



REGULAR MEETING OF COUNCIL

A G E N D A

Thursday, January 2, 2025, 6:00 pm

Council Chamber & Zoom Access

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. PUBLIC HEARINGS
4. DELEGATIONS
 - 4.1 Bashaw & District Support Services – 2025 Budget Presentation – Executive Director Christine Buelow
 - 4.2 Bashaw Youth Foundation – 2025 Budget Presentation – Executive Director Christine Buelow
5. APPROVAL OF MINUTES
 - 5.1 Minutes of the December 11, 2024, Regular Meeting of Council
6. CONSENT AGENDA
 - None
7. NEW & UNFINISHED BUSINESS
 - 7.1 Book Public Engagement Date – Direct Control Revision – Land Use Bylaw Amendment Bylaw 830 - 2024
 - 7.2 Agreement for Alberta Registered Community Recycling Calendars
 - 7.3 Joint Use Planning Agreement – Change Request for Joint Use Space
 - 7.4 Arena Vending Machine Request – Dustin & Robyn Hemingson
 - 7.5 Land Sale Funds Transfer to Reserve
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Legal – Direct Control – FOIP Section 27
11. NOTICES OF MOTION
12. NEXT MEETING: Next Meeting Date as per rotation: January 15, 2025 – 6:00 pm
13. ADJOURNMENT

TOWN of BASHAW

Bashaw and District Support Services Association

2025 BUDGET

	APPLICATION DATE:	Dec 29/24
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GL Code	ITEM DETAILS	2024 BUDGET	2025 BUDGET	+/- %
REVENUE				
GL Code	Administration/Information/Referrals Revenue	2024 BUDGET	2025 BUDGET	+/- %
	Town of Bashaw FCSS Funding			#DIV/0!
	Donations & Fund Raising	\$ 17,269.00		-100.00%
	Canada Summer Jobs	\$ 6,600.00	\$ 6,600.00	0.00%
	Government Employment Funding			#DIV/0!
	Interest Revenue			#DIV/0!
	Miscellaneous Revenue			#DIV/0!
	Regional Wellness Partnerships	\$ 10,000.00	\$ 10,000.00	
	Photocopying	\$ 1,800.00	\$ 600.00	-66.67%
	Administration Fees	\$ 41,390.00	\$ 27,835.00	-32.75%
			\$ -	#DIV/0!
	Total Revenue (non-Town)	\$77,059.00	\$45,035.00	-41.56%
EXPENSES				
GL Code	Administration/Information/Referrals Expenses	2024 BUDGET	2025 BUDGET	+/- %
5410	Wages & Salaries	\$ 78,952.00	\$ 50,000.00	-36.67%
5420	Benefits (EI/CPP/WCB/Stat Pay)	\$ 6,122.00	\$ 5,128.00	-16.24%
5610	Accounting, Audit & Legal	\$ 3,000.00	\$ 4,400.00	46.67%
5615	Advertising & Promotions	\$ 500.00	\$ -	-100.00%
5640	Courier & Postage	\$ 800.00	\$ 500.00	-37.50%
5650	Photo Copies & Lease Share	\$ 3,000.00	\$ 3,175.00	5.83%
5685	Insurance	\$ 500.00	\$ 500.00	0.00%
5690	Interest & Bank Charges	\$ 350.00	\$ 350.00	0.00%
5700	Office Supplies	\$ 1,500.00	\$ 500.00	-66.67%
5755	Program Resources & Materials	\$ 3,000.00	\$ 300.00	-90.00%
5780	Telephone/Fax Line	\$ 1,700.00	\$ 1,700.00	0.00%
5782	Workshops/Training	\$ 250.00	\$ 800.00	220.00%
5785	Board, Staff, Volunteers Travel Etc	\$ 200.00	\$ 200.00	0.00%
	Memberships	\$ 100.00	\$ 100.00	0.00%
	Facility Supplies	\$ 150.00	\$ 150.00	0.00%
	Equipment/Repairs/Maintenance	\$ 550.00	\$ 550.00	0.00%
	Rentals/Lease	\$ 1,250.00	\$ 1,250.00	0.00%
	Contracted Personnel		\$ -	#DIV/0!
	Total Administration/Information/Referral Expenses	\$101,924.00	\$69,603.00	-31.71%
	NET ADMINISTRATION/INFORMATION SURPLUS/DEFICIT	(\$24,865.00)	(\$24,568.00)	-1.19%
REVENUE				
GL Code	Meals on Wheels Revenue	2024 BUDGET	2025 BUDGET	+/- %
4101	Town of Bashaw FCSS Funding			#DIV/0!
4420	Client Fees	\$ 6,240.00	\$ 14,040.00	125.00%
	Fundraising	\$ 1,610.00	\$ 300.00	-81.37%
	Government Relief Funding	\$ -	\$ -	#DIV/0!
	Total Meals on Wheels Revenue	\$7,850.00	\$14,340.00	82.68%
EXPENSES				
GL Code	Meals on Wheels Expenses	2024 BUDGET	2025 BUDGET	+/- %
	Advertising	\$ 200.00		-100.00%
5755	Program Resources & Materials	\$ 5,480.00	\$ 11,720.00	113.87%
	Protective Supplies	\$ 200.00	\$ 200.00	0.00%
	Education/Resource Materials	\$ 250.00	\$ 500.00	100.00%
	Volunteer Training			#DIV/0!
	Administrative Expenses (Audit, Ins., Etc.)	\$ 3,000.00	\$ 3,000.00	0.00%
	Driver's Fees	\$ 1,000.00	\$ 1,000.00	0.00%
	Total Meals on Wheels Expenses	\$10,130.00	\$16,420.00	62.09%

GL Code	ITEM DETAILS	2024 BUDGET	2025 BUDGET	+/- %
	NET MEALS ON WHEELS SURPLUS/DEFICIT	(\$2,280.00)	(\$2,080.00)	-8.77%
	REVENUE			
GL Code	Community Wellness Revenue	2024 BUDGET	2025 BUDGET	+/- %
4101	Town of Bashaw FCSS Funding			#DIV/0!
	United Way of Central Alberta	\$ 12,350.00	\$ -	-100.00%
	Government of Alberta Lottery Funds	\$ 15,000.00	\$ 20,000.00	33.33%
	Regional Wellness Partnerships	\$ 31,000.00	\$ 22,000.00	-29.03%
	Government of Alberta Special Projects Funding	\$ 97,697.00	\$ -	-100.00%
	CIP Programs Grant			#DIV/0!
	Donations/Fundraising	\$ 22,474.00	\$ 22,633.00	0.71%
	Corporate Funders	\$ 30,000.00	\$ 11,000.00	-63.33%
	Total Community Wellness Revenue	\$208,521.00	\$75,633.00	-63.73%
	EXPENSES			
GL Code	Community Wellness Expenses	2024 BUDGET	2025 BUDGET	+/- %
5410	Wages & Salaries	\$ 150,532.00	\$ 78,420.00	-47.90%
	Beneifts (EI/CPP/WCB/Stat Pay)	\$ 12,043.00	\$ 6,274.00	-47.90%
5700	Office Supplies	\$ 400.00	\$ 400.00	0.00%
	Advertising			#DIV/0!
	Program Resources and Materials	\$ 2,500.00	\$ 500.00	-80.00%
	Facility Rent	\$ 4,000.00	\$ -	-100.00%
	Client Transportation	\$ -	\$ -	#DIV/0!
	Volunteer Honorarium	\$ 2,500.00	\$ -	-100.00%
	Education/Resource Materials	\$ 200.00	\$ 200.00	0.00%
	Staff Travel	\$ 4,200.00	\$ 200.00	-95.24%
	Staff Training	\$ 3,500.00	\$ 500.00	-85.71%
	Administrative Expenses (Audit, Ins., Etc.)	\$ 50,000.00	\$ 25,000.00	-50.00%
	Contracted Services	\$ 10,000.00	\$ 6,000.00	-40.00%
	Total Community Wellness Expenses	\$239,875.00	\$117,494.00	-51.02%
	NET COMMUNITY WELLNESS SURPLUS/DEFICIT	(\$31,354.00)	(\$41,861.00)	33.51%
	REVENUE			
GL Code	Social Programming for Youth Revenue	2024 BUDGET	2025 BUDGET	+/- %
	Town of Bashaw FCSS Funding			#DIV/0!
	Government Facility Funding	\$ 33,897.00	\$ 33,897.00	0.00%
	Government of Alberta - Employee Training Grant	\$ 4,000.00	\$ 4,000.00	0.00%
	Government of Alberta Grants	\$ 20,000.00	\$ 5,000.00	-75.00%
	Government of Canada - Summer Student	\$ 14,331.00	\$ 14,331.00	0.00%
	Donations	\$ 4,000.00	\$ 10,000.00	150.00%
	Fundraising	\$ 10,000.00	\$ 5,000.00	-50.00%
	Corporate Sponsorship	\$ 7,000.00	\$ 10,000.00	42.86%
	Casino Funds		\$ 5,000.00	#DIV/0!
	Community Partner Funding	\$ 5,000.00	\$ 5,000.00	0.00%
	Miscellaneous Revenue			#DIV/0!
	Program Fees	\$ 1,928.00	\$ 7,000.00	263.07%
	Total Revenue (non-Town)	\$100,156.00	\$99,228.00	-0.93%
	EXPENSES			
GL Code	Social Programming for Youth Expenses	2024 BUDGET	2025 BUDGET	+/- %
5410	Wages & Salaries	\$ 52,224.00	\$ 52,224.00	0.00%
5420	Beneifts (EI/CPP/WCB/Stat Pay)	\$ 4,178.00	\$ 4,178.00	0.00%
5610	Accounting, Audit & Legal	\$ -		#DIV/0!
5615	Advertising & Promotions	\$ -		#DIV/0!
5640	Courier & Postage	\$ -		#DIV/0!
5650	Photo Copies & Lease Share	\$ 1,200.00	\$ 1,200.00	0.00%
5685	Insurance	\$ 1,800.00	\$ 1,800.00	0.00%
5690	Interest & Bank Charges	\$ 100.00	\$ 100.00	0.00%
5700	Office Supplies	\$ 600.00	\$ 600.00	0.00%
5755	Program Resources & Materials	\$ 7,000.00	\$ 7,000.00	0.00%
5780	Telephone/Fax Line	\$ 3,000.00	\$ 3,000.00	0.00%
5782	Workshops/Training	\$ 4,000.00	\$ 4,000.00	0.00%
5785	Board, Staff, Volunteers Travel Etc	\$ 1,000.00	\$ 1,000.00	0.00%
	Honorariums/Gifts	\$ -		#DIV/0!
	Facility Supplies	\$ 1,800.00	\$ 1,800.00	0.00%
	Equipment/Repairs/Maintenance	\$ 500.00	\$ 500.00	0.00%
	Rentals/Lease	\$ 33,250.00	\$ 33,897.00	1.95%
	Contracted Personnel - marketing, outing staff	\$ 8,460.00	\$ 8,460.00	0.00%
	Total Social Programming for Youth Expenses	\$119,112.00	\$119,759.00	0.54%

GL Code	ITEM DETAILS	2024 BUDGET	2025 BUDGET	+/- %
	NET SOCIAL PROGRAMMING FOR YOUTH SURPLUS/DEFICIT	(\$18,956.00)	(\$20,531.00)	8.31%
	TOTAL ALL REVENUE	\$393,586.00	\$234,236.00	-40.49%
	TOTAL ALL EXPENSES	\$471,041.00	\$323,276.00	-31.37%
	AMOUNT TO BE FUNDED BY TOWN	(\$77,455.00)	(\$89,040.00)	14.96%
	Anticipated cash/savings in society account as of December 31, 2024			\$83,000
	What are your plans for these funds?			Retain for use as bridge funds between grants

**APPLICATION FOR 2025
TOWN of BASHAW
FAMILY and COMMUNITY SUPPORT SERVICES FUNDING**

PART I – ABOUT YOUR ORGANIZATION/GROUP

Organization Name: Bashaw and District Support Services Association	
Organization Address: P.O. Box 568, Bashaw AB, T0B 0H0	
Contact Name: Christine Buelow – Executive Director Mary Ellen Docherty – Board Chair	Contact Phone Number: 780-372-4074
Incorporation Number: 50570964	Incorporation Date: June 22, 1993
Charitable Donation Number: 89891 8537 RR0001	Charitable Organization Name: Bashaw and District Support Services Association
Executive Director: Christine Buelow	
Funding Requested: \$89,040.00 Amount Approved: \$	

MISSION/MANDATE OF APPLICANT ORGANIZATION:

BDSS is a non-profit charitable organization committed to supporting and implementing social programs for individuals, families and the community. BDSS works towards supporting the well being of all citizens. Communities need a centralized source to facilitate participation in community issues, contribute resources and access services. Through the use of community development practices, promotion of volunteerism, and facilitation of relationships a community will come together to establish service needs and resources to meet those needs.

GOALS OF APPLICANT ORGANIZATION:

Determined by FCSS mandate—see attached Logic Model

PROGRAMS AND SERVICES PROVIDED BY THE APPLICANT ORGANIZATION:

The following is a list of all the programs that our organization offers. Not all of these programs are FCSS programs.

We assist the community by development and implementation of services within the Bashaw RCMP Region:

FCSS Funded Programs:

- **Community Wellness Program**—early intervention and prevention program, offering support for families with children 0-18 years through inclusive programming available to all children, which includes interactive programming (Roots of Empathy, Music/Drama, Mentorship, Precision Reading, Extended Learning Facilitation), child/family support, connection to community resources, and referrals. It is a priority for families to engage in activities that give them a sense of belonging.
- **Roots of Empathy**—encourage pro-social behavior in an attempt to create more civil societies.
- **Navigation** – one on one individualized support to assist individuals (0-18 years) and their families in Navigating programs and systems.
- **Community Development and Communication** – Coordinate conversation, development, and implementation of services in support of community need. Coordinate local/regional communication to build stronger partnerships and alliances, assist public with greater understanding, and develop trusting relationships within the community.
- **Meals on Wheels**—In home meal services allowing individuals within the community to age in place, and receive proper nutrition. Partners are Bashaw Meadows, local Churches, and individuals to deliver this daily lunch service delivery program.
- **Information and Referral**—Connects community to the resources they need
- **FCSS Administration Services** – management, development, and evaluation of FCSS programs and services.
- **Tools for School** – Collection campaign of necessary school supplies and materials to support families in need. Collection is accomplished in partnership with local community organizations, with Bashaw School receiving the items and distributing them accordingly.
- **Social Programming for Youth (Bashaw Youth Centre)** – Social Programming for Youth is intended to provide space and programming/services that allow Youth to develop positive self identity/image, positive relationships, values, and social competencies, as well as have healthy connection to their community.

FCSS Contracted Services:

- **Bashaw Youth Drop-In Foundation**— Reception and administration of Youth Services for Bashaw and Area

Non FCSS Funded Programs:

- **Generations Daycare** – Accredited, Licensed childcare for children age 0-6.
- **Preschool**—Licensed early learning programming for children aged 3-5.
- **Community Emergency Fund** – Funding to support unique/urgent emergency situations.
- **Community Outreach**---Seniors/Families/Children
- **Information and Referrals**—Connects the community to the resources they need.
- **Home Support**—Home support is provided to people whose ability to manage on their own is limited and for those who have no family or friends to help them with various household responsibilities.
- **Regional Transportation**—this program coordinates community volunteers to transport individuals ages 50+ to medical appointments
- **Navigation** – one on one individualized support to assist individuals (18+) and families in Navigating programs and systems.
- **Mental Health Services**— contracted therapists serving youth ages 5-18 in the region (serving Bashaw RCMP region)
- **Bashaw Regional Wellness Initiative**— Cross-sector hub developing programs and partnerships to better serve the Bashaw RCMP region, and advocate for rural services. Established by Bashaw RCMP, BDSS, Bashaw School, and Bashaw Adult Learning.

Non FCSS Contracted Services:

- **Bashaw Bus Society** — Reception and administration of Bus services.
- **Bashaw Food Bank**— Reception and administration for Food Bank services.
- **Bashaw Adult Learning Council**— Reception and administrative support.

BOARD OF DIRECTORS 2024-25:

Name	Position	Contact Information
Mary Ellen Docherty	Chair	Box 272, Bashaw AB
Margaret Baier	Vice-Chair	Box 156, Bashaw AB
Sandy Radke	Secretary/Treasurer	Box 457, Bashaw AB
Susan Albers	Director	General Delivery, Bashaw AB
Mike Stegemann	Director	General Delivery, Bashaw AB
Bryan Gust	Town Representative	Box 611, Bashaw AB

FCSS Administration Services

PURPOSE OF THE PROGRAM:

The FCSS administrative services include the day-to-day operation of the programs and services including, management, planning, and evaluation of programming. Operational services such as bookkeeping, payroll, invoicing, insurance, audit, general office supplies and expenses, and so on are also part of this. Information and Referral specifically related to FCSS targets and goals, smaller programs such as Tools for School, Community Volunteer Recognition, and specialized community development work (ie-Children's Mental Health Initiative) are also included under this umbrella.

TARGET POPULATION:

These services are available to the whole community.

COMMUNITY NEED:

Statistics and tracking information indicate that the community has a high need for support services in the areas of mental health & addictions, social supports, food security, one-on-one counseling, and navigation of government programs. BDSS staff do their best to provide services or referrals to families or individuals in need.

COMMUNITY PARTICIPATION:

Volunteers will engage with BDSS in program development, delivery, and evaluation, as well as annually be given an opportunity to govern FCSS services through election to the Board of Directors.

OBJECTIVES:

- The Bashaw community will create, develop and maintain services that have been identified as needed and wanted.
- The community will be able to communicate with external agencies with accurate and detailed assessments of need.
- As a rural community, Bashaw will have services equal to those offered by larger centers.

HOW WILL IT OPERATE:

Daily 9:00 -4:00

Two staff share this position to make for full time coverage of the office to serve the community.

ACCOUNTABILITY: Logic Model enclosed

BUDGET: 2025 Budget enclosed

Logic Model – FCSS Administration

Elements	Information Categories	Description
Resources	<i>In order to accomplish our set of activates, we will need the following</i>	• Staff to support programs and community members • Administrative Support • Equipment and technology necessary for day to day operation • Insurance, auditors, technical support • Supplies and materials to maintain office • Data and information for information and referral services
Activities	<i>In order to address our problem or asset, we will accomplish the following activities</i>	• Operational and administrative support for programs • Support services of vulnerable and at-risk community members • Community tools for community development work • Accountability tools and processes for funders and partner organizations • General information and referral for walk-in community members
Outputs Short	<i>We expect that once accomplished, these activities will produce the following evidence or results</i>	• Community members will report satisfied to excellent rating of support when looking for information, referrals or support services • Community acquires and accesses services on a continuous basis through tracking of needs and requests
Short & Long term Outcomes	<i>We expect that if accomplished, these activities will lead to the following changes in 1-3 then 4-6 years</i>	• The Bashaw community will create, develop and maintain services that have been identified as needed and wanted. • Community is able to communicate with external agencies with accurate and detailed assessments of needs.
Impact	<i>We expect that if accomplished these activities will lead to the following impact.</i>	• As a rural community, Bashaw will have services equal to those offered by larger centers, with long-term sustainability.

Meals on Wheels

PURPOSE OF THE PROGRAM:

This program serves individuals in the community who have difficulty preparing their own meals.

TARGET POPULATION:

Clients are most often seniors, but have also included those who have suffered accidents or illness and are unable to care for themselves for a period of time.

COMMUNITY NEED:

Meals on Wheels program is an essential service. We feel there is probably more need for this program in our community, but awareness and acceptance are issues that need to be addressed with the community.

COMMUNITY PARTICIPATION:

This program requires the coordination of volunteers to deliver meals. Community participation has been essential for the delivery of this program, and has dwindled over time. Volunteers are individuals within the community. Volunteers are always welcomed and training is available for any new volunteers. A partnership with the Bashaw Meadows – Bethany Group exists as they prepare nutritious meals that we deliver.

OBJECTIVES:

- Individuals who are unable to prepare their own meals have a healthy meal once a day or as often as needed.
- Seniors will maintain their health status due to appropriate nutritional support.
- Seniors will be able to live in their own homes much longer than they would without meal support and isolation will decrease due to daily contact with volunteers.

HOW IT WILL OPERATE:

Meals are delivered Monday, Wednesday & Friday beginning at 11:45 am. Holidays and closures do not interrupt this schedule.

As a liaison between the Bashaw Meadows, who prepares the meals, and the client, BDSS will monitor and update requests for services. Volunteers from the community at large, will deliver the meals.

Fees are invoiced and collected monthly.

ACCOUNTABILITY: Logic Model enclosed.

BUDGET: 2025 budget enclosed.

Logic Model – Meals on Wheels

Elements	Information Categories	Description
Resources	<i>In order to accomplish our set of activities, we will need the following</i>	• Licensed Kitchen Facility • Administrative Support • Communication tools – coordination of deliveries • Volunteer drivers • Delivery Material and Supplies for meals
Activities	<i>In order to address our problem or asset, we will accomplish the following activities</i>	• Seniors and or convalescing adults receive a nutritional meal daily prepared by a licensed facility.
Outputs Short	<i>We expect that once accomplished, these activities will produce the following evidence or results</i>	• Seniors and convalescing adults will receive appropriate daily nutritional requirements. • Clients report a satisfactory to excellent rating of their meals, timeliness of delivery and volunteer contact.
Short & Long Term Outcomes	<i>We expect that if accomplished, these activities will lead to the following changes in 1-3 then 4-6 years</i>	• Seniors receiving meals feel more connected to the community. • Seniors health is maintained or improved due to nutritional meals provided. • Seniors feel supported.
Impact	<i>We expect that if accomplished these activities will lead to the following impact.</i>	• Seniors are able to live in their own homes much longer than they would without meal support. • Seniors maintain their health status due to appropriate nutritional support. • Health care costs are lower due to delayed entry into the more formal health institutions.

Community Wellness

PURPOSE OF THE PROGRAM:

This program provides counseling, emotional support and preventative programming for children and families in our community. Referrals to the program come from the school, the community, external service providers. The program has multiple funders and requires annual applications and quarterly reports to be prepared and delivered to the appropriate funder. A joint management committee representing four agencies meets bi-monthly to manage this program, supervise and provide direction.

TARGET POPULATION:

Pre-natal- 18 years of age; families or individuals

COMMUNITY NEED:

In September 2011 we altered the program to become more inclusive of the **entire community** with hopes that the work would be preventative in nature for all citizens. Shifting our focus from not only “maintaining” family wellness, we truly wanted to work on “creating” family wellness. Currently, we have 100% of the school population engaged in the programming with their families. Whether it be enrollment in the Theatre Program (supporting talents of acting, managing, directing, sewing, culinary, and so much more), Cross-generational mentoring, reading program, counseling, information and referral, or a Breakfast for Learning (to name a few), the children and their families are engaging. As the enhanced programming gains momentum, we are discovering people of all ages within the community are finding a place to “be a part of”.

In 2017, we initiated meetings in partnership with Bashaw RCMP, Bashaw School, Bashaw Adult Learning, Bashaw Service Groups, and communities surrounding Bashaw and area. These meetings led to the creation of the Bashaw & Area Regional Wellness Initiative. The Regional Wellness Initiative has grown to 28 partners strong, with sub-programming happening at Donalda, and Alix. This initiative continues to grow, and has spurred the development of the **Navigation support program** for clients 0-99. *FCSS Funding supports those clients ages 0-18 and their families.

BDSS seeks to support the continuation of growth in this programming area to best serve children and their families. This includes Food Security Education programming (Community Kitchens, in partnership with Adult Learning), Early Intervention (Preschool), Crisis and Prevention work (Navigation, Extended Learning Program), Youth Support programs and more.

COMMUNITY PARTICIPATION:

The Community Wellness program is strongly based on its multiple partnerships- the Joint Management Team- with BDSS, Bashaw School, Bashaw RCMP, and Community Members. This program has been designated a Provincial Best Practice by Child and Family Services.

The program will have more community engagement activities led by the program participants. Some examples of this include Peer Mentorship, Family Resource Network, Skill Development classes. The community at large participated in a school-wide breakfast & snack program within the school. Students are supported through group activities and projects they initiate to unite students and create a sense of belonging.

Another extremely successful program facilitated through the CWW program is “Roots of Empathy” which brings a volunteer parent and a baby from the community, into a classroom to teach school

children about empathy. By observing the infant, over the course of the year as it develops and grows, children learn about child development and emotional literacy-the ability to name an emotion; they learn to recognize temperament traits and how they themselves react to certain situations; and they see the wonderful attachment and attunement of parent and child. All of this and much more foster the development of Empathy.

OBJECTIVES:

- Families will have greater access to external services to support the development of children.
- The incidence of “at risk” behaviors and family relationships are significantly reduced and replaced with support and inclusive services.
- Parents will have the skills they need for healthy and safe relationships with children and community, and experience positive family functioning.
- Children learn pro-social skills and experience healthy social and emotional development.

HOW IT WILL OPERATE:

The program requires staff that posses a Degree or Diploma in Human Services or related education. The Roots of Empathy program requires 2 staff/trained volunteers to facilitate this program.

The Community Wellness Worker (CWW) will have an office located in the Bashaw School and will be available to students and their families 4 days a week; and will be available for community individuals and families from the BDSS office 1 day a week. Due to funding cutbacks, professional counseling services have been suspended until further funding is obtained. Referrals to see CWW are made through the school with parent consent. Individuals and families may request support or counseling by contacting the BDSS office.

The Navigator will have an office located at BDSS and is available to individuals and families 3-4 days/week.

The Extended Learning Facilitator works from the BDSS office, as well as within the school. This will be comprised of multiple part-time positions, so that a diverse team of support is created, and able to be flexible in meeting the needs of any student Pre-K to Grade 12, as well as Post Secondary (in partnership with Bashaw Adult Learning).

ACCOUNTABILITY: Logic Model enclosed.

BUDGET: 2025 Budget enclosed.

Logic Model –Community Wellness (Community Wellness Worker)

Elements	Information Categories	Description
Resources	<i>In order to accomplish our set of activities, we will need the following</i>	• Staff and Administrative Support • Collaboration between programs and services • Office Space and supplies • Program Material and supplies
Activities	<i>In order to address</i>	• The Community Wellness Worker will provide

	<i>our problem or asset, we will accomplish the following activities</i>	support to children from birth to 18 years of age as well as adults. • Strategies for the development of healthy family and child relationships are created and used for community parents and families. • Independence is fostered within families to problem solve and continue to develop positive relationships. • Children receive consistent safe support from a worker who can refer when necessary. The program provides one starting point for the access of various support services. • Children's Service partnership and meetings promotes and provides a positive, solution focused crisis intervention and child support. • Preventative Pro-Social skill building programs targeting 0-99 years are implemented and work to utilize community volunteer involvement. • Ongoing counseling services provided for all age groups. • Family/Individual support and mediation. • Crisis counseling and access to further counseling supports when needed.
Outputs Short	<i>We expect that once accomplished , these activities will produce the following evidence or results</i>	• Children report they have obtained an increase in strategies to overcome challenges they face. • Parents feel supported and included in the support system developed for their children. • Children, parents' and families report they have access to personal counseling services and a "go to" person when issues arise. • Parents report an increase in knowledge and awareness of normal child development and identification of atypical behavior. • Parents understand the referral process and the method of accessing services in dealing with atypical behavior or irregular child development. • Children at risk experience school success and community inclusion. • Families feel they have a say in the direction programming takes. • Families state they have involvement and opportunity for input in the program.
Short & Long Term Outcomes	<i>We expect that if accomplished, these activities will lead to the following changes in 1-3 then 4-6 years</i>	• Individuals, parents and families have the skills they need for healthy and safe relationships with children and community. • Community volunteers are involved in preventative pro-social skill building social activities. • Existing partnerships are enhanced and further partnerships developed to include all organizations in support of children, families and community

		members. Continue to demonstrate the positive outcomes resulting from the creation of a web of support from children, families and community members through establishing positive links with the various social support services already available.
Impact	<i>We expect that if accomplished these activities will lead to the following impact.</i>	- The incidence of 'at-risk' behaviors and family relationships are significantly reduced and replaced with support and inclusive services. - Families have greater access to external services to support the development of children.

Social Programming for Youth

PURPOSE OF THE PROGRAM:

Social Programming for Youth is intended to provide space and programming/services that allow Youth to develop positive self identity/image, positive relationships, values, and social competencies, as well as have healthy connection to their community.

TARGET POPULATION:

The target population is 6-17 years.

COMMUNITY NEED:

Although Bashaw has many valuable community programs and services, none exist that provide a consistent drop-in location for children to access after school. Many recreation programs are seasonal, and operate for minimal hours each week. The Bashaw Youth Centre, and the programming it offers give opportunity for youth to gather and enjoy a comfortable drop in centre with ample opportunities for engagement.

Bashaw Youth Centre re-opened in May, 2022. Through the summer we enjoyed a great partnership with BDSS, and other community partners to offer diverse programming for youth in Bashaw and area. **Currently, we have 122 memberships. We see an average of 18-39 youth/day, totaling over 133 visits/week.** Our fundraiser - Festival of Trees typically sees 125+ children in attendance, plus parents, caregivers, and other community members. We enjoy a partnerships with Bashaw School, Bashaw United Church, Alix Community Resource Centre, Alix MAC School, and Bashaw Majestic Theatre which allows use of facility as well as other programming opportunities to better develop our youth.

We have completed re-branding of Bashaw Youth Droop-In Foundation and their services, increasing programs and outings, enriching partnerships, and secondary stages of sustainability planning. BYF board is committed to the mandate of their organization and the overall purpose we all serve at Bashaw Community Resource Centre in serving the community.

COMMUNITY PARTICIPATION:

Bashaw Youth Drop In Foundation (BYF) is a partner in the Bashaw Community Resource Centre. Since re-opening in May 2022, they have offered many activities and programming within the community, utilizing partnerships, facilities, volunteers, and more. They look for opportunities for Bashaw and area youth to engage within the community to be part of the success.

OBJECTIVES:

- The Bashaw community will create, develop and maintain services that have been identified as needed and wanted.
- The community will be able to communicate with external agencies with accurate and detailed assessments of need.
- As a rural community, Bashaw will have services equal to those offered by larger centers.

HOW WILL IT OPERATE:

Drop In: Monday – Friday: 3:30 pm – 5:30 pm, and often full days on school closure and summer.

Extension Programming: Specialized times within the community as determined by season.

Pop-Up Programming: Unique, short-term programming that is focused on opportunities for youth and their families to engage.

Staffing will range from 1-3 part-time staff daily depending on event, and number of attendees.

ACCOUNTABILITY: Logic Model enclosed

BUDGET: 2025 Budget enclosed

Logic Model – Social Programming for Youth

Elements	Information Categories	Description
Resources	<i>In order to accomplish our set of activates, we will need the following</i>	• Staff to support programs and community members • Administrative Support • Equipment and technology necessary for day to day operation • Insurance, auditors, technical support • Supplies and materials to maintain office • Data and information for information and referral services
Activities	<i>In order to address our problem or asset, we will accomplish the following activities</i>	• Drop In Centre • Extension Programming and Services • Pop-Up Programming
Outputs Short	<i>We expect that once accomplished, these activities will produce the following evidence or results</i>	• Youth attend the Drop In Centre. • Youth attend programs and utilize services. • Youth engage in community through volunteering, providing leadership, and helping shape future of Bashaw.
Short & Long term Outcomes	<i>We expect that if accomplished, these activities will lead to the following changes in 1-3 then 4-6 years</i>	• Youth develop positive identities. • Youth get support from other people. • Youth develop positive values. • Youth develop positive relationships in the community. • Youth participate positively in the community.
Impact	<i>We expect that if accomplished these activities will lead to the following impact.</i>	• Youth will be healthy and experience well-being.



**REGULAR MEETING OF COUNCIL
MINUTES
December 11, 2024, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:40pm), Councillor McIntosh (5:45pm), Deputy Mayor Orom (5:56pm), Councillor Gust (5:48pm), Councillor Northey (5:56pm), Foreman Schmidt (5:25pm) and Mayor Rob McDonald (5:49pm).

Council by Zoom: none

Absent with notice: Secretary Morrison

Recording Secretary: CAO Fuller

Public: none

Public Zoom: none

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

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

2. ADOPTION OF AGENDA

MOVED by Councillor Gust to approve the December 11, 2024, Regular Meeting of Council Agenda, with the amendment to move Unfinished Business, 7.3 to Closed Meeting of Council, as Legal - FOIP Section 16.

MOTION #212-2024

CARRIED

3. PUBLIC HEARINGS – none

4. DELEGATIONS

5. APPROVAL OF MINUTES

5.1 Minutes of November 20, 2024, Meeting of Council.

MOVED by Councillor Northey to approve minutes of the November 20, 2024, Meeting of Council.

MOTION #213-2024

CARRIED

1. CONSENT AGENDA

6.1 Foreman Report

6.2 CAO Report

6.3 Council Committee Report

6.4 November 30, 2024, Monthly Statement

Item 6.1 Foreman Report moved to New & Unfinished Business 7.05.

6. NEW & UNFINISHED BUSINESS

7.05 Foreman Report

Foreman Schmidt shared with council the ongoing public works activities and items he plans to address.
Foreman Schmidt left the meeting at 6:09 pm.

7.1 Bylaw 830-2024 – First Reading of Redesignation of Direct Control Districts

CAO Fuller informed Council the bylaw was not ready for first reading, it is incomplete. It will be brought back to the council at the next council meeting. Council requested an Open house for public engagement regarding the Redesignation of Direct Control Districts.

7.2 Arena Management contract

Council requested administration ensure the Joint Use Planning agreement with Battle River School District is considered in the agreement. The Arena Management contract should align with the town's obligations to provide the School Division access.

Council Requested section 5.10 of the agreement include training requirements of a minimum on Arena Operator level 1 or other suitable training.

MOVED by Councillor Gust to direct administration to proceed with the requested amendments to the Arena Management contract; ensure the JUPA agreement with Battle River school division aligns with the agreement; include training requirements to section 5.10 and book a Stakeholder meeting to discuss the agreement and next steps.

MOTION #214-2024

CARRIED

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, 10.2 Legal – Development – FOIP Section 27 and 10.3 Legal – Resident Letter – FOIP Section 16
at 6:34 pm.

MOTION #215-2024

CARRIED

Press- Carson Ellis and Stu Salkeld were placed in the Zoom waiting room at 6:35 pm. Stu Salkeld left the room shortly after, and Carson Ellis departed around 6:50 pm.

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

Deputy Mayor Orom declared a pecuniary interest and left Closed session at 7:30 pm.
Deputy Mayor Orom returned to closed session at 7:52 pm.

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 7:59 pm.

MOTION #216-2024

CARRIED

MOVED by Councillor McIntosh to request the Camrose County to revise the Memorandum of Understanding between the Town of Bashaw and Camrose County regarding cost sharing of Motor Vehicle Collisions; to add a guarantee that purchases from the Town of Bashaw Fire Department Reserve Vehicle/Equipment fund remain at the Bashaw Fire Department location; unless the department dissolves or becomes insolvent.

MOTION #217-2024

CARRIED

MOVED by Councillor McIntosh that Bashaw Town council requests that Camrose County provide 14% of their FCSS provincial and County contribution for FCSS programming provided by Bashaw & District Support Services. Division 1 and Ferintosh represent 14% of Camrose County, therefore funding for social supports should be 14% of all Camrose County and provincial contribution.

MOTION #218-2024

CARRIED

MOVED by Councillor McIntosh to direct administration to write a letter to Camrose County; on behalf of the Mayor; informing of them Bashaw Town Council's request for the revision to the Memorandum of Understanding regarding Bashaw Fire Department Reserve Vehicle/equipment fund, and FCSS programming contribution, stating if they do not accept the request we will proceed to mediation.

MOTION #219-2024

CARRIED

MOVED by Councillor McIntosh to direct administration to write a letter to the resident; on behalf of the Mayor; content as discussed in closed session.

MOTION #220-2024

CARRIED

MOVED by Councillor McIntosh to direct administration to revise the public agenda package by removing item 7.3 and changing the agenda to include it as 10.3 in the closed meeting of council section.

MOTION #221-2024

CARRIED

11. NOTICES OF MOTION - none

12. NEXT MEETING - Regular Meeting – January 1, 2025 – 6:00 pm, discuss alternate date.

MOVED by Deputy Mayor Orom to schedule the first January Regular Meeting of Council on January 2, 2025, at 6:00pm.

MOTION #222-2024

CARRIED

13. ADJOURNMENT – Councillor Northey adjourned the meeting at 8:12 pm.

CHIEF ELECTED OFFICIAL, Rob McDonald

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller

Item 7.1

Date recommended for the Direct Control Revision Public Engagement

January 30, 2025 – 4:00 – 7:00 pm

AGREEMENT
for
ALBERTA REGISTERED COMMUNITY RECYCLING CALENDARS





This agreement (this "**Agreement**") is entered into as of _____, ("**Effective Date**")

Between

[Insert FULL Legal Name], having a place of business at [Insert FULL Address] ("**Contractor**")

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto, ON, M4V 1K6 ("**Circular Materials**")

RECITALS

WHEREAS, Circular Materials is the Producer Responsibility Organization registered with the Alberta Recycling Management Authority (the "**Authority**") for packaging and printer paper ("PPP"); and

WHEREAS, Circular Materials issued an offer to the Contractor in connection with the promotion and education of PPP and related services;

WHEREAS, the Contractor and Circular Materials (each a "**Party**", and collectively the "**Parties**") jointly desire to enter into this Agreement respecting the promotion and education of Recyclable Materials and related services for the Registered Community, as defined herein listed in Exhibit 2;

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement, as follows:

[Remainder of Page Intentionally Left Blank]

SCOPE OF WORK AND OTHER PROVISIONS

ARTICLE 1 DEFINITIONS

1.1 Definitions

"Applicable Law" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority.

"Business Day" means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.

"Bylaws" means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.

"Collection Receptacle" means any reusable bin, box, tote, bag, open container, or cart acceptable to Circular Materials used for household storage and curbside set-out of PPP in the performance of Collection Services.

"Collection Services" means the work required for the collection of PPP from a Stop located within an Registered Community's Service Area and delivered to a receiving facility.

"Legislative Change" means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by Circular Materials in its sole and absolute discretion.

"Multiple-Family Dwellings" means, collectively, (i) Multiple-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Multiple-Family Dwellings for the purposes of the Agreement (including the sources referred to in Exhibit 1).

"Non-Recyclable Material" means material that is not Recyclable Material

"PPP" means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation.

"Promotion and Education Material" means promotion and education materials developed by Circular Materials or the Contractor in respect of PPP.

"Receiving Facility" means any facility that accepts PPP from a collection contractor acting on behalf of Circular Materials.

"Recyclable Material" means PPP which are included in the Registered Communities Collection Services.

"Registered Community" means a community which has registered with the Authority in accordance with the Bylaws.



"Regulation" means the *Extended Producer Responsibility Regulation*, AR 194/2022 under the *Environmental Protection and Enhancement Act* (Alberta), as amended or replaced from time to time.

"Residential Premises" means Single-Family Dwellings and Multiple-Family Dwellings but does not include institutional accommodations or visitor accommodations.

"Service Area" means the geographic boundaries of a Registered Community identified in Exhibit 2.

"Service Commencement Date" means the applicable date on which the Work commences identified in Exhibit 2.

"Single-Family Dwellings" means, collectively, (i) Single-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Single-Family Dwellings for the purposes of the Agreement (including the sources referred to in Exhibit 1).

"Stops" means, collectively, the number of Single-Family Dwellings and Multiple-Family Dwellings (including the stops referred to in Exhibit 1).

"Value Added Taxes" means such sum as shall be levied upon any portion or all of the Contract Price ("**Taxable Portion**") by the federal or any provincial government and is computed as a percentage of the Taxable Portion and includes the Goods and Services Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Contractor by Canadian or provincial tax legislation.

"Work" means the performance of services including the supply of all materials, equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor's obligations under this Agreement.



ARTICLE 2 TERM

2.1 Term

This Agreement will commence on the Service Commencement Date and its initial term will continue unless terminated as set out in Article 4. (the "**Term**").

ARTICLE 3 PROMOTION AND EDUCATION SERVICES

3.1 Promotion and Education Services

- (a) The Contractor shall have responsibility for developing and distributing waste guides and/or calendars for the Stops identified in Exhibit 1 ("**Promotion and Education Activities**").
- (b) The Contractor will have responsibility for:
 - (A) the development, design, printing, and distribution of the waste guides and/or calendars to Residential Premises.
 - (B) providing persons associated with Residential Premises information about Collection Services, including, but not limited to:
 - the days that Collection Services are provided.
 - a list of Recyclable Materials that may be deposited into Collection Receptacles.
 - the telephone number and email address of the contractor delivering Collection Services at which persons may receive responses to questions or concerns relating to Collection Services.
 - Any other information required by the Circular Materials, as communicated from time to time, to meet requirements of the Regulation.
- (c) Contractor is to provide Promotion and Education Activities that are at a standard similar to or exceeding the standard of Promotion and Education Activities prior to the Service Commencement Date and to be delivered in the same format (digital, direct mail, etc.)

ARTICLE 4 TERMINATION

4.1 Without prejudice to any other right or remedy Circular Materials may have under this Agreement, Circular Materials may terminate this Agreement, as follows:

- (a) If there is a Legislative Change, immediately, upon written notice being provided to the Contractor; or
- (b) If Contractor fails to deliver the Promotion and Education Activities set out in Section 3.1 or the standard of such Promotion and Education Activities falls below the standard prior to the Service Commencement date and does not rectify the failure within 30 calendar days of receipt of notice thereof from Circular Materials.



- 4.2** Either Party may, at any time and without cause, terminate this Agreement for convenience upon giving the other Party 180 days' written notice (or such shorter amount of notice if agreed in writing by the other Party).

ARTICLE 5 STANDARD CONDITIONS

5.1 Governing Laws

This Agreement will be interpreted and governed by the laws of the Province of Alberta.

5.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Laws and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Laws, including all Applicable Laws related to the environment and health and safety. If there is a conflict between the standards required by Applicable Laws, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.
- (c) Circular Materials shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Agreement against third party violators, including but not limited to seeking injunctive relief.

5.3 Assignment

This Agreement enures to the benefit of and is binding upon the Contractor and Circular Materials and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this Agreement, including any rights or obligations under this Agreement, or its power to execute such Agreement, without the prior written consent of Circular Materials.

5.4 Contractor to Make Examinations

The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this Agreement, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this Agreement was based upon such investigation and research, and that it shall make no claim against Circular Materials because of any of the estimates, statements or interpretations made by any officer or agent of Circular Materials that may be erroneous.

5.5 Changes to Agreement

- (a) Changes to this Agreement may only be made in writing signed by duly authorized representatives of both Parties.

- (b) Except as otherwise expressly stated in this Agreement, no amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, Circular Materials may propose any revisions to this Agreement necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "Communications"), and Circular Materials will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Circular Materials shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

5.6 Conflicts and Omissions

- (a) Neither Party to this Agreement shall take advantage of any apparent error or omission in this Agreement. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this Agreement, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this Agreement which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to Circular Materials in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from Circular Materials.

5.7 Duty to Notify

If the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this Agreement, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify Circular Materials, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit Circular Materials to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to Circular Materials as reasonably requested by Circular Materials but not less frequently than monthly unless otherwise agreed to in writing by Circular Materials.

5.8 Severability

- (a) If, for any reason, any part, term, or provision of this Agreement is held by a court of the Province of Alberta to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Alberta or Government of Canada, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.



5.9 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this Agreement or carrying out the intention or facilitating the performance of the terms of this Agreement.

5.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this Agreement may be executed by electronic signature. Circular Materials and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this Agreement.

5.11 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this Agreement must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To Circular Materials:

Circular Materials
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Director, Marketing – Western Canada

Email: procurement@circularmaterials.ca

To Contractor:

[Contractor]
[Address Line 1]
[Address Line 2]
Attention: [●]

Email: [●]



IN WITNESS WHEREOF, the terms and conditions of this Agreement are acknowledged and agreed to by the Parties as of the date first listed above.

[CONTRACTOR]

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Contractor.

CIRCULAR MATERIALS

By: _____
Name:
Title:

I have authority to bind Circular Materials



EXHIBIT 1: STOPS RECEIVING COLLECTION SERVICES

Entity	Number of Stops Receiving Collection Services
Legal Name	Stops (updated)

***NOTE:** The number of Stops for Multi-Family Dwellings is determined by the number of dwelling units located within the applicable multi-family building.

****NOTE:** Circular Materials holds no responsibility or liability for actual information that is different from the information presented in this Exhibit.

1.1 Adjustment to Number of Stops Receiving Collection Services

By December 1 of each calendar year, the Contractor will, in good faith, report and attest (in a form acceptable to Circular Materials) to the then-current number of Number of Stops Receiving Collection Services.

Circular Materials may also provide evidence of the then-current Number of Stops Receiving Collection Services. Based on Contractor's attestation and the evidence provided by Circular Materials, Circular Materials and Contractor will work in good faith to mutually agree on the new Number of Stops Receiving Collection Services. If the agreed upon new values of the foregoing trigger a change in the fees payable, the Parties will update this Exhibit by execution of an amendment.



EXHIBIT 2: SERVICE COMMENCEMENT DATE

The table included below lists the Service Commencement Date when services, forming the Work described by this Agreement, are to commence for each Registered Community.

Registered Community	Service Commencement Date
[Legal Name]	[Transition Date FORMAT EG. April 1, 2025]

EXHIBIT 3: COMPENSATION

- 1.1** In consideration for Contractor's performance of the Promotion and Education Activities, Circular Materials will pay Contractor the following Unit Price:

Promotion and Education Activity	Unit Price per Year \$ per Stop Receiving Collection Services
Waste guides and/or calendars	\$0.44

- 1.2** For clarity, the number of Stops listed in Exhibit 1 shall be used in the calculation of the Unit Price even if the number of Stops listed in Exhibit 1 is not the actual number of Stops at the start of the applicable calendar year.

- 1.3** All amounts are in Canadian funds.

1.4 Documentation and Payment

- (a) The payment provided by Circular Materials as identified in this Exhibit must only be used with respect to PPP and may not be used for any Promotion and Education Activities for non-PPP (i.e garbage, organics, etc.).
- (b) Circular Materials may issue a purchase order in respect of the Agreement. Any such purchase order shall be solely for the convenience of Circular Materials and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either Circular Materials or the Contractor or in any way be deemed to supersede or amend this Agreement or be considered to form part of this Agreement.
- (c) Circular Materials shall pay the amount due under Section 1.1 on January 31 of each year during the Term of this Agreement. Where the Contractor's Service Commencement Date falls on a date other than January 1st, the first payment will be made thirty (30) days following the Service Commencement Date and the Unit Price for the first payment will be calculated as follows: Unit Price in the table in Section 1.1 divided by twelve (12) and multiplied by the number of full months between the Service Commencement Date and December 31.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to Circular Materials describing the reasons for the disputed amount.
- (e) The Contractor shall inform Circular Materials of any payment errors that result in payment errors by Circular Materials in a timely manner by issuing a written notice informing Circular Materials of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to Circular Materials within thirty (30) calendar days.

1.5 Taxes

Except for the applicable Value Added Taxes payable by Circular Materials, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this Agreement, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income,



or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

1.6 Monies Due to Circular Materials

In the event there are any monies payable to Circular Materials by the Contractor under the terms of this Agreement, Circular Materials shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to Circular Materials in accordance with such invoice.

From: Imogene Walsh
Sent: December 3, 2024 11:21 AM
To: CAO
Cc: Michelle Hagel
Subject: Fwd: JUPA Agreement
Attachments: 20241107085913.pdf

Good morning Theresa,

We noted that since we both have joint use properties, clause #9 should be updated.

9) JOINT USE SPACE

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

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this 7th day of November, 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 Nov 7, 2024 (insert date).
- k) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- l) "Joint Use Space" means those portions of a Municipal Facility or School that is available for booking by the Parties or User Groups or for Community Use.
- m) "Municipality" means the municipal corporation of Bashaw, Alberta, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- n) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- o) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "C".
- p) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.

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

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – School Site Planning Guidelines

Schedule "B" – Dispute Resolution Process

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

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

Schedule "E" – Operating Guidelines for Joint Use Space

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

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

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

4) WITHDRAWAL AND TERMINATION

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

5) PRINCIPLES

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

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

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

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

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

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

6) CONSULTATION WITH OTHER MUNICIPALITIES

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

7) MEETING OF COUNCIL AND BOARD

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

8) OPERATING COMMITTEE

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

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

9) JOINT USE SPACE

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:  Robert McDonald
Mayor Name (please print)

Per:  Theresa Fuller
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.

To whom it may concern.

We would like to approach the council and town, with an inquiry of putting in a vending machine at the Bashaw arena with 3D printed Mico Mini animals, and other items including but not limited to, bouncy balls, sticky hands.

With both of us being in the community nearly daily, we can easily maintain and service the machine in a timely manner during operation hours of the arena, no additional access is required.

A contact number will be left on the machine as well.

We would like to discuss the possibly, of this venture with town and council at the next meeting.

Thank you for your time and consideration on this matter.



Dustin and Robyn Hemingson

Robyn cell: 403-350-8675

hlrcreations@outlook.com

Approved: yes /no Motion # _____

Account Code: _____

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	January 2, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.5 Land Sale Funds Transfer to Reserve

Background/Proposal:

Lot 9, Block 48, Plan 802 0160 was sold on November 29, 2024. The funds have been received.

The town received \$19, 047.62 (excludes gst)

Discussion/Options/Benefits/Disadvantages:

Historically the town moves land sale funds to town reserves.

The administration recommends transferring the funds into the Restricted for Capital surplus; Subdivision, Land and Development section.

Costs/Source of Funding (if applicable)

None.

Applicable Legislation:

MGA Section 602.23 (2) (d)

Recommended Action:

Administration requests Council pass the following motions:

MOVED BY _____ to transfer land sale funds from Lot 9, Block 48, Plan 802 0160 of \$19, 047.62 to the Restricted for Capital surplus; Subdivision, Land and Development section.

Or Motion of Council determination.

Community Engagement Consideration:

The administration is willing to proceed upon council request.

Discussion Result:

Additional research Requested:

TOWN OF BASHAW

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

14. RESTRICTED SURPLUS

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

15. EQUITY IN TANGIBLE CAPITAL ASSETS

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