacent lots and context provides for the commercial array of districts.	



BY-LAW # 830 - 2024

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

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

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

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

1. This Bylaw may be cited as Bylaw 830-2024.
2. Schedule "A" outlines the redesignation of nineteen parcels within the Town of Bashaw to either amended Direct Control (DC) Districts (DC-1), (DC-2), (DC-3) and (DC-4), Low Density Residential (R1), General Residential (R2) or Central Commercial (C1) Districts.
3. Bylaw 830-2024 which amends the Town of Bashaw Land Use Bylaw to redesignate nineteen (19) different parcels as outlined in Schedule "A" is hereby adopted.
4. This Bylaw may be amended by Bylaw in accordance with the Municipal Government Act, as amended.
5. This Bylaw shall come into effect on the date of the third and final reading.

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

RECEIVED FIRST READING THIS
11th DAY OF December, A.D. 2024
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
*CAO

RECEIVED SECOND READING THIS
____ DAY OF _____, AD 202__
PROVINCE OF ALBERTA
IN THE TOWN OF BASHAW, IN THE
PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
* _____
*CAO

UNANIMOUS CONSENT TO PROCEED
TO THIRD READING THIS ____ DAY
OF _____, A.D. 202__, IN THE
TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
*CAO

THIRD AND FINAL
READING THIS ____ DAY OF _____,
A.D. 202__, IN THE TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

* _____
*MAYOR
* _____
* _____
*CAO

12.15 DIRECT CONTROL (DC-1) DISTRICT #1

(1) Purpose

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

(2) Development Authority

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

(3) Permitted and Discretionary Uses

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

Table 12.16.1

Permitted Uses	Discretionary Uses
• First Accessory Building 10 m² and under • First Accessory Building 10 m² and over • Accessory Uses • Club • Community Centre • Office • Park • Public Administration • Recreational Facility – Public	• Additional Accessory Buildings • Child Care Facility • Group Home • Group Home - Major • Residential Care Facility • Religious Institution

(4) Development Standards

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

Table 12.16.2

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

(5) Additional Regulations

(a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:

- i. Location and maximum size of facilities to be constructed.
- ii. Development setbacks.
- iii. Hours of operation.
- iv. Number of guest rooms.
- v. Maximum number of days of stay in a guest room.
- vi. Number of employees.
- vii. Number of vehicle visits per day.
- viii. Number, duration, and size of events permitted.
- ix. Noise.
- x. Buffering.
- xi. Lighting.
- xii. Outdoor storage.
- xiii. Parking requirements.
- xiv. Screening of facilities.
- xv. Proof of compliance with fire and safety code inspections of the facility

xvi. Requirements for evacuation and emergency response planning

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

(6) Additional Definitions

- (a) Guest Room: means a room utilized as a temporary living accommodation for overnight stays for a maximum period of time as outlined in an approved development permit.
- (b) Group Home – Major means development consisting of the use of a building as a facility which is recognized, authorized, licensed or certified by a public authority as a social care facility intended to provide room and board for seven (7) or more residents (excluding staff) including non-family disabled persons, or for persons with physical, mental, social or behavioral problems, and which may be for the personal rehabilitation of its residents either through self-help or professional care, guidance and supervision. The development shall be primary with the occupants living together as a single housekeeping group and using cooking facilities shared in common.

12.16 DIRECT CONTROL (DC-2) DISTRICT #2

1 Purpose

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

2 Development Authority

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

3 Permitted and Discretionary Uses

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

Table 12.17.1

Permitted Uses	Discretionary Uses
• First Accessory Building 10 m² and under • First Accessory Building 10 m² and over • Accessory Uses • Housing, modular • Housing, single-detached • Housing, secondary suite • Home based business • Park	• Additional Accessory Buildings • Bed and breakfast • Child care facility • Housing – guest suite • Housing, manufactured • Utility installations • Solar collectors

4 Development Standards

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

Table 12.17.2

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

5Additional Regulations

(a)The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:

- i. Location and maximum size of facilities to be constructed.
- ii. Development setbacks.
- iii. Hours of operation.
- iv. Number of Housing – guest suites.
- v. Maximum number of days of stay in a guest suite.
- vi. Number of employees.
- vii. Number of vehicle visits per day.
- viii. Number, duration, and size of events permitted.
- ix. Noise.
- x. Buffering.
- xi. Lighting.
- xii. Outdoor storage.
- xiii. Parking requirements.
- xiv. Screening of facilities.
- xv. Proof of compliance with fire and safety code inspections of the facility
- xvi. Requirements for evacuation and emergency response planning

(b)Mandatory public consultation, including but not limited to one (1) or more open houses, mail-outs, newspaper advertisements and public notice postings may be required at the discretion of the Development Authority in advance of Council consideration of a development permit within this DC district.

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

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

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

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

6Additional Definitions

(a)Housing – guest suite: means an accessory building utilized for temporary living accommodations that does not have all of the requirements for a full dwelling units and requires use of communal facilities for every residential needs.

12.17 DIRECT CONTROL (DC-3) DISTRICT #3

1 Purpose

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

2 Development Authority

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

3 Permitted and Discretionary Uses

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

Table 12.18.1

Permitted Uses	Discretionary Uses
• First Accessory Building 10 m² and under • First Accessory Building 10 m² and over • Accessory Uses • Housing, modular • Housing, single detached • Housing, secondary suite • Home based business • Park	• Additional Accessory Buildings • Bed and Breakfast • Child care facility • Church • Family care facility • Religious institution • Utility installations • Solar collectors

4 Development Standards

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

Table 12.18.2

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

5 Additional Regulations

(a) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:

- xvii. Location and maximum size of facilities to be constructed.
- xviii. Development setbacks.
- xix. Hours of operation.
- xx. Number of employees.
- xxi. Number of vehicle visits per day.
- xxii. Number, duration, and size of events permitted.
- xxiii. Noise.
- xxiv. Buffering.
- xxv. Lighting.
- xxvi. Outdoor storage.
- xxvii. Parking requirements.
- xxviii. Screening of facilities.

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

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

12.18 DIRECT CONTROL (DC-4) DISTRICT #4

1 Purpose

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

2 Development Authority

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

3 Permitted and Discretionary Uses

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

Table 12.19.1

Permitted Uses	Discretionary Uses
• First Accessory Building 10 m² and under • First Accessory Building 10 m² and over • Accessory Uses	• Additional Accessory Buildings • Recycling depot • Utility installations • Solar collectors

4 Development Standards

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

Table 12.19.2

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

5Additional Regulations

- (g) The Development Authority (Council), may, as a condition of issuing a Development Permit impose any condition that addresses a relevant planning and development matter, including but not limited to:
- i. Location and maximum size of facilities to be constructed.
 - ii. Development setbacks.
 - iii. Hours of operation.
 - iv. Hazardous materials allowed on-site
 - v. Number of employees.
 - vi. Number of vehicle visits per day.
 - vii. Number, duration, and size of events permitted.
 - viii. Noise.
 - ix. Buffering.
 - x. Lighting.
 - xi. Outdoor storage.
 - xii. Parking requirements.
 - xiii. Screening of facilities.
- (h) Non-conforming uses in this designation shall be subject to the regulations in **3.3**.
- (i) Landscaping in this designation shall be provided in accordance with the regulations in **8.12**.
- (j) Parking and loading facilities in this designation shall be provided in accordance with the regulations in **Part 10**.

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

THIS AGREEMENT MADE THE ____ DAY OF _____, 2024 (the "Agreement")

BETWEEN:

Town of Bashaw
(the "Town")

-and-

[INSERT LEGAL ENTITY NAME OF COMMUNITY GROUPS]

(the "Licensees")

(each a "party", collectively the "parties")

ARENA LICENSE AND OPERATIONS AGREEMENT

WHEREAS:

- A. the Town is the registered owner of the Bashaw Arena, a sports and entertainment facility within the Town that is located upon lands legally described as:

[Insert legal description for Arena lands]
(the "Arena")

- B. the Licensees are non-profit society and community groups that regularly utilize the Arena; and
- C. the Town has agreed to issue to the Licensees a license to use and operate the Arena, and the Licensees have agreed to accept such license (the "License") and to operate the Arena, on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sums paid to the Town by the Licensees, the receipt and sufficiency of which sum is hereby acknowledged by the Town, and the covenants and conditions herein contained, the parties hereby agree as follows:

ARTICLE 1 — THE LICENSE

- 1.1 The Town hereby grants to the Licensees an exclusive License to use, for the purposes herein specified, that portion of the Arena outlined in blue on Schedule "A" attached to this Agreement (the "Licensed Area").
- 1.2 The relationship between the Town and the Licensees is solely that of licensor and a party licensed for the non-full time use and occupation of the Arena and not one of landlord and tenant. Nothing contained herein shall confer on or vest in the Licensees any title, ownership interest or estate of any kind in the Arena or in the lands on which the Arena is constructed.
- 1.3 The License herein granted for the Licensed Area shall be limited solely to the following purposes and activities:

- (a) Operations, use, basic maintenance, and cleaning of the Arena and all of its constituent facilities, including concession, ice surface, and facility bookings.

The Licensees shall not cause or permit any other activity or use whatsoever within the Licensed Area.

- 1.4 The Licensees by performing and observing the covenants and conditions herein contained shall be entitled to reasonable exercise of the rights herein granted to the Licensees without any unreasonable hindrance, molestation or interruption from the Town.
- 1.5 The rights herein conferred upon the Licensees are not, and shall not be construed as, covenants running with the land and the Licensees shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal or equitable, in the lands within the Licensed Area.

ARTICLE 2 - LICENSE FEES AND CONTRIBUTIONS

- 2.1 In consideration of the granting of the License, the Licensees agree to pay to the Town, on January 1st of each year of the Term, an annual contribution in the amount of \$20.00.
- 2.2 The Town agrees to provide to the Licensees, for each year of the Term, the financial contribution relating to the operation of the Arena received from Camrose County, provided that this obligation shall cease in the event this Agreement is terminated.
- 2.3 The Town agrees to provide to the Licensees the financial contribution relating to the operation of the Arena received from Lacombe County for the 2024-2025 period. The Licensee will be required to apply directly to Lacombe County for subsequent years.
- 2.4 The Licensees acknowledge and agree that they shall only use the financial contributions referenced in Articles 2.2 and 2.3 for the express purposes of operating and maintaining the Arena and the Licensed Area, or for any other specific purposes provided to the Licensees by the Town.

ARTICLE 3 - TERM & TERMINATION

- 3.1 The term of the License herein granted shall commence on September 1, 2025, and shall continue until September 30, 2030, unless terminated earlier in accordance with this Agreement (the "Term").
- 3.2 Notwithstanding anything to the contrary contained herein, the parties agree that either party shall have the absolute right and privilege to terminate the License herein granted (together with all rights contained herein or ancillary thereto):
 - (a) upon providing the other party with eight (8) months written notice of such termination;
or
 - (b) upon the failure of the other party to perform any term, covenant or condition of this License provided that the terminating party has provided written notice of the default to the defaulting party and the defaulting party has failed to remedy such default within 15 days of the notice.

- 3.3 Notwithstanding any other provision contained herein, the Town and the Licensees may mutually agree in writing to extend the Term, or to enter into a new agreement granting a license to the Licensed Area subsequent to the termination of this Agreement. However, the Licensees acknowledge and agree that nothing contained herein will obligate the Town to enter into any such renewal or agreement, and whether or not the Town decides to enter into any such agreement is in the Town's sole, unfettered and absolute discretion.
- 3.4 Upon the termination of this Agreement:
- (a) the Licensees' agree to return the Arena and Licensed Area to the state it was in prior to the commencement of this Agreement, and specifically that the Licensed Area must be clean and in good working order, all damage to the Licensed Area by the Licensees or their invitees shall be repaired, and property of the Licensees must be removed;
 - (b) all improvements must remain within the Arena and the Licensed Area and shall not be removed by the Licensees;
 - (c) all property owned by the Licensees shall be removed from the Licensed Area. Any property left behind after the effective date of termination will be deemed to have been abandoned by the Licensees and the Town shall be free to dispose of such property as it sees fit; and
 - (d) If the Licensees fail to perform their obligations on termination as set out in this Article 3.4, the Town may perform the Licensees' obligations and the Town's costs shall be payable by the Licensees upon demand.

ARTICLE 4 - LIABILITY & INDEMNITY

- 4.1 The Licensees shall at all times indemnify and save harmless the Town and its officers, directors, elected officials, employees and agents (collectively the "Indemnified Parties") from and against any and all liabilities, claims, demands, losses, costs, charges, expenses, actions and other proceedings (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client full indemnity basis) made, brought against, suffered by or imposed on the Indemnified Parties in respect of anything arising by virtue of the License or the Licensees' use of the Licensed Area, including in respect of any loss, damage or injury (including injury resulting in death) to any person or property directly or indirectly arising out of, resulting from or sustained by reason of the Licensees' occupation or use of the Licensed Area or any fixtures or chattels thereon.
- 4.2 For clarity, the Indemnity provided in Article 4.1 of this Agreement includes an agreement by the Licensees to indemnify the Town for any and all environmental contamination, pollution or any other environmental liabilities occasioned by or in connection with the Licensees' use or operation of the Licensed Area, including but not limited to any liability for clean-up of any hazardous substance on, over or under the Licensed Area or to the surrounding environment, discovered during or after the expiration or termination of this Agreement.
- 4.3 The Town shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Licensed Area, or for any loss of or damage or

injury to property belonging to the Licensees or any other person, unless caused by the negligence or intentional act of the Town.

- 4.4 The Licensees shall fully indemnify and save harmless the Town from and against all construction liens and related costs and other claims (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client full indemnity basis) in connection with all work performed by or for the Licensees on the Licensed Area, and shall promptly remove all registered claims from title.
- 4.5 The Licensees shall compensate the Town for all damage to property of the Town, including any damage to the Arena, arising out of the activities of the Licensees on or adjacent to the Licensed Area, whether or not such activities are in pursuance or purported pursuance of the rights herein granted to the Licensees.
- 4.6 The Licensees' obligation to indemnify the Town shall survive the expiry or termination of this Agreement.

ARTICLE 5 - RIGHTS & RESPONSIBILITIES

- 5.1 The Licensees acknowledge and agrees that the Licensees shall be responsible for the following costs associated with operating the Licensed Area:
 - (a) any cost related to the provision of water, sewage, garbage pickup services, and any other utilities (with the exception of electricity or gas, as provided for in 5.1 (b) of this Agreement) to the Licensed Area.
 - (b) Half of any costs related to the provision of electricity and gas to the Licensed Area, for any portion of the Term where the Arena's ice plant system is operating. For Clarity, the Town shall remain responsible for the costs of any electricity or gas to the Licensed Area when the ice plant system is not operational during the Term, with the exception of when the ice plant is not operating due to maintenance or repair, in which case the Licensees' shall remain responsible. The Town shall invoice the Licensees for the electricity and gas costs, monthly, during the Term.
 - (c) All costs associated with any of the operations of the Licensed Area listed in Article 5.3 of this Agreement.
- 5.2 During the Term, the Licensees, at the Licensees' own cost, shall keep the Licensed Area in a reasonable state of repair, and shall provide all basic maintenance, repair work, and cleaning needed to keep the Licensed Area in a reasonable state of repair and in a clean and orderly state, provided that in any event the Licensees shall not be responsible for the maintenance and repair responsibilities assumed by the Town as set out in Article 5.8.
- 5.3 The Licensees acknowledge and agree that the Licensees shall be solely responsible for all operations of the Licensed Area, including:
 - (a) receiving and managing all bookings and ice time, including entering into contractual agreements with third parties for the purposes of bookings and ice time;
 - (b) collecting any fees charged for such bookings;

- (c) publishing any notices related to operations;
 - (d) implementing policies for the Licensed Area, and providing and managing any waivers or other associated documentation relating to the operations of the Licensed Area;
 - (e) managing the concession area and ensuring it is clean and operational, including providing and maintaining any required equipment and supplies, as well as any required licenses, permits, and approvals to authorize the sale of food and beverages; and
- 5.4 The Licensees acknowledge and agree that they shall be solely entitled to enter into contracts with third parties for the purposes of booking the Licensed Area and ice time, but shall otherwise not be entitled to enter into contractual agreements relating to the Arena or the Licensed Area without the prior written agreement of the Town.
- 5.5 The Licensees agree that they shall be entitled to post any advertisements or promotional materials within the Licensed Area, or enter into agreements with third parties for advertising or promotion within the Licensed Area. Notwithstanding the above, the Town shall retain all sponsorship and naming rights for the Arena and within the Licensed Area.
- 5.6 The Licensees agree that the Town shall, at all times, retain the right to access the Arena and the Licensed Area for purposes of inspections, maintenance, repair and emergency services on reasonable notice.
- 5.7 The Licensees shall not make any improvements, modifications, or alterations to the Licensed Area, or erect any signs, buildings, or structures on the Licensed Area, without the prior written consent of the Town.
- 5.8 The Licensees acknowledges and agrees that the total rights secured by the Licensees are only such rights as are specified herein and that the Town has made no representations, warranties, promises or agreements, either expressed or implied, beyond those contained herein.
- 5.9 During the Term, the Town shall be responsible for structural and mechanical maintenance of the Arena and Licensed Area and its constituent buildings, structures, and improvements. The Town shall conduct regular inspections of the structural and mechanical components of the Arena and Licensed Area. The Town shall also be responsible for maintaining the ice temperature controls, furnaces, ice plant, and ice resurfacer (with the exception of blade changes).
- 5.10 In the first year of the Term, the Town shall provide training to the Licensees on ice maintenance. Following the first year of the Term, the Licensees are solely responsible for all ice maintenance, including all use of the ice resurfacer (including blade changes).
- 5.11 The Town agrees to be solely responsible for the costs of the annual preventative maintenance contract for the Arena.
- 5.12 In the event of damage to or destruction of the Licensed Area so that the Licensed Area are wholly or partially unfit for the purpose of the Licensees, this Agreement shall be suspended until the Licensed Area has been repaired or made fit for the purpose of the Licensees.
- 5.13 In the event of substantial damage or destruction to the Arena or the Licensed Area (as determined by the Town in its sole discretion), the Town may elect to notify the Licensees that

this Agreement shall be terminated, and the termination shall take effect ninety (90) days following the Town's provision of such written notice to the Licensees.

ARTICLE 6 - CONFIDENTIAL INFORMATION

- 6.1 The Town and the Licensees each acknowledge that in connection with the obligations set out herein, they may from time to time share with the other party confidential information such as financial information, projections, human resource or personnel information ("Confidential Information"). For clarity, Confidential Information shall not include:
- (a) information that is generally available to or known by the public generally (other than as a result of its disclosure by a party in contravention of this Agreement);
 - (b) is available to a party on a non-confidential basis from a source other than the other party, or
 - (c) has been independently acquired or developed by a party without breaching any of its obligations under this Agreement.
- 6.2 The Town and the Licensees agree to take reasonable measures to safeguard any Confidential Information they receive pursuant to this Agreement, and not to disclose such Confidential Information to any third party without the prior consent of the other Party, except as required by law.

ARTICLE 7 - INSURANCE

- 7.1 The Town shall, throughout the Term, maintain insurance against fire and other risks against the Arena in an amount reasonably determined by the Town and any other insurance considered necessary by the Town.
- 7.2 The Licensees shall, at their own expense, throughout the Term, maintain in force and effect the following insurance with an insurer licensed in the Province of Alberta:
- (a) Commercial General Liability Insurance for a limit of liability not less than Five Million Dollars (\$5,000,000.00) per occurrence and insuring or including:
 - (i) Non-owned automobiles
 - (ii) Bodily injury and property damage
 - (iii) Broad form property damage
 - (iv) Blanket written contractual
 - (v) Cross liability
 - (vi) Medical expense

- (b) Property Insurance for all property owned by the Licensees, covering all risk of direct physical loss or damage to property owned by the Licensees.
- 7.3 The insurance specified in Article 7.2 shall be primary, non-contributing with, and not in excess of, any other insurance available to the Town, and shall name the Town as an additional insured with a waiver of any subrogation rights which the Licensees' insurers may have against the Town and against those for whom the Town is in law responsible.
- 7.4 The insurance specified in Article 7.2 shall be in a form and with insurers reasonably satisfactory to the Town, and such policies shall contain a clause prohibiting cancellation or reduction of coverage or limits without 30 days prior written notice thereof being provided to the Town. Upon request, the Licensees shall provide certified copies of the policies to the Town.

ARTICLE 8 - COVENANTS

- 8.1 The Licensees hereby accept the Licensed Area on an "as is" basis in its current condition as of the date hereof and shall not call upon the Town to do or pay for any work or supply any equipment to make the Licensed Area suitable for the proposed use by the Licensees.
- 8.2 The Licensees agree that they will at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Licensed Area.
- 8.3 The Licensees shall not assign, either in whole or in part, any of the rights herein conferred upon the Licensees, without the prior written consent of the Town. The Town may refuse this consent for any reason.
- 8.4 The Town agrees that it shall not sell, transfer, assign or otherwise dispose of its interest in the Licensed Area unless and until the transferee agrees to be bound by this Agreement.

ARTICLE 9 - NOTICES

- 9.1 Any notice required or permitted to be given by one party hereto to the other shall be in writing and shall either be delivered personally, mailed by prepaid registered mail, or sent by way of electronic mail to the other party at the address set out in section 9.2. Notice given in any such manner shall be deemed to have been received by the party on the day of personal delivery, upon the seventh (7th) day after the day of mailing, provided that normal postal services is in existence at the time of mailing and for the seven (7) days thereafter, or twenty-four (24) hours after an electronic mail has been sent. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to personally deliver same, or send the notice by way of electronic mail.
- 9.2 Notice shall be given:

To the Town at:

Box 510, 5011 – 52 Avenue, Bashaw, AB, T0B 0H0, email: cao@townofbashaw.com

To the Licensees at:

[insert address for notice]

- 9.3 Any party may change its address for service from time to time upon providing notice to that effect in accordance with this Article.

ARTICLE 10 -GENERAL

- 10.1 This License shall be binding upon the parties hereto, their executors, administrators and approved assigns.
- 10.2 The Licensees shall not assign or sub-license this Agreement or any of the Licensees' rights or obligations without the prior written consent of the Town, which consent may be withheld in the sole discretion of the Town.
- 10.3 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other than as set out in this Agreement.
- 10.4 Headings in this Agreement are for reference only and do not form any part of this Agreement.
- 10.5 The preamble, recitals and schedules to this Agreement form part of this Agreement and are incorporated herein.
- 10.6 This Agreement may only be amended by a subsequent written instrument signed by both Parties.
- 10.7 Failure of the Parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.
- 10.8 This Agreement shall be construed and enforced in accordance with the laws of the province of Alberta. The parties hereto irrevocably attorn to the jurisdiction of the courts located in Edmonton, Alberta.
- 10.9 This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument. Counterparts may be delivered electronically, by email or facsimile transmission and when so delivered will be deemed an original.

[Remainder of page intentionally left blank. Signature page follows.]

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

TOWN OF BASHAW

Per: _____
Name: Robert McDonald
Position: Mayor

Per: _____
Name: Theresa Fuller
Position: Chief Administrative Officer

[INSERT NAME OF COMMUNITY GROUP]

Per: _____
Name:
Position:

Per: _____
Name:
Position:

WITNESS (AS TO BOTH SIGNATURES)

Schedule "A" - Licensed Area

Bashaw Arena Diagram.

