



REGULAR MEETING OF COUNCIL
A G E N D A
Wednesday, February 5, 2025, 6:00 pm
Council Chamber & Zoom Access

1. CALL TO ORDER
2. ADOPTION OF AGENDA
3. PUBLIC HEARINGS
4. DELEGATIONS
5. APPROVAL OF MINUTES
 - 5.1 Minutes of January 15, 2025, Regular Meeting of Council
6. CONSENT AGENDA
 - 6.1 Public Works Foreman Report
 - 6.2 Council Committee Report
 - 6.3 CAO Report
 - 6.4 Alberta Utilities Commission – Atco gas & Pipelines Ltd. Agreement Reapprovals
 - 6.5 Federation of Canadian Municipalities – Membership Benefits
 - 6.6 Alberta Association of Police Governance – Membership & Conference Invitation
 - 6.7 2024 Water Reconciliation report
7. NEW & UNFINISHED BUSINESS
 - 7.1 Joint Use Planning Agreement
 - 7.2 Water Pricing 2025
 - 7.3 Bylaw #831-2025 – Amend Master Rates & Schedules Bylaw – change variable component
 - 7.4 Camrose County – Funding of Bashaw & District Support Services, and Amendment to Motor Vehicle Collision Memorandum of Understanding.
8. COMMITTEE REPORTS – action to be considered.
9. CORRESPONDENCE ITEMS – Action to be considered.
10. CLOSED MEETING OF COUNCIL
 - 10.1 Land – Resident Taxes – FOIP Section 17
 - 10.2 Legal – Direct Control – FOIP Section 27
 - 10.3 Legal – Motor Vehicle Collision Funds – FOIP Section 27
11. NOTICES OF MOTION
12. NEXT MEETING: Next Meeting Date February 19, 2025, 6:00 pm Council Chambers
March Meetings – March 5 & 19, 2025
13. ADJOURNMENT



**REGULAR MEETING OF COUNCIL
MINUTES
January 15, 2025, 6:00 pm
Council Chambers & Zoom Access**

In Person: CAO Fuller (5:30pm), Councillor McIntosh (5:40pm), Deputy Mayor Orom (5:55pm), Councillor Northey (5:49pm),

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

Absent with notice: Mayor McDonald, Secretary Morrison, Foreman Schmidt

Recording Secretary: CAO Fuller

Public: none

Public Zoom: none

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

1. CALL TO ORDER by Deputy Mayor Orom (6:01pm)
2. ADOPTION OF AGENDA

MOVED by Councillor Northey to approve the January 15, 2025, Regular Meeting of Council Agenda.

MOTION #011-2025

CARRIED

3. PUBLIC HEARINGS – none
4. DELEGATIONS - none
5. APPROVAL OF MINUTES
5.1 Minutes of January 2, 2025, Regular Meeting of Council.

MOVED by Councillor McIntosh to approve minutes of the January 2, 2025, Regular Meeting of Council.

MOTION #012-2025

CARRIED

6. CONSENT AGENDA
 - 6.1 December 31, 2024, Monthly Statement
 - 6.2 Public Works Foreman Report
 - 6.3 CAO Report

Councillor McIntosh requested to pull the Public Works Foreman Report to New & Unfinished business Item number 7.3.

7. NEW & UNFINISHED BUSINESS
 - 7.1 Grant Funding Change

MOVED by Councillor McIntosh to remove the \$2,830.00 computer replacement and the \$7,000.00 office window replacement project from the 2024 Local Government Fiscal Framework Operating Grant.

MOTION #013-2025

CARRIED

MOVED by Councillor Northey to remove the \$8,000.00 for the 2024 Municipal Infrastructure Management system (software, tablet, and GPS device) from the 2024 Local Government Fiscal Framework Capital Grant and approve its addition to the 2024 Local Government Fiscal Framework Operating Grant.

MOTION #014-2025

CARRIED

7.2 2024 Equipment Sales Funds – Transfer to reserve

MOVED by Councillor Gust to move the \$25,341.28 from the unrestricted cash to the restricted for Capital; Roads, Street and Equipment Reserve.

CARRIED

MOTION #015-2025

7.3 Public Works Foreman Report

Council had a couple questions about the report. Administration was able to answer them.

8. COMMITTEE REPORTS – none

9. CORRESPONDENCE ITEMS – none

MOVED by Councillor McIntosh to enter Closed Meeting of Council for 10.1 Legal – Direct Control – FOIP Section 27 and 10.2 Land – Building Lease Review – FOIP Section 17 at 6:16 pm.

MOTION #016-2025

CARRIED

Press- Carson Ellis was placed in the Zoom waiting room at 6:16 pm.

10. CLOSED MEETING OF COUNCIL

10.1 Legal – Direct Control – FOIP Section 27

10.2 Land – Building Lease Review – FOIP Section 17

MOVED by Councillor McIntosh to exit Closed Meeting of Council at 7:13 pm.

MOTION #017-2025

CARRIED

MOVED by Councillor McIntosh to direct administration to implement building leases increases by \$50.00/month as per lease contract notice.

MOTION #018-2025

CARRIED

11. NOTICES OF MOTION - none

12. NEXT MEETING - Regular Meeting – February 5, 2025 – 6:00 pm & February 19, 2025 – 6:00 pm.

13. ADJOURNMENT – Councillor Northey adjourned the meeting at 7:14 pm.

DEPUTY MAYOR, Cindy Orom

CHIEF ADMINISTRATIVE OFFICER, Theresa Fuller

Public Works Foreman report to Council

February 5, 2025

Roads:

- Mechanical issues are causing downtime with the equipment. The cause of the issues appears to be lack of maintenance.
- Snow removal is on-going on sidewalks and roadways.
- So far during this winter season, Public Works has applied 50 tonnes of sand and salt to the town streets and sidewalks. Without a street sweeper now, spring could see dustier conditions around town with these quantities of materials being used. It will have to be tolerated until a contractor comes to do the street sweeping.
- Snow removal has been hampered by the staff having to work at the arena now that the arena operator resigned. This has led to the foreman doing snow removal and all other activities by himself a third or more of the time in the last 2 weeks of January.
- Working with the CAO to develop the 2025 operating and capital budget.

Water:

- We are waiting on Camanex to come and install our new alarm systems.
- Daily, weekly, Monthly, and annual reporting to AEP (Alberta Environment & Protection) is ongoing.
- Daily rounds are ongoing.
- Water Bac – T samples are being taken weekly and delivered to the Camrose health unit.
- A water leak in a vacant home was located, and the water was shut off at the property line.
- Working with the CAO to develop the 2025 operating and capital budget.

Wastewater:

- We are waiting on Camanex to come and install our new alarm systems.
- Routine round checks are on-going.
- Working with the CAO to develop the 2025 operating and capital budget.

Arena:

- Arena maintenance is on-going.
- With the resignation of the arena operator. Public Works is operating it as needed.
- The arena needed to be closed for 2 days to do some emergency repairs to the boards. It appears that the ice resurfacer had struck the boards extra hard at some point and shattered the supports and the plywood.
- Working with the CAO to develop the 2025 operating and capital budget.

Parks and Trails:

- Snow clearing as needed.
- Working with the CAO to develop the 2025 operating and capital budgets.

Public Works Foreman report to Council

Museum:

- Building checks are being done weekly during the winter months.

Rental Building:

- Sidewalk clearing as needed.

Council Committee Reports – February 5, 2025

Mayor Rob McDonald:

January 30, 2025 – Public engagement – Direct Control Districts

Deputy Mayor Cindy Orom:

January 30, 2025 – Public engagement – Direct Control Districts

Councillor Jackie Northey:

December 12, 2024 – Bashaw Historical Society AGM – attended and chaired the meeting.

Ongoing – Bashaw Collaborative Response Model - Excited to announce that the work of the Bashaw Wellness Team has had incredible results this past week. The team of doctors have secured a signed lease for the clinic space.

The two operational grants we applied for were both approved! We will be hiring staff over the next weeks and operational by March 24, 2025.

We are currently meeting with corporations that may be interested partners as this model is unique to rural Alberta and we anticipate successful outcomes. An official announcement is imminent, and enrolling patients will happen shortly after.

January 30, 2025 – Public engagement – Direct Control Districts

Councillor Bryan Gust:

No meetings to report.

Councillor McIntosh:

Snow events - liaised with Council, administration, emergency response to ensure the safety of those overnighing in the community.

RCMP - meeting on Tuesday, Feb 4th.

Land Use, Health Model - attended public consultation on Jan 30th.

Other - phone calls to area politicians concerning FCSS funding practices, resident queries about snow removal, resident queries about Heritage Park dump station, developing notices of motion on matters.



CHIEF ADMINISTRATOR'S REPORT
Submitted for February 5, 2025, Regular Meeting of Council

1. Meetings, training

- January 20, 2025 – Business Navigation Supports training
- January 22, 2025 – Human Resources meeting
- January 23, 2025 – Left early for personal appointment
- January 28, 2025 – Meeting with resident
- January 29, 2025 – personal appointment in morning
- January 30, 2025 – Direct Control Public Engagement
- February 3, 2025 – Interview new staff
- February 3 and 4, 2025 – Auditor – work on 2024 audit
- February 5, 2025 – Elections Webinar

2. Ongoing follow up of Council assigned tasks.
3. Working on annual activities, grant reporting, locating copies of invoices, Joint use Planning agreement follow up, Human resource follow up, and booking building inspection.
4. The arena staff have appeared to have resigned. We are seeking staff to fill the position.
5. Registered for the Leadership course requested by Council.
6. Preparation for the 2024 Audit.
7. Following up on various inquiries.

December 18, 2024

Disposition 29708-D01-2024

ATCO Gas and Pipelines Ltd.
 Fifth Floor, 10035 105 St.
 Edmonton, Alta. T5J 2V6

Attention: Michelle Marti
 Business Analyst

**ATCO Gas and Pipelines Ltd.
 Franchise Agreement Reapprovals
 Proceeding 29708**

1. On December 12, 2024, ATCO Gas and Pipelines Ltd. applied to the Alberta Utilities Commission for reapproval of natural gas franchise agreements with 75 municipalities, effective January 1, 2025, as set out in Table 1. These franchise agreements are required to be reapproved by the Commission in accordance with amendments to the *Municipal Government Act* and *Gas Utilities Act* that came into force earlier in 2024.¹ The Commission set out the process for these franchise agreement applications in Bulletin 2024-12,² and subsequently announced amendments to Rule 029: *Municipal Franchise Agreements* intended to facilitate these approvals.³

2. Notice of the proposed franchise agreement reapprovals was advertised in each of the 75 municipalities. The details are summarized in Table 1. No objections or concerns related to the proposed franchise agreements were received.

Table 1. Municipal franchise agreements reapprovals requested

Municipality	Notice method	Notice date	Franchise fee percentage	Disposition number of most recent franchise agreement approval	Disposition number acknowledging current franchise fee	Term length (years)
Alberta Beach	Newspaper - Lac St. Anne Bulletin	September 16, 2024	8.00	25266-D01-2020	25266-D01-2020	10
Village of Alix	Newspaper - ECA Review	September 12, 2024	12.00	22427-D01-2017	24117-D01-2018	10
Village of Amisk	Newspaper - ECA Review	October 24, 2024	9.10	26357-D01-2021	26357-D01-2021	10
Summer Village of Argentia Beach	Direct mailout & website	November 4, 2024	0.00	25286-D01-2020	25286-D01-2020	10
Town of Bashaw	Newspaper - ECA Review	September 5, 2024	13.00	21121-D01-2015	27856-D01-2022	10

¹ On June 20, 2024, sections 2(1) and (8), 3 and 5 of *The Utilities Affordability Statutes Amendment Act, 2024* (formerly Bill 19) were proclaimed. This legislation mandates that the Commission must approve every natural gas franchise agreement within 270 days of the bill coming into force.

² Bulletin 2024-12, Process for franchise agreement and franchise fee approvals under new legislation.

³ The Commission announced an amended Rule 029 in Bulletin 2024-18.

Municipality	Notice method	Notice date	Franchise fee percentage	Disposition number of most recent franchise agreement approval	Disposition number acknowledging current franchise fee	Term length (years)
Town of Beaverlodge	Newspaper - Town Country GP Regional News	September 19, 2024	11.50	2011-21	25161-D01-2019	15
Town of Bentley	Newspaper - Rimbey Review	October 22, 2024	12.00	24864-D01-2019	25161-D01-2019	15
Town of Blackfalds	Newspaper - Lacombe Express	September 19, 2024	35.00	21294-D01-2016	21294-D01-2016	10
Town of Bon Accord	Newspaper - The Free Press / Morinville Press	August 28, 2024	23.00	21036-D02-2015	27036-D01-2021	15
Village of Breton	Newspaper - The Breton Booster	October 30, 2024	15.00	24664-D01-2019	24664-D01-2019	20
Town of Bruderheim	Website, social media & office notice board	September 23, 2024	20.00	21297-D01-2016	26129-D01-2020	10
City of Camrose	Newspaper - Camrose Booster	October 29, 2024	27.00	20547-D01-2015	25407-D01-2020	10
Village of Caroline	Newspaper - The Mountaineer	August 28, 2024	35.00	20862-D01-2015	26129-D01-2020	20
Village of Chipman	Newspaper - Lamont Leader	October 23, 2024	0.00	26674-D01-2021	26674-D01-2021	10
Village of Clive	Newspaper - ECA Review	October 10, 2024	17.17	20833-D01-2015	27856-D01-2022	10
Village of Clyde	Newspaper - Town and Country This Week	November 5, 2024	11.00	26782-D01-2021	28691-D01-2023	10
Village of Czar	Newspaper - ECA Review	October 24, 2024	11.84	25499-D01-2020	25499-D01-2020	10
Town of Drayton Valley	Newspaper - Drayton Valley Free Press	September 19, 2024	22.00	24733-D01-2019	24733-D01-2019	20
Town of Eckville	Newspaper - Western Star	October 2, 2024	20.00	21257-D01-2016	21257-D01-2016	10
Village of Edgerton	Newspaper - The Edge	November 8, 2024	15.00	21246-D01-2016	27036-D01-2021	10
Town of Edson	Newspaper - The Weekly Anchor	September 23, 2024	22.54	21723-D01-2016	27856-D01-2022	10
Hamlet of Entwistle - Parkland County	Newspaper - Stony Plain Reporter / Grove Examiner	September 13, 2024	17.32	27289-D01-2022	27289-D01-2022	10
City of Fort Saskatchewan	Newspaper - Fort Saskatchewan Record	September 12, 2024	0.00	20714-D01-2015	20714-D01-2015	20
Town of Fox Creek	Website, social media & office notice board	October 28, 2024	15.00	27630-D01-2022	27630-D01-2022	10
Town of Gibbons	Newspaper - The Free Press / Morinville Press	October 23, 2024	30.00	21243-D01-2016	21243-D01-2016	10
Village of Girouxville	Newspaper - The South Peace News	September 25, 2024	26.00	20982-D01-2015	24117-D01-2018	10
City of Grande Prairie	Website, social media & office notice board	November 5, 2024	25.00	21842-D01-2016	21842-D01-2016	10
Town of Grimshaw	Newspaper - Mile Zero Banner Post	September 18, 2024	30.00	26858-D01-2021	26858-D01-2021	10

Municipality	Notice method	Notice date	Franchise fee percentage	Disposition number of most recent franchise agreement approval	Disposition number acknowledging current franchise fee	Term length (years)
Town of Hardisty	Newspaper - The Community Press Direct mailout - newsletter	September 4, 2024	22.00	23029-D01-2017	23029-D01-2017	10
Village of Hughenden	Newspaper - The Community Press Village of Hughenden website	September 18, 2024	10.98	27453-D01-2022	27453-D01-2022	10
Hamlet of Hythe - County of Grande Prairie	Newspaper - Town Country GP Regional News	September 19, 2024	12.00	23077-D01-2017	23077-D01-2017	10
Village of Innisfree	Website, social media & office notice board	November 8, 2024	25.00	25022-D01-2019	25022-D01-2019	10
Summer Village of Itaska Beach	Newspaper - Connect 39	November 1, 2024	12.00	21226-D01-2016	21226-D01-2016	10
Village of Kitscoty	Newspaper - Meridian Source	September 12, 2024	15.00	20789-D01-2015	28686-D01-2023	10
Hamlet of Lavoy - County of Minburn	Newspaper - The News Advertiser	November 6, 2024	16.61	23706-D01-2018	23706-D01-2018	10
Town of Legal	Newspaper - The Free Press / Morinville Press	September 25, 2024	25.00	22034-D01-2016	27036-D01-2021	10
Village of Loughheed	Newspaper - The Community Press	October 9, 2024	15.00	27955-D01-2023	27955-D01-2023	10
Village of Mannville	Newspaper - Vermilion Voice	October 1, 2024	25.00	23344-D01-2018	25161-D01-2019	20
Town of Mayerthorpe	Newspaper - Lac St. Anne Bulletin	September 16, 2024	20.20	22900-D01-2017	28686-D01-2023	10
Town of McLennan	Website, social media & office notice board	September 24, 2024	24.00	21039-D01-2015	21039-D01-2015	10
Town of Millet	Website, social media & office notice board	October 29, 2024	22.00	23687-D01-2018	23687-D01-2018	10
Hamlet of Minburn - County of Minburn	Newspaper - The News Advertiser	November 6, 2024	16.61	23707-D01-2018	23707-D01-2018	10
Hamlet of Mirror - Lacombe County	Newspaper - Chautauqua	September 20, 2024	12.60	22171-D01-2016	22171-D01-2016	10
Town of Mundare	Newspaper - The News Advertiser	September 4, 2024	23.00	20958-D01-2015	25407-D01-2020	10
Village of Nampa	Newspaper - South Peace News	August 21, 2024	16.84	21041-D01-2015	21041-D01-2015	10
Town of Onoway	Newspaper - Lac St. Anne Bulletin	August 26, 2024	10.50	22450-D01-2017	28686-D01-2023	15
Town of Oyen	Newspaper - Oyen Echo	October 9, 2024	30.00	25741-D01-2020	25741-D01-2020	10
Town of Peace River	Newspaper - South Peace News	October 23, 2024	32.00	27356-D01-2022	27356-D01-2022	10

Municipality	Notice method	Notice date	Franchise fee percentage	Disposition number of most recent franchise agreement approval	Disposition number acknowledging current franchise fee	Term length (years)
Summer Village of Point Alison	Direct mailout	October 22, 2024	15.00	26311-D01-2021	26311-D01-2021	10
Town of Ponoka	Newspaper - Ponoka News	September 11, 2024	31.00	23081-D01-2017	28774-D01-2024	10
Town of Provost	Newspaper - Provost News	October 30, 2024	22.00	25558-D01-2020	25558-D01-2020	20
City of Red Deer	Newspaper - Red Deer Advocate	October 12, 2024	35.00	22100-D01-2016	22100-D01-2016	10
Town of Rimbey	Newspaper - Rimbey Review	September 3, 2024	26.00	20941-D01-2015	23177-D01-2017	10
Town of Rocky Mountain House	Newspaper - The Mountaineer	August 28, 2024	30.00	20779-D01-2015	20779-D01-2015	10
Village of Rycroft	Newspaper - Central Peace Signal	September 10, 2024	30.00	21037-D01-2015	21037-D01-2015	10
Village of Ryley	Newspaper - Tofield Mercury	October 16, 2024	10.00	21086-D01-2015	21086-D01-2015	10
Summer Village of Seba Beach	Newspaper - The Community Voice	October 23, 2024	20.00	25557-D01-2020	25557-D01-2020	10
Town of Sexsmith	Newspaper - Town Country GP Regional News	August 29, 2024	25.00	22573-D01-2017	22573-D01-2017	10
Hamlet of Sherwood Park - Strathcona County	Newspaper - Sherwood Park-Strathcona County News	October 17, 2024	22.00	26482-D01-2021	26482-D01-2021	10
Summer Village of Silver Beach	Newspaper - Connect 39	November 1, 2024	20.00	21602-D01-2016	21602-D01-2016	10
Town of Spirit River	Newspaper - Central Peace Signal, Website, social media & office notice board	October 1, 2024	24.00	26738-D01-2021	26738-D01-2021	10
Town of Spruce Grove	Newspaper - Grove Examiner	October 4, 2024	35.00	24403-D01-2019	27856-D01-2022	10
Town of Stony Plain	Newspaper - Stony Plain Reporter	October 4, 2024	35.00	21111-D01-2015	26254-D01-2021	20
Town of Swan Hills	Website, social media & office notice board	October 22, 2024	10.00	23395-D01-2018	26129-D01-2020	10
Town of Sylvan Lake	Newspaper - Sylvan Lake News	October 3, 2024	32.00	21057-D01-2016	27856-D01-2022	10
Town of Thorsby	Newspaper - Connect 39	October 18, 2024	35.00	26675-D01-2021	27993-D01-2023	10
Town of Tofield	Newspaper - Tofield Mercury	September 18, 2024	10.00	20728-D01-2015	20728-D01-2015	20
Town of Vegreville	Website, social media & office notice board	September 23, 2024	33.00	21953-D01-2016	21953-D01-2016	10
Town of Vermilion	Newspaper - Vermilion Voice	October 29, 2024	22.00	20858-D01-2015	26129-D01-2020	12
Village of Veteran	Newspaper - Consort Enterprise	September 4, 2024	6.00	25000-D01-2019	25000-D01-2019	15

Municipality	Notice method	Notice date	Franchise fee percentage	Disposition number of most recent franchise agreement approval	Disposition number acknowledging current franchise fee	Term length (years)
Town of Viking	Newspaper - The Weekly Review	November 6, 2024	21.51	20916-D01-2015	20916-D01-2015	12
Hamlet of Wabamun - Parkland County	Newspaper - Stony Plain Reporter / Grove Examiner	September 13, 2024	15.00	23507-D01-2018	23507-D01-2018	10
Village of Warburg	Direct mailout	October 14, 2024	10.00	25857-D01-2020	25857-D01-2020	10
Town of Wembley	Newspaper - Town Country GP Regional News	September 19, 2024	25.00	23970-D01-2018	23970-D01-2018	10
City of Wetaskiwin	Newspaper - The Pipestone Flyer	September 5, 2024	33.00	23306-D01-2018	26129-D01-2020	10

3. The Commission is satisfied that the notice requirements of Rule 029 have been met.

4. Under each franchise agreement, ATCO Gas will continue to collect a franchise fee from its customers that reside in the listed municipalities and remit the amounts collected to the municipalities. These fees are a specified percentage of ATCO Gas's revenue from its distribution tariff, excluding amounts collected or refunded through other rate riders, as detailed in ATCO Gas's franchise fee rider schedule.⁴ The municipalities grant ATCO Gas the exclusive right to provide natural gas distribution services within the municipal service area. This includes constructing, operating and maintaining the natural gas distribution system, and using designated portions of roads, rights-of-way and other municipal lands necessary for these activities.

5. When previously reviewing and approving these franchise agreements, the Commission determined the franchise agreements were necessary and appropriate for the public convenience and in the public interest, pursuant to Section 49(2) of the *Gas Utilities Act*. The Commission continues to accept that the right granted to ATCO Gas by the municipalities listed in Table 1 is necessary and proper for the public convenience and properly serves the public interest based on the following:

- The municipality's council has determined to continue to grant the utility the right to provide natural gas distribution service in the municipality.
- The municipality and the utility consent to the franchise agreement, and the terms are unchanged from the previously approved agreement.
- No person has objected to the franchise agreement.
- The franchise agreement complies with the requirements set out in the applicable legislation and Rule 029, including that the term does not exceed 20 years.

⁴ The current franchise fee percentage for each respective municipality is included in an appendix to the disposition listed in the column "Disposition number acknowledging current franchise fee" in Table 1.

6. In considering the franchise fee, the Commission's role is not to substitute its view on an appropriate franchise fee for that of the municipality but only to determine whether or not the level of the fee would result in an unreasonable burden on customers' utility bills.⁵ In this case, the franchise fee for each municipality is below the 35 per cent maximum franchise fee previously approved by the Commission,⁶ and the franchise agreement with each municipality has not changed from the one that was previously approved by the Commission. Based on the foregoing, the Commission continues to find the franchise fee for each municipality to be reasonable, and it reapproves each natural gas franchise agreement as requested.

7. The Commission may, no later than 60 days from the date of this disposition and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected disposition on its website.

(original signed by)

Chris Arnot
Director, Retail Energy and Water
On behalf of the Alberta Utilities Commission

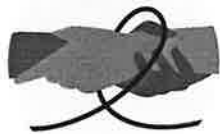
⁵ Decision 2003-065: Town of Bow Island, Review of Proposed Standard Natural Gas Franchise Agreement with ATCO Gas and Pipelines Ltd., Application 1281638, September 9, 2003, page 6.

⁶ The Alberta Energy and Utilities Board, predecessor to the Commission, in Decision 2003-065, page 8, considered that the maximum franchise fee of 35 per cent was not unreasonable. In Decision 20069-D01-2015: AltaGas Utilities Inc. et al., Approval of New Standard Natural Gas Distribution System Franchise Agreement Template, Proceeding 20069, March 20, 2015, paragraph 32, the Commission approved the continuation of the 35 per cent franchise fee cap.

Through thick and thin, your communities are always in good hands with FCM

The **Federation of Canadian Municipalities (FCM)** is the national voice of local governments, leading the way in empowering municipalities to enhance the quality of life for all Canadians.

We get results because we unite over 2,000 cities and communities, representing 92 percent of Canadians. For over a hundred years, FCM has been the pillar that municipalities have relied on. We are their most trusted partner to bring change locally and nationally.



What FCM does for members

- › We **unite and advocate** for local governments of all sizes to shape the national agenda and deliver tools for your communities.
- › We have a strong agenda for change through the development of a new **Municipal Growth Framework**—a revenue tool that is linked with Canada's growing population and economy.
- › We provide **funding, programs, training and resources** that empower municipalities to innovate and succeed.
- › We connect **local leaders** with **networking opportunities** like our world-class conferences.



Additional benefits of membership

- › Exclusive tools, tips and analysis to help you serve your community
- › Informative updates on key federal-municipal issues
- › The support of thousands of municipal colleagues
- › Valuable networking opportunities with federal representatives, stakeholders and FCM's corporate partners
- › Insider information and discounted rates on FCM's annual conference and other events
- › The opportunity to shape FCM's advocacy efforts



What FCM has achieved for members

FCM has a **proven track record of advocating for the needs of municipalities** to the federal government. Amid a context of uncertainty, local leaders can rely on FCM to bring municipal priorities to the federal agenda.

We have secured funds to help municipalities **provide more housing** to those who need it most. By securing these funds, FCM is helping municipalities tackle homelessness and addressing the ongoing issues of encampments seen throughout the country.

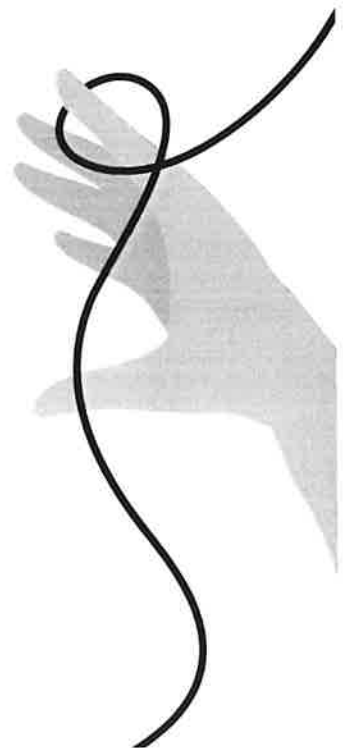
We are also actively championing your local infrastructure priorities by advocating for continued funding of the **Canada Community Building Fund** and the **Canada Housing Infrastructure Fund**, all while pushing for the next generation of infrastructure programs.

We're continuing our work with the **Green Municipal Fund**. In 2024, two new initiatives were launched: the **Growing Canada's Community Canopies**, which supports the planting of at least 1.2 million trees, as well as the **Local Leadership for Climate Adaptation** program, where local governments are provided funding for long-term climate resiliency projects.

But that's not all—we are empowering local governments to make on-the-ground changes for a more resilient Canada through the development of a new **Municipal Growth Framework**. Parliamentarians recognize FCM as a key stakeholder and know that this Framework will allow municipalities to tackle Canadians' challenges without increasing their taxes.

Joining FCM means playing a decisive role in the future of communities of all sizes. It means collaborating as a team to further reinforce the foundation of a country that reflects us, unites us and fills us with pride.

To learn more about the benefits of an FCM member, visit fcm.ca/membership.





FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

Membership Invoice
2025-2026
Facture d'adhésion

24, rue Clarence Street,
Ottawa, Ontario, K1N 5P3
T. 613-241-5221

Theresa Fuller

Town of Bashaw

PO Box 510 5011 52nd Avenue

Bashaw, AB, T0B 0H0

Attn: Chief administrative officer

ORDER / COMMANDE: ORD-68273-T0T5R3

DATE: 01/03/2025

ACCOUNT/COMPTE: 34706

DUE DATE/DATE LIMITE: 03/31/2025

ITEM / DESCRIPTION	QTY / QTE	RATE / TAUX	SUB-TOTAL / SOUS-TOTAL	GST / TPS	TOTAL
Base fee per your population / Taux de base selon votre population	1	\$140.00	\$140.00	\$7.00	\$147.00
Per capita dues calculated per your population / Frais de cotisation calculés selon votre population	848	\$0.2263	\$191.90	\$9.60	\$201.50
TOTAL			\$331.90	\$16.60	\$348.50

**Your FCM membership empowers local leaders to
strengthen their communities and shape a brighter
future for all Canadians.**

Learn more at: <https://fcm.ca/membership>.

accountsreceivable@fcm.ca

PAYMENT/PAIEMENT

Electronic Funds Transfer/Transfert électronique de fonds

Royal Bank of Canada (RBC) / Banque Royale du Canada

Institution Number / Numéro de l'institution: **003**

Transit Number / Numéro de transit: **00006**

Account Number / Numéro de compte: **1113307**

Cheque payable to / Chèque à l'ordre de:

Federation of Canadian Municipalities

Fédération canadienne des municipalités

CAO

From: Executive Director <admin@aapg.ca>
Sent: January 13, 2025 4:05 PM
To: Executive Director
Subject: Alberta Association of Police Governance 2025 Membership
Attachments: Member Application Form.docx; Draft Program Schedule 2025.pdf

Happy New Year Prospective Member!

Recently some potential members have been receiving distribution updates from the Alberta Association of Police Governance (AAPG), as a glimpse into the communication distribution and invitations for engagement our members receive. An additional benefit of membership is the opportunity to join the AAPG Board, which actively collaborates with the Ministry and advocates on behalf of our members. New Members also receive discounted registrations for their 1st year attendance at our annual Conference & AGM, this year planned for **May 1st thru 3rd in Westlock, AB!** (see attached Conference Program)

Please consider joining our Association by completing the attached Member Application form. Your membership dollars are truly at work and the Membership fees are very affordable at just \$200 per YEAR for those communities contracted with a police service of 75 or fewer Civilian (Administration and/or Peace Officers, etc..) and Sworn members (RCMP Detachment or Municipal Service). \$600 per year for those between 76 & 500.

2024 certainly had many twists and turns in Police Governance and Oversight keeping the Alberta Association of Police Governance Board busy. Here are just a few of the highlights the Association engaged with:

- Member of the Alberta Interim Police Advisory Board
- ALERT Civilian Advisory Committee disbandment
- TOR & Recruitment of AAPG Special Governance Advisor to the Police Review Commission
- Feedback on Governance & Oversight regulation/legislation for the new Police Act
- Support to the Ministry to provide current police governance contacts for specific Ministry engagements
- Hosting Virtual information sessions in collaboration with the Ministry
- Individual support, and plans on how best to support, new Policing Committees and/or Police Commissions
- Clarification of "Enhanced Security Clearance" for new Policing Committee members

Meanwhile, the need for AAPG has continued more than ever before, with the following on the horizon, or to continue, for 2025:

- The Ministry staff has continued the desire to work together to create training and update stale documents ASAP. How best to update the on-line training module is already underway. ***meanwhile, all members and council can still sign up to take the existing training - if you need to know how to sign up, please contact us.*
- New Policing Committees are coming on-board to meet the March 1st target and some communities are considering Municipal Police options. AAPG supports communities in their decision-making process and through their transition, by providing one-on-one mentorship, example documents or just facilitating peer connections.

Just some of the hot-button issues we expect to tackle!

We happily offer to arrange a virtual meeting or phone call with you and/or your Committee, Group or Council to expand on AAPG activities and the benefits of joining our Association.

Please feel free to visit our website at www.aapg.ca for more details on the activities of our Association or contact us with any questions you might have.

Victoria Chester

Executive Director

Alberta Association of Police Governance

587-892-7874

www.aapg.ca



Alberta Association of Police Governance

2025 Annual Conference & AGM

Hosted in Westlock, AB – May 2nd & 3rd

Supporting excellence in civilian governance and oversight of police services in Alberta by providing our members, and potential members, with an enjoyable opportunity to learn and network.

We invite all those participating in community policing oversight to attend.

This year our Conference venue will be at the Westlock Conference Centre. There are two options for Hotel stay; one is the Conference Venue location with its ease of walking to the Conference from your room, and one is a short drive away that offers newer accommodations. There is also a hotel across the street that offers FAMILY accommodations in a townhouse style room! Must call the hotel to make your discounted reservation and reference the AAPG block rate. Block of rooms are limited and will expire 30-days prior to our event, book early! All room fees include breakfast.

Ramada by Wyndham | P. 780-349-2245

Standard 2 Queen or 1 King	\$149+ applicable fees & taxes
3 Queen (Family) Room	\$169+ applicable fees & taxes
King Suite	\$189+ applicable fees & taxes

Westlock Inn (Conference Venue) | P. 780-349-4483

Standard 2 Queen or 1 King	\$113+ applicable fees & taxes
Executive King	\$125+ applicable fees & taxes

WestJet has provided a Discount Code for those of you wishing to fly into Edmonton; 5% off Econo & 10% off EconoFlex & Premium! Enter Coupon Code 1H6S2DG in the search screen. Valid for travel into Edmonton April 24th thru May 10th.

Along with a schedule filled with Educational Presentations and Round-table sessions,
we have prepared the following **Entertaining Events**:

NEW EVENT: Thursday Evening May 1st Early Registration with Meet, Mix & Mingle!

Conference pre-registration 6pm to 7:30pm Thursday evening May 1st at Kerri's Bakery, a former Church now a Café. Come and enjoy a welcome drink with appetizer desserts & snacks (included in your conference fee)!!

Guest Daytime on-your-own Experiences!

Edmonton Skydive Centre (Westlock airport): <https://www.edmontonskydive.com/>

Pioneer Museum & Historical Society: <https://westlockmuseum.com>

Westlock Art Gallery & Studio: <https://westlock.ca/p/art-gallery>

Westlock Theater Society: <https://www.westlockculturalartstheatre.com>

Hidden Valley Golf Course: <https://www.hiddenvalleygolf.ca>

Friday Evening Networking Banquet and Casino FUN Night!

We will start our Networking at the Canadian Tractor Museum, the only museum of this type in Canada which boasts the Biggest Weather Vane, with an hour to have a drink, visit and check out the museum. All attendees will then walk next door (or take the shuttle-van) to the Rotary Spirit Centre 2nd floor for the Prime Rib, Chicken Marsala or Pasta dinner Buffet with wine. Following dinner is the Casino FUN night, where you can continue your networking with \$50,000 in fun-money and learn from the professionals how to play 8 different table games! Fun-money can be exchanged for tickets to a prize draw!

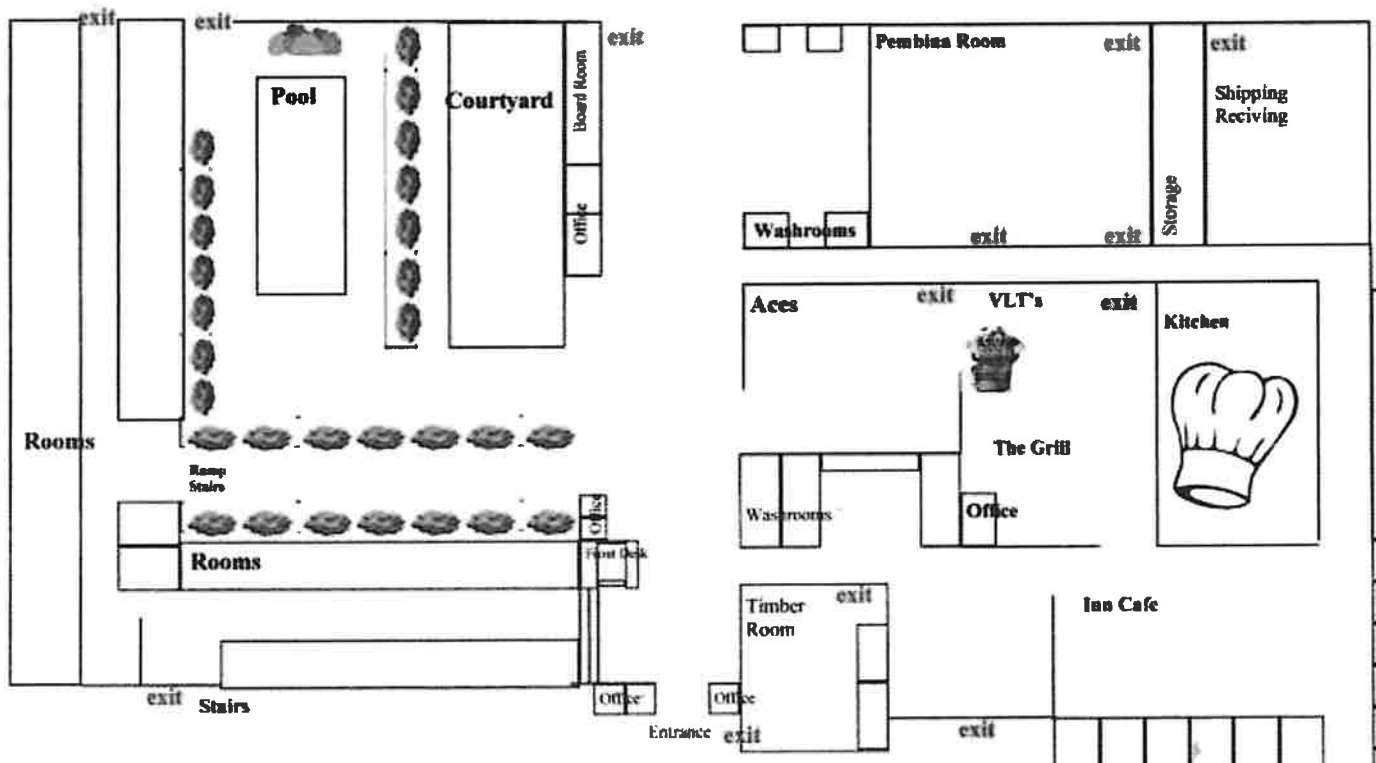
Conference and Banquet attire is Business Casual.

Register by credit card on our website www.aapg.ca/conference or email admin@aapg.ca for E-transfer or invoicing.



AAPG 2025 Conference Program

WESTLOCK CONFERENCE CENTRE FLOORPLAN/LAYOUT



Thursday May 1st, 2025

6:00 pm – 7:30 pm	Mix & Mingle; Kerri's Café & Bakery, 10508 100 th Ave., Westlock AB T7P 2J9 Come join us for Early Registration, a welcome drink with appetizer snacks and mini desserts. <u>INCLUDED in Registration fee!</u>
OPTIONAL EVENTS!	Arrive Early and choose your activity from our list of exciting on-your-own Experiences!!! Not included in Conference Registration Fee

Friday May 2nd, 2025

8:15 am – 2pm	Registration: PEMBINA room, Westlock Convention Centre, 10411 100 th St., Westlock AB Silent Auction Open		
7 am – 8:30 am	Breakfast: Included with Hotel Room Only (All-day Coffee/Tea at Venue)		
8:30 am – 9 am	Smudge – for those who wish to attend (Location: Pembina Room) Elder Alexander First Nation		
9 am – 10 am	<u>OPENING CEREMONIES</u> (Location: Pembina Room) RCMP Honour Guard & Piper Entrance for VIPs, Rise for O'Canada, First Nations Elder Blessing Welcome Address: Minister or ADM of Law Enforcement & C/O K-Division (TBC), Town of Westlock Mayor, Westlock Detachment C/O and AAPG Board Chair Ian Sanderson (VIPs and Board attendance recognition)		
10 am – 10:15 am	Health Break: Coffee & Tea with Muffins		
10:15 am – 11:35 am	<u>PRESENTATION</u> (Location: Pembina Room) Emergency Preparedness; Managing Mass Evacuations Policy, Commission/Committee engagement in the process? Communication? What we learned. Presented by: Minister, Jasper Mayor Richard Ireland TBC, Slave Lake RCMP C/Superintendent Roberta McKale		
11:40 – 12:35 pm AAPG	Lunch Buffet Choose your Sandwich, along with Potato Salad and Soup * Location: Pembina Room Noon Presentation: How & Why AAPG was Founded; Founding Board Member TBC		
12:35 pm – 1:55 pm	<u>PRESENTATION</u> (Location: Pembina Room) Public Relations & Social Media Panel: Changing the perception of Police and Transparency to Citizens Public perception vs social media emphasis on negative. Effects of social media on perception of Police, positive message to Service members too! Managing social media from Commission/Committee perspective (15 seconds of public interaction). Small audience is ok. Quality matters. Policies and best practices for social media. Presented by: Speaker Panel: Dr Christopher Schneider Brandon Univ Professor of Sociology, Andrew Knack Edmonton Councillor and Corwin Odland Calgary Police Commission		
2 pm – 3:15 pm Concurrent Sessions Option 1, 2 or 3	<u>Policing Commissions</u> <u>EDUCATION & TRAINING</u> (Location: Pembina Room TBD) New Commission Member Orientation This is an attendee directed session that will discuss the role of a Police Commission, the basics of police oversight and governance, the structure of the municipal police service and board basics. Presented by: Noella Piquette, AAPG Board	<u>Policing Committees & Advisory Members</u> <u>EDUCATION & TRAINING</u> (Location: Board Room TBD) New Member Committee & Policing Advisory Orientation This is an attendee directed session that will discuss the role of Policing Committees, the basics of police oversight and governance, the structure of the RCMP, board basics, and FOIP legislation. Presented by: Ian Sanderson, Chair AAPG	<u>Experienced Members</u> <u>EDUCATION & TRAINING</u> (Location: Timber Room TBD) Data and Reports: How to Glean Trends & Gaps Creating accountability through data and reporting. Evidence based Policing. Goals: what do they look like & how are they measured? How to read financial reports. Presented by: CPC or Town of Barrhead
3:15 pm	Health Break: Coffee & Tea TRAVEL to Networking Event & Banquet		
3:30 pm - 4:45 pm	Networking at the Canadian Tractor Museum for All Attendees + Banquet Guests 9704 96 th Ave, Westlock – Park in Spirit Centre Parking Lot and walk next door (look for the world's largest weather vane) Mingle through the museum and network with peers while enjoying a beverage. **Following the Networking, walk next door to the Spirit Centre for our Banquet. For those with mobility concerns or if it is raining, there will be a 7-person shuttle van available.		
4:30 pm Doors Open 5:30 pm – Dinner 6 pm – 6:30 pm Dr. Tanguay 6:30 pm – 9 pm Casino FUN 8:30pm – 9:30 pm Cash-in & Prize Draw	BANQUET Extraordinaire; Westlock Rotary Spirit Centre! 9603 100 th St – 2 nd Floor (next door to the Tractor Museum) Enjoy soft music by local artists during supper + Silent Auction Buffet Dinner includes Red & White Wine on your table and a Cash Bar available. <ul style="list-style-type: none">• Prime Rib Carving, Chicken Marsala & Pasta• Oven Roasted Potatoes, Rice, Vegetables and Salads• Dessert provided by Kerri's Bakery to finish your evening! EDUCATION on Addiction, triggers and gambling odds. Presented by AAPG Board Member CASINO FUN NIGHT! Receive 'fun money' and continue your networking while playing for two hours on several choices of games with dealers who will teach you all the ins and outs of how to play. Take your winnings and trade in for prize draws. Drive Safe back to your hotel.		

Saturday May 3rd, 2024

7 am – 8:30 am 7:45 am – 9:00 am	Breakfast Included with Hotel Room Only (All-day Coffee/Tea at Venue) Registration PEMBINA room, Westlock Convention Centre, 10411 100 th St., Westlock AB		
8 am – 8:50 am	Annual General Meeting (Location: Pembina Room) <i>A representative from ALL AAPG Members should attend – see Agenda</i> Facilitated by: Ian Sanderson, Chair of AAPG		
9 am – 9:45 am	PRESENTATION AI Technology & Privacy; the effects on Police, Policy and Governance (Location: Pembina Room) Body worn cameras, drones, license plate readers & dash-cams; Pros: helps solve crime/Cons: privacy: uneven application & rules governing use, expectation of privacy, technology space & funding in small communities, Fed Gov National standards? Presented by: Alberta Privacy Commissioner (TBC)		
9:45 am – 10 am	Health Break: Coffee & Tea with Pastries		
10 am – 10:55 am Concurrent Sessions Option 1 & 2	Police Commissions ROUND TABLE DISCUSSIONS (Location: Pembina Room TBD) Sharing session; Question & Answer Facilitated by AAPG Police Commission Board Members	Policing Committees & Advisory Members ROUND TABLE DISCUSSION (Location: Timber Room TBD) Sharing session; Question & Answer Facilitated by AAPG RCMP Serviced Board Members	
11 am – Noon Concurrent Sessions Option 1, 2 or 3	Police Commissions EDUCATION & TRAINING (Location: Pembina Room TBD) Role of Police Associations; Understanding the Grievance Process + Commission Communications How to align Chief compensation with service member benefits. Collective Bargaining process - the Commission vs. municipality role (should it be a Provincial responsibility?). Presented by: Brenna Barrett, Edmonton Police Assoc.	Policing Committees & Advisory EDUCATION & TRAINING (Location: Timber Room TBD) Creation of a Policing Committee Panel: Ballpark costs, resources needed to create, challenges to organize, and Bylaw changes needed (if any). Presented by: City of Cold Lake & Town of Morinville with the Ministry Dept of Law Enforcement & Oversight (TBC)	Option 3 EDUCATION & TRAINING (Location: Board Room TBD) Alberta Ombudsman Office LERB and what other complaints the Alberta Ombudsman office can handle. Presented by: Greg Stead, Director of Investigations, Office of the Ombudsman & Public Interest Commissioner
Noon – 1 pm Demonstration	Lunch Hot Buffet Taco Bar * Location: Pembina Room Westlock Detachment Static Display and/or Drone Demo by Inspector Corey Blize, Red Deer RCMP		
1 pm – 2 pm	PRESENTATION Cultural Diversity Training (Location: Pembina Room) 1 in 4 Canadian residents is an immigrant or 1st generation. Training Committee or Commission members, not just officers, to ensure no discrimination, understanding the power differential to ensure members have the courage to speak up, optics of safety (is your meeting a 'safe place' to speak up), using empathy and sense of community, mentorship. Presented by: Devon Clunis, prior Winnipeg Police Chief and first Black Canadian Police Chief in Canada		
2 pm – 2:45 pm	PRESENTATION Encampments and the Unhoused OR FOIP ACT Changes (Location: Pembina Room) Details TBD. Presented by: TBD		
2:45 pm – 3 pm	Health Break: Coffee & Tea with Cookies ** SILENT AUCTION CLOSES (pay at Registration table)		
3 pm – 4:30 pm	PRESENTATION Collectivity OR Individuality (Location: Pembina Room) Info TBD Presented by: Dr Leroy Little Bear, University of Lethbridge		
4:30 pm – 4:50 pm	PRESENTATION Governance E-Learning Update (Location: Pembina Room) Changes to online training module & how to register Presented by: Wendy Moshuk, Ministry of Public Safety & Emergency Services		
4:50 pm – 5 pm	CLOSING ADDRESS (Location: Pembina Room) Please fill out Evaluation Forms!		



CONTACT INFORMATION FOR MEMBERSHIP

Please take a moment to provide contact information and distribution for your Police Commission, Policing Committee, Advisory Group or Municipality.
Remember, AAPG Membership extends to all members of your group.

Police Commission, Policing Committee, Advisory Group or Municipality		
Number of Police Service Personnel Community provides oversight for	POLICE OFFICERS:	OTHER (Peace Officers, Civilian Support, etc.):
Mailing Address	COMMUNITY POPULATION (rounded is fine):	
Name of Chief, or Detachment Commander/OIC/S.Sgt.		
MAIN CONTACT NAME & POSITION	**The person selected here AGREES to consent to be added to our email Membership distribution.	
MAIN CONTACT Email		
MAIN CONTACT phone number	()	
2nd CONTACT NAME and POSITION TITLE (term expiry, if known)	Example: the Chair or Admin	
2nd CONTACT Email		

EMAIL DISTRIBUTION TO (CONSENT)

As per Canadian Anti-spam and Privacy Legislation, AAPG requires **written** consent to add anyone onto our email distribution list. Your information will not be distributed beyond AAPG Membership & LEO (the Law Enforcement Ministry requires AAPG to provide our Membership list with Main Contact info as part of our Grant funding agreement). You can request removal (unsubscribe/Opt-out) at any time by emailing admin@aapg.ca

MEMBERSHIP Distribution:

Open to members only. We email AGM notices, Ministry updates, ADM All-member meeting invite, Conference announcements, engagement or training opportunities, annual membership invoice and any other relevant information (please provide the name & email address for **anyone** you wish to receive this information).

Water Reconciliation

2024

Billed WTP
HWY

12 21 TOWN

	CUBES	CUBES	DIFF	Metered	DIFF	Total Loss	Daily Ave WTP	Water Loss/Break Commentary
JAN	11362	11133	229	6298	4835	5064	506	Water Break noted, Jan 21 - Feb 6, 2024.
FEB	8405	8308	97	4702	3606	3703	437	Repaired Feb 6, 2024.
MAR	5944	5594	350	6437	-843	-493	280	
APR	6850	6922	-72	5247	1675	1603	330	
MAY	7216	7020	196	6421	599	795	319	
JUN	7195	7021	174	7174	-153	21	351	
JUL	8752	9000	-248	7090	1910	1662	429	
AUG	7158	6662	496	6019	643	1139	317	
SEP	7170	6597	573	6302	295	868	330	
OCT	7034	6919	115	6246	673	788	219	
NOV	6357	6222	135	5674	548	683	311	
DEC	9580	9332	248	7776	1556	1804	307	Trailer park - water break, went through meter.
	93023	90730	2293	69088		17637		
			2.52728			19.43899482		

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024

BETWEEN:

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

AND

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

WHEREAS:

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

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

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

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

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

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

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

1) DEFINITIONS

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

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

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

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – School Site Planning Guidelines

Schedule "B" – Dispute Resolution Process

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

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

Schedule "E" – Operating Guidelines for Joint Use Space

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

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

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

4) WITHDRAWAL AND TERMINATION

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

5) PRINCIPLES

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

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

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

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

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

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

6) CONSULTATION WITH OTHER MUNICIPALITIES

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

7) MEETING OF COUNCIL AND BOARD

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

8) OPERATING COMMITTEE

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

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

9) JOINT USE SPACE

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

Commented [c1]: States shall not charge fees.

Commented [c2]: States shall not charge fees.

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

10) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

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

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

11) SERVICING AND DEVELOPMENT OF SCHOOL SITES

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

12) FACILITY AND SITE SPECIFIC AGREEMENTS

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

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

13) TRANSFER OF SCHOOL SITE

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

14) DISPOSAL OF UNNEEDED SCHOOL SITES

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

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

15) DISPUTE RESOLUTION

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

16) APPLICABLE LAWS

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

17) INTERPRETATION

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

18) TIME OF THE ESSENCE

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

19) NON-WAIVER

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

20) NON-STATUTORY WAIVER

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

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

21) SEVERABILITY

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

22) FORCE MAJEURE

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

23) INSURANCE

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

24) INDEMNIFICATION

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

25) NON-ASSIGNMENT OR TRANSFER

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

26) SUCCESSORS

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

27) NOTICES

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

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

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

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

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

TOWN OF BASHAW

Per: _____
Mayor Name *(please print)*

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

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

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

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

Schedule "A"
School Site Guidelines

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

Size of Site

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

For the Board the following guidelines apply:

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

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

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

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

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

Site Shape and Configuration

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

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

Frontage along a Public Street

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

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

Accessible to Several Modes of Travel

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

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

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

Site Topography and Soil Conditions

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

Flexibility for Design

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

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

Access to Services

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

Schedule "B"
Dispute Resolution Process

Step 1: Notice of Dispute

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

Step 2: Negotiation

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

Step 3: Mediation

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

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

Step 4: Arbitration

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

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

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

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

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

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

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

Commented [c3]: Do you want to change this to May?

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

Commented [c4]: This is May, the other statement is shall; which implies not

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.

Commented [c5]: Insurance coverage would apply to both parties.

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.

Commented [c6]: Do we want to include provisions to charge a fee as well? Earlier in the agreement they say it is free or unless stipulated in the Operating Guidelines...They appear to plan to charge.

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.

Commented [c7]: Do we want to include a clause for extra cleaning?

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.

Town of Bashaw



Request for Decision

Meeting:	Regular Council
Meeting Date:	February 5, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.2 Water Pricing 2025

Background/Proposal:

Option A, B and C are attached.

Discussion/Options/Benefits/Disadvantages:

Option A – The consumption price and the base charges remain the same. There is additional revenue reflected from bulk water sales. The shortfall would be around \$4,237.83, which would be subsidized through taxes.

Option B – Increases the consumption charge from \$3.69 to \$3.75 per cubic meter; which is 6 cents. Base Charge remains the same. This price adjustment covers all the water operation costs.

Option C – Increase the consumption charge from \$3.69 to \$3.85 per cubic meter; which is 16 cents per cubic meter. Base charge remains the same. This price adjustment would reflect a surplus of \$7,154.17. The surplus funds could be reserved, or accessed for purchasing additional water meters, or offset into the budget.

Costs/Source of Funding (if applicable)

Water base and water consumption charges are intended to cover all expenses for water operational expenses.

The shortfall is offset through taxes within the operating budget.

Surpluses, the council can determine where to reflect it.

Applicable Legislation:

MGA – Operating and Capital Budgets – 242 – 246, 248.1

Recommended Action:

The administration recommends ensuring we collect our water-related expenses from water revenue vs. taxation. This is referred to as full cost water accounting.

The Bylaws attached are generated for either Option B or Option C. Administration plans to implement the price change in March 2025.

Administration recommends council approve Option B and proceed with a minimum of one reading for the corresponding bylaw #831-2025 that increases the consumption fee to \$3.75.

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

Community Engagement Consideration:

The administration is willing to proceed upon council request.

Discussion Result:

Additional research Requested:

WATER SUPPLY & DISTRIBUTION				Base	Location	Months	Base Charge Revenue
MONTHLY	Bashaw Charge \$37.75 @ 425 Locations			\$ 37.75	425	12	\$ 192,525.00
	Consumption through meters						\$ 262,728.00
	Bulk Water Sales Projection						\$ 12,000.00
					Total Revenue		\$ 467,253.00
Water Supply & Distribution System Expenses							
		2024 Estimates	2024 Budget	2025 Budget			
	Fixed Costs:			ESTIMATES			\$ 49,429.17
2-41-00-110-00	Salaries & Wages	\$ 68,426.15	\$ 60,455.52	\$ 59,117.83			\$ 316,395.00
2-41-00-225-00	Memberships Relating to Water	\$ 122.14	\$ 165.00	\$ 165.00			\$ 266,965.83
2-41-00-250-00	Repairs & Maintenance - Treatment	\$ 89,221.07	\$ 86,300.00	\$ 44,893.00			\$ 3.75
2-41-00-540-50	Water Supply & Distribution Power	\$ 10,854.96	\$ 13,500.00	\$ 13,500.00			
2-41-00-540-51	Water Supply & Distribution Natural Gas	\$ 6,290.97	\$ 8,000.00	\$ 8,000.00			
2-41-00-762-00	Contributed to Capital Functions - Water Meters						
2-41-00-140-00	Public Works Course Fees - Water	\$ 180.00	\$ 1,540.00	\$ 1,000.00			\$ 471,490.83
2-41-00-211-00	Travel and Subsistence	\$ 2,579.90	\$ 5,200.00	\$ 2,400.00			\$ 266,965.83
2-41-00-215-00	Freight, Postage, Phone	\$ 2,826.44	\$ 4,000.00	\$ 3,000.00			\$ 3.75
2-41-00-274-00	Insurance	\$ 11,329.77	\$ 11,329.77	\$ 11,400.00			
2-41-00-531-00	Chemicals & Salts Etc.						
2-41-00-510-00	General Goods & Supplies	\$ 9,117.26	\$ 11,620.00	\$ 11,620.00			
		\$ 200,948.66	\$ 202,110.29	\$ 155,095.83			
			</				

2025 Town of Bashaw Water Pricing Update
Option B - Increase to \$3.75 per cubic meter

WATER SUPPLY & DISTRIBUTION			Base	Location	Months	Base Charge Revenue
MONTHLY	Bashaw Charge \$37.75 @ 425 Locations		\$ 37.75	425	12	\$ 192,525.00
	Consumption through meters					\$ 267,000.00
	Bulk Water Sales Projection					\$ 12,000.00
				Total Revenue		\$ 471,525.00
Water Supply & Distribution System Expenses						
			2024 Estimates	2024 Budget	2025 Budget	
Fixed Costs:						
2-41-00-110-00	Salaries & Wages		\$ 68,426.15	\$ 60,455.52	\$ 59,117.83	\$ 49,429.17
2-41-00-225-00	Memberships Relating to Water		\$ 122.14	\$ 165.00	\$ 165.00	\$ 316,395.00
2-41-00-250-00	Repairs & Maintenance - Treatment		\$ 89,221.07	\$ 86,300.00	\$ 44,893.00	\$ 266,965.83
2-41-00-540-50	Water Supply & Distribution Power		\$ 10,854.96	\$ 13,500.00	\$ 13,500.00	\$ 3.75
2-41-00-540-51	Water Supply & Distribution Natural Gas		\$ 6,290.97	\$ 8,000.00	\$ 8,000.00	
2-41-00-762-00	Contributed to Capital Functions - Water Meters					
2-41-00-140-00	Public Works Course Fees - Water		\$ 180.00	\$ 1,540.00	\$ 1,000.00	\$ 471,490.83
2-41-00-211-00	Travel and Subsistence		\$ 2,579.90	\$ 5,200.00	\$ 2,400.00	\$ 266,965.83
2-41-00-215-00	Freight, Postage, Phone		\$ 2,826.44	\$ 4,000.00	\$ 3,000.00	\$ 3.75
2-41-00-274-00	Insurance		\$ 11,329.77	\$ 11,329.77	\$ 11,400.00	
2-41-00-531-00	Chemicals & Salts Etc.					
2-41-00-510-00	General Goods & Supplies		\$ 9,117.26	\$ 11,620.00	\$ 11,620.00	
			\$ 200,948.66	\$ 202,110.29	\$ 155,095.83	
2025 Consumption Charge per Cubic Metre			Cubes	Price	Cost	Rate to remain the same.
2-41-00-350-00	Hwy 12 21 Water Purchase -		89,000	\$3.555	\$ 316,395.00	2024 rate \$ 3.69
	89,000 cubic metres @\$3.555					INCREASE OF 1.61%
	Fixed Cost plus Water Purchase				\$ 471,490.83	
	Estimated Consumption -		71,200	\$ 3,750	\$ 267,000.00	
					\$ -	
					\$ 267,000.00	
Total Revenue Less Expenses (Short)					\$ 34.17	

WATER SUPPLY & DISTRIBUTION				Base	Location	Months	Base Charge Revenue	
MONTHLY	Bashaw Charge \$37.75 @ 425 Locations			\$ 37.75	425	12	\$	192,525.00
	Consumption through meters						\$	274,120.00
	Bulk Water Sales Projection						\$	12,000.00
					Total Revenue		\$	478,645.00
Water Supply & Distribution System Expenses								
			2024 Estimates	2024 Budget	2025 Budget			
Fixed Costs:								
2-41-00-110-00	Salaries & Wages			\$ 68,426.15	\$ 60,455.52	\$ 59,117.83	\$	49,429.17
2-41-00-225-00	Memberships Relating to Water			\$ 122.14	\$ 165.00	\$ 165.00	\$	316,395.00
2-41-00-250-00	Repairs & Maintenance - Treatment			\$ 89,221.07	\$ 86,300.00	\$ 44,893.00	\$	266,965.83
2-41-00-540-50	Water Supply & Distribution Power			\$ 10,854.96	\$ 13,500.00	\$ 13,500.00		
2-41-00-540-51	Water Supply & Distribution Natural Gas			\$ 6,290.97	\$ 8,000.00	\$ 8,000.00		
2-41-00-762-00	Contributed to Capital Functions - Water Meters							
2-41-00-140-00	Public Works Course Fees - Water			\$ 180.00	\$ 1,540.00	\$ 1,000.00		\$ 471,490.83
2-41-00-211-00	Travel and Subsistence			\$ 2,579.90	\$ 5,200.00	\$ 2,400.00		\$ 266,965.83
2-41-00-215-00	Freight, Postage, Phone			\$ 2,826.44	\$ 4,000.00	\$ 3,000.00		\$ 3.75
2-41-00-274-00	Insurance			\$ 11,329.77	\$ 11,329.77	\$ 11,400.00		
2-41-00-531-00	Chemicals & Salts Etc.							
2-41-00-510-00	General Goods & Supplies			\$ 9,117.26	\$ 11,620.00	\$ 11,620.00		
			\$ 200,948.66	\$ 202,110.29	\$ 155,095.83			
			Cubes	Price	Cost			
2025 Consumption Charge per Cubic Metre								
2-41-00-350-00	Hwy 12 21 Water Purchase -			89,000	\$3,555	\$ 316,395.00	2024 rate	\$ 3.69
	89,000 cubic metres @\$3,555						INCREASE OF	4.34%
	Fixed Cost plus Water Purchase					\$ 471,490.83		
	Estimated Consumption -			71,200	\$ 3,850	\$ 274,120.00		
						\$		
					\$ 274,120.00			
	Total Revenue Less Expenses (Short)					\$ 7,154.17		

WATER SUPPLY & DISTRIBUTION							
	2019	2020	2021	2022	2023	2024	
WATER REVENUE							
1-41-00-300-00 Line Inspections	\$3,398.61	\$5,589.85	\$ 4,276.35	\$ 1,367.52	\$ -	\$ -	
1-41-00-410-00 Sale of Water	\$319,204.46	\$377,486.20	\$ 415,972.68	\$ 413,389.95	\$ 405,160.91	\$ 461,113.03	
1-41-00-590-00 Hwy 12/ 21 True Up	\$17,066.24	\$8,665.51	\$7,138.21	\$ -	\$ -	\$ 8,654.59	
1-41-00-411-00 Bulk Water Sales	\$2,671.00	\$2,448.75	\$3,729.65	\$ 6,413.95	\$ 11,986.00	\$ 14,074.75	
TOTAL	\$342,340.31	\$394,190.31	\$ 431,116.89	\$ 421,171.42	\$ 417,146.91	\$ 483,842.37	
Water Supply & Distribution System Expenses							
	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	
Fixed Costs:							
2-41-00-110-00 Salaries & Wages	\$ 51,498.82	\$ 45,003.26	\$ 61,490.02	\$ 41,996.90	\$ 55,584.77	\$ 68,426.15	
2-41-00-225-00 Memberships Relating to Water	\$ 57.14	\$ 57.14	\$ 85.71	\$ 90.48	\$ -	\$ 122.14	
2-41-00-250-00 Repairs & Maintenance - Treatment	\$ 38,318.58	\$ 20,038.59	\$ 8,551.14	\$ 9,078.05	\$ 55,263.90	\$ 89,221.07	
2-41-00-540-50 Campus Energy Power	\$ 11,458.27	\$ 11,554.43	\$ 12,146.41	\$ 11,290.34	\$ 13,016.20	\$ 11,741.40	
2-41-00-540-51 Water Supply & Distribution Natural Gas	\$ 4,335.02	\$ 4,601.30	\$ 7,101.90	\$ 6,611.42	\$ 7,225.75	\$ 6,719.17	
Contributed to Capital Functions - Water Meters							
2-41-00-762-00 Public Works Course Fees - Water	\$ 165.00	\$ 166.07	\$ 727.50	\$ 345.00	\$ 1,177.05	\$ 180.00	
2-41-00-140-00 Travel and Subsistence	\$ 573.87	\$ 701.57	\$ 1,225.47	\$ 1,315.60	\$ 2,356.82	\$ 2,579.90	
2-41-00-211-00 Freight, Postage, Phone	\$ 2,108.05	\$ 3,240.92	\$ 3,758.18	\$ 2,204.94	\$ 3,518.62	\$ 2,826.44	
2-41-00-274-00 Insurance	\$ 12,548.17	\$ 5,470.04	\$ 9,594.98	\$ 10,254.47	\$ 10,504.36	\$ 11,329.77	
2-41-00-531-00 Chemicals & Salts Etc.				\$ 1,259.28			
2-41-00-510-00 General Goods & Supplies	\$ 19,987.16	\$ 26,934.42	\$ 13,478.22	\$ 6,863.09	\$ 21,131.24	\$ 9,117.26	
2-41-00-350-00 Water Purchase	\$ 274,058.12	\$ 272,420.47	\$ 327,343.28	\$ 320,058.31	\$ 317,451.71	\$ 314,510.77	
2-41-00-990-00 Water Adjustments	\$ 306.87	58.54					
	\$ 415,415.07	\$ 390,246.75	\$ 445,502.81	\$ 411,367.88	\$ 487,230.42	\$ 516,774.07	
DIFFERENCE BETWEEN REVENUE & EXPENSES	-\$73,074.76	\$3,943.56	\$ 14,385.92	\$ 9,803.54	-\$ 70,083.51	-\$ 32,931.70	
Water purchased							
2-41-00-350-00 Hwy 12 21 Water Purchase	99,000	89,172	107,151	101,735	94,790	\$ 93,023.00	
Price per cube to purchase	2.960	3.055	3.055	3.146	3.349	3.381	
	\$ 293,040.00	\$ 272,420.46	\$ 327,346.31	\$ 320,058.31	\$ 317,451.71	\$ 314,510.76	



BY-LAW NO. # 831 - 2025

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

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

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

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

1. Metered Rates (monthly billing cycle)
 - a. In-Town Customer (Code 400) \$ 3.75
Variable Component/Consumption per m3
 - b. In-Town Customer (Code 401) \$ 37.75
Fixed Component/Flat Fee Monthly

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

* _____
*MAYOR
* _____
*CAO

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

* _____
*MAYOR
* _____
*CAO

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

* _____
*MAYOR

TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

*

*

*_____
*CAO

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

*

*

*_____
*MAYOR

*

*

*_____
*CAO



BY-LAW NO. # 831 - 2025

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

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

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

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

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

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

* _____
*MAYOR
* _____
*CAO

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

* _____
*MAYOR
* _____
*CAO

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

* _____
*MAYOR

TOWN OF BASHAW,
IN THE PROVINCE OF ALBERTA

*

*

*_____
*CAO

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

*

*_____
*MAYOR

*

*

*_____
*CAO

Town of Bashaw

Request for Decision



Meeting:	Regular Council
Meeting Date:	February 5, 2025
Originated by:	Theresa Fuller, Chief Administrative Officer
Agenda Item:	7.4 Funding of Bashaw & District Support Services, and Amendment to Motor Vehicle Collision Memorandum of Understanding.

Background/Proposal:

The town of Bashaw and Camrose County have been meeting to discuss Family and Community Support (FCSS) funding and Motor Vehicle Collision purchases.

The attached letter is Camrose County's response. They have reduced the FCSS funding from \$31,625,89 to \$10,000.

Funds from Motor Vehicle Responses; as per the Memorandum of understanding, are Camrose County's and therefore the purchases from them are owned by Camrose County.

They have declined the Town's request for assurances that the equipment is to remain in the Bashaw Fire Departments operations. (until insolvent, or nonfunctioning)

Discussion/Options/Benefits/Disadvantages:

Bashaw Council's requests are not considered as per the Intermunicipal Collaboration Framework dispute resolution process. Camrose County has declined them.

Options:

1. Hire a mediator
2. Accept their decision and move on.
3. Contact the Minister to discuss arrangements for FCSS funds to be directed directly from the ministry.

Costs/Source of Funding (if applicable)

Provincial Funding, and Camrose County portion of FCSS dollars.

Applicable Legislation:

FCSS Annual Funding Agreement – has no restrictions as to which organizations can receive FCSS payments

FCSS Act – Section 2, b – entering into agreements with other municipalities to provide for establishment, administration and operation of joint FCSS programs.

Section 3, 1 and 2, allows any municipality to make payment to other organizations.

Section 4 – minister has authority to provide payments direction to municipalities

FCSS Regulation

Alberta Grants Regulation

Recommended Action:

Administration requests Council pass the following motion:

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

Or Motion of Council determination.

Community Engagement Consideration:

The administration is willing to proceed upon the council's request.

Discussion Result:

Documents:

Intermunicipal Collaboration Framework
Memorandum of Understanding – Expired agreement
Memorandum of Understanding – proposed new agreement
ICF Joint Committee Meeting Agenda
ICF Joint Committee Meeting Minutes
Letter from Bashaw Town Council requesting Follow – up

Listing of interactions:

August 15, 2024 – Camrose County sends revised agreement to the Town of Bashaw
September 17, 2024 – Bashaw requested and was granted a meeting with Camrose County to discuss the FCSS agreement change
September 26, 2024 – Camrose County informs Bashaw that they will provide a \$10,000 grant to Bashaw & District Support services. They will be required to apply for it annually.
October 2, 2024 – Bashaw reviews the information and requests an Intermunicipal Collaboration Framework (ICF) meeting with Camrose County, as referenced in the ICF agreement.
October 7, 2024 – Bashaw requests Intermunicipal Committee meeting, as per the ICF Agreement.
October 9, 2024 – Camrose County declines meeting stating: “*We heard from Municipal Affairs last week at the ARMAA/LGAA zone 5 meeting that they are asking municipalities to postpone negotiations or updates to our ICF agreement as there are changes to the legislation coming soon.*” And the dates do not work.
October 30, 2024 – Bashaw town Council requests to initiate dispute process under section 8.2 of the Intermunicipal Collaboration framework agreement. Requesting a meeting date.
November 28, 2024 – ICF joint Committee meeting occurred, agenda and minutes are attached.
December 23, 2024 – Bashaw Council sends letter requesting follow up regarding – Dispute process under section 8.2 of the Intermunicipal Collaboration Framework agreement.



3755-43 Avenue,
Camrose, Alberta T4V3S8
P 780-672-4446
E county@county.camrose.ab.ca

January 15, 2025

Town of Bashaw
Box 510
Bashaw AB T0B 0H0

Attention: Mayor Robert McDonald
Sent by email: cao@townofbashaw.com

Re: Funding of Bashaw & District Support Services, and Amendment to Motor Vehicle Collision Memorandum of Understanding (MVC MOU)

In response to your letter of December 23, 2024, Camrose County Council discussed the above issues at the Regular Council Meeting on January 14, 2024.

The following motion was passed regarding your request for 14% of Camrose County's FCSS funding to be directed to the Town of Bashaw:

C. WETTHUHN - That Camrose County Council notify the Council of the Town of Bashaw that, as a municipality is responsible to allocate joint FCSS funding to a service provider, Camrose County has an agreement to allocate County FCSS funding to the Camrose & District FCSS. Previously, Camrose County has, through a Memorandum of Understanding (MOU), provided funding to BDSS through general operating funds. As the MOU has expired, and funding to BDSS was not correlated with FCSS funding, Camrose County grants to an organization such as BDSS is entirely at the discretion of Camrose County Council. Motion #362/24 still stands.
CARRIED.

For your reference, Motion #362/24 is as follows:

T. SROKA - That Camrose County Council recommend to the Budget Committee that Camrose County will commit a grant of \$10,000.00 to the Bashaw and District Support Services for the purposes of FCSS programming for 2025. CARRIED.

The following motion was passed regarding your amendment request to the MVC MOU:

T. SROKA - That Camrose County Council respectfully deny the request from the Town of Bashaw to amend the MVC Memorandum of Understanding to 'guarantee that purchases made for the Town of Bashaw Fire Department remain at the Bashaw Fire Department location unless the department dissolves or becomes insolvent' for the following reasons:

Expand Your Horizons
county.camrose.ab.ca



3755-43 Avenue,
Camrose, Alberta T4V3S8
P 780-672-4446
E county@county.camrose.ab.ca

- *The Bashaw Fire Department MVC Reserve fund is not a fund that is controlled or owned by the Bashaw Fire Department, nor the Town of Bashaw. Camrose County has, in the past years, set aside funds for the purchase of fire equipment/vehicles when required.*
 - *A guarantee has unknown future implications*
 - *The amendment is unnecessary as there would be no impact on or change to the current practices.*
 - *The rationale for the request for the amendment has not been adequately presented by the Town of Bashaw.*
- CARRIED.**

Camrose County values our many partnerships with the Town of Bashaw and will continue, as a Council, to serve in the best interests of the whole of the County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cindy Trautman', with a stylized flourish at the end.

Reeve Cindy Trautman
Camrose County

Intermunicipal Collaboration Framework Agreement

Memorandum of Agreement Between:

Camrose County

and the

Town of Bashaw

1. Term and Review

- 1.1 In accordance with the *Municipal Government Act*, this intermunicipal collaboration framework shall come into force effective September 6, 2023.
- 1.2 This framework may be amended by mutual consent of both municipalities unless specified otherwise in this framework.
- 1.3 In accordance with the *Municipal Government Act*, this intermunicipal collaboration framework must be reviewed once every five years, or sooner if requested by either municipality.

2. Intermunicipal Cooperation

- 2.1 This intermunicipal collaboration framework identifies the services provided by each municipality, the services which are best provided on an intermunicipal basis, and how services to be provided on an intermunicipal basis will be delivered and funded.
- 2.2 The municipalities agree to equitable service delivery. Where shared services are provided, residents and ratepayers of both municipalities be afforded, as far as practical, the same services at the same costs, including user fees for the services provided by either municipality.

3. Intermunicipal Committee

- 3.1 The municipalities agree to create a joint committee known as the Intermunicipal Committee.
 - 3.1.1. The Committee will meet on an "as required" basis and will develop recommendations to the Councils on matters of intermunicipal strategic direction and cooperation affecting County and Town residents and ratepayers, including at a minimum:
 - 3.1.1.1 long-term strategic growth plans as may be reflected in the Intermunicipal Development Plan, Municipal Development Plans, Area Structure Plans or other growth plans, strategic plans or studies;
 - 3.1.1.2 intermunicipal and regional transportation issues, including transportation and utility corridors and truck routes;
 - 3.1.1.3. prompt circulation and review of major land use, subdivision and development proposals in either municipality which may impact the other municipality;
 - 3.1.1.4. the review of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system;

- 3.1.1.5. periodic review of this Intermunicipal Collaboration Framework as required under 1.3;
- 3.1.1.6. periodic review of the Intermunicipal Development Plan as required under 4.2, and;
- 3.1.1.7 existing shared intermunicipal services, or the potential for new shared intermunicipal services.
- 3.1.2. The Committee shall consist of four members, being two Councillors from each municipality.
- 3.1.3 The Chief Administrative Officer, and/or designate from each municipality will serve as advisory staff to the Committee, be responsible to provide background information and recommendations on all matters before the Committee, prepare agenda, record the recommendations of the Committee, and for forwarding all recommendations from the Committee to their respective Councils.

4. Intermunicipal Development Plan

- 4.1 The municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.
- 4.2 The Intermunicipal Development Plan will be reviewed a minimum of every five years, at the request of one or both of the municipalities, or in conjunction with the review of the Intermunicipal Collaborative Framework.

5. Framework for Municipal Services

Both municipalities have reviewed the services offered to ratepayers. Each municipality will continue to provide the following services to their residents and ratepayers independently using internal forces or contracted services:

5.1 Camrose County

5.1.1. Municipal Administration

- Financial Management
- Purchasing/Procurement Services
- HR Services
- Information Technology
- Assessment Services

5.1.2. Transportation Services

- Roadway and Right-of-Way Maintenance
- Bridge and Culvert Maintenance

5.1.3. Water and Wastewater

- Water supply is provided to some areas of the County through various agreements, water commissions, or County maintained wells
- Water storage is provided to some areas of the County through various water commissions or County forces
- Water distribution is provided to some areas of the County through various agreements, water commissions or by County forces.
- Wastewater collection is provided in some areas of the County
- Wastewater treatment is provided in some areas of the County by agreement or by County forces

5.1.4. Solid Waste

- Transfer Stations

- Recycling stations

5.1.5. Emergency and Protective Services

- Peace Officer Services
- Animal Control – provided by third party contractor as required
- Policing Services are provided by the RCMP
- Emergency Management

5.1.6. Agricultural Services

- Crop Management
- Pest and Disease Control
- Seed Cleaning Plant
- Trees and Horticulture
- Weed Control
- Turf Management
- Extension (Education Programs)

5.2 The Town of Bashaw

5.2.1 Municipal Administration

- Financial Management
- Purchasing/Procurement Services
- HR Services
- Information Technology
- Assessment Services – provided by third party under contract

5.2.2 Transportation Services

- Roadway and Right-of-Way Maintenance
- Public Transit provided by the Bashaw Bus Society
- Municipal Airport

5.2.3 Water and Wastewater

- Water supply is provided under agreement by the Highway 12/21 Water Services Commission of which the Town of Bashaw is a member.
- Water Storage and Distribution
- Wastewater Collection
- Wastewater Treatment
- Storm Water Collection

5.2.4 Solid Waste

- Waste Disposal – provided under agreement with the West Dried Meat Lake Regional Landfill Authority of a fee-for-service basis
- Residential and Commercial Curb side Waste Collection provided under agreement by third party contractor

5.2.5 Emergency and Protective Services

- Bylaw Enforcement – provided under agreement by Camrose County as a contracted service
- Animal Control – provided by third party contractor, as required
- Police Services – provided by the RCMP
- Emergency Management

5.3 Shared Services

The Municipalities share a history of intermunicipal collaboration by providing shared services. The following shared services are provided directly or indirectly to their residents and ratepayers:

5.3.1 Emergency and Protective Services

5.3.1.1. Fire Service

Fire Services are provided on a regional, shared service basis, to the Bashaw Fire District, within the County, which includes the Town of Bashaw, by the Bashaw Fire Department, under an agreement between the Town of Bashaw, Camrose County, Ponoka County and Lacombe County.

- a. The Town of Bashaw is the lead municipality.
- b. The funding of the Fire Service is provided by shared municipal contributions and user fees as specified by the agreement.

5.3.2 Community Services

Family and Community Support Services

The Town of Bashaw is a partner in an agreement with the Province for the provision of Bashaw and District Support Services (BDSS), one of several hundred programs facilitated by the province under Family and Community Support Services (FCSS) which operates under the Ministry of Community and Social Services as mandated by the Family and Community Support Services Act and Regulations. BDSS is a shared service for the residents of the Town of Bashaw and the surrounding region of the County.

- a) The Town of Bashaw is the lead municipality.
- b) Funding from the Town of Bashaw is regulated by the province, with the province and the Town contributing funding based on a formula established in the agreement.
- c) Camrose County contributes funding based on a formula established in a Memorandum of Understanding between the Town and Camrose County.

5.3.3 Recreation Services

Many recreational facilities and opportunities are provided within both the municipality, including Campgrounds, Parks, Environmental Reserves, Playgrounds, Sports Fields, Arenas, Curling Rinks, Golf Courses and Community Centres. These facilities are available to be used by residents and ratepayers of the County and the Town on an equal access basis.

- a) In general, the County is the lead municipality for facilities located within the County and the Town is the lead municipality for facilities within the Town; however, in some cases the lead is taken by organizations such as an Agricultural Society or Recreation Society rather than the municipality.
- b) Funding of these facilities is provided by a combination of:
 - User fees;
 - Municipal contributions established by agreement;
 - Municipal contributions based on requests from organizations;
 - Fundraising by organizations; and
 - Grants.

5.4 The municipalities acknowledge that in addition to the shared service agreements in place between the municipalities, they each have independent agreements with other regional partners.

5.5 The municipalities have reviewed the aforementioned existing agreements and have determined that these are the most appropriate municipal services to be conducted in a shared manner.

6. Future Projects, Shared Services and Agreements

6.1 In the event that either municipality initiates the development of a new project or service that may require a new cost-sharing agreement, the initiating municipality will provide notice to the other municipality in writing.

6.2 The initial notification will include a general description of the project, estimated costs and timing of expenditures. The receiving municipality will

advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.

- 6.3 The Intermunicipal Committee will meet to discuss the project within 30 days, if requested by either municipality, and may schedule subsequent meetings as needed.
- 6.4 The Following criteria will be used when assessing the desirability of funding of new projects or services:
 - 6.4.1 the relationship of the proposed project or service to the Intermunicipal Development Plan and to any other municipal planning document prepared and adopted by either municipality;
 - 6.4.2 the level of community support;
 - 6.4.3 the nature of the project or service;
 - 6.4.4 the demonstrated effort by volunteers to support, raise funds or obtain grants for the project or service
 - 6.4.5 the projected ongoing operating costs related to the project or service;
 - 6.4.6 the municipal debt limit of either municipality
 - 6.4.7 the projected use and benefit of the project or service to the residents and ratepayers of both municipalities.
- 6.5 Where the initiating municipality is considering the development of a new capital project which will require a capital contribution and an on-going operational cost contribution from the other municipality, the capital contribution to the project will be negotiated independently of the negotiation for any new or updated cost sharing agreement between the municipalities for the on-going operational costs related to the project.
- 6.6 The Intermunicipal Committee will review, and negotiate, the terms related to the project or new shared service, including the cost sharing arrangement of the project or service. The Intermunicipal Committee will provide a recommendation for approval to the councils of the partner municipalities.
- 6.7 In the event that the Intermunicipal Committee or municipal councils are unable to reach an agreement, within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this bylaw. If urgency is needed, the initiating municipality must not this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.

7. Implementation Plan

- 7.1 Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
 - 7.1.1. the start date that the change will take effect;
 - 7.1.2. A plan to phase out the existing service delivery and to initiate the new service delivery methods;
 - 7.1.3. A plan for the phasing in or out of cost sharing, or other arrangements;
 - 7.1.4. a review date to evaluate the efficiency of the shared service delivery and funding strategy.

8. Dispute Resolution

- 8.1 If any dispute arises between the parties regarding the interpretation, implementation or application of any agreement identified in this Framework, including the Intermunicipal Development Plan, or any alleged contravention of this Framework or IDP, the dispute will be resolved through

the process and provisions outlined in the "Model Default Dispute Resolution Provisions" Schedule of the Intermunicipal Collaboration Framework Regulation AR 191/2017 and the *Municipal Government Act*, as amended from time to time.

- 8.2 The dispute resolution process will include negotiation, mediation, and arbitration as progressive steps available to the parties in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator's order will be considered final and binding up the parties, subject to a judicial review on a question of jurisdiction only.
- 8.3 The municipalities are committed to resolving any disputes in a timely, non-adversarial, and cost effective manner.
- 8.4 If the municipalities become involved in a dispute resolution process, they each shall continue to perform their obligations described in this Framework until the dispute resolution process is complete, and subsequently, will comply with the agreed resolution or arbitration order.
- 8.5 Upon the issuance of an arbitrator's order, or upon a negotiated or mediated agreement, both municipalities will promptly update their respective intermunicipal collaboration framework and/or intermunicipal development plan to reflect any necessary changes, including an implementation plan.

9. Correspondence

- 9.1 Notices related to this agreement may be sent in written or electronic form and shall be addressed as follows:

9.1.1 Notices to Camrose County:

Camrose County
c/o Chief Administrative Officer
3755-43 Avenue
Camrose, AB T4V 3S8
administration@county.camrose.ab.ca

9.1.2 Notices to the Town of Bashaw:

Town of Bashaw
c/o Chief Administrative Officer
5011-52 Ave., Box 510
Bashaw, AB T0B 0H0
admin@townofbashaw.com

- 9.1.3 Where the municipal address or primary contact email listed in 9.1.1 or 9.1.2 has changed, the notice shall be provided to the current municipal address, or primary contact email of their respective municipality.

Camrose County


Reeve


County Administrator

Town of Bashaw


Mayor


Chief Administrative Officer

MEMORANDUM of UNDERSTANDING

BETWEEN

Camrose County

Hereinafter referred to as the (County)

And

The

Town of Bashaw

Hereinafter referred to as the (Town)

Purpose: The Memorandum of Understanding (MOU) between the County and the Town is for the provision of funding for the establishment, administration and operation of a Family and Community Support Services Program, in Bashaw and area, in accordance with the Family and Community Services Act and Regulation.

Scope: The County and Town agree to enter into a Memorandum of Understanding regarding the ongoing financial commitment from the County to the Town for funding of Family and Community Support Services, for Bashaw and area.

Understandings: The County will annually provide funding to the Bashaw and District Support Services (BDSS) equal to ten percent (10%) of the combined provincial and municipal, County, contribution to Camrose and District Support Services (CDSS).

This Memorandum of Understanding commences on February 1, 2019 and ends on December 31, 2024. The MOU may be extended by mutual agreement of both parties.

This Memorandum of Understanding may be terminated:

- a. at any time by mutual agreement of the parties
- b. by either party for any reason by providing 1 years written notice to the other party.

Severability Provision

Should any provision of this MOU be invalid then such invalid provision shall be severed and the remaining MOU shall be maintained and deemed valid

Town of Bashaw

P. Shantz Date: Feb 21, 2019.
Mayor

Jub Date: Feb 13/19.
Chief Administrative Officer

Camrose County

[Signature] Date: 22 January 2019.
Reeve

[Signature] Date: Jan 21, 2019
Chief Administrative Officer

Proposed New
Agreement

MEMORANDUM of UNDERSTANDING

BETWEEN

Camrose County

Hereinafter referred to as the (County)

And

The

Town of Bashaw

Hereinafter referred to as the (Town)

Purpose: The Memorandum of Understanding (MOU) between the County and the Town is for the provision of funding for the establishment, administration and operation of a Family and Community Support Services Program, in Bashaw and area, in accordance with the Family and Community Services Act and Regulation.

Scope: The County and Town agree to enter into a Memorandum of Understanding regarding the ongoing financial commitment from the County to the Town for funding of Family and Community Support Services, for Bashaw and area.

Understandings: The County will annually provide funding to the Bashaw and District Support Services (BDSS) equal to the Bashaw municipal contribution required under the Provincial FCSS funding calculation.

This Memorandum of Understanding commences on February 1, 2025 and ends on December 31, 2029. The MOU may be extended by mutual agreement of both parties.

This Memorandum of Understanding may be terminated:

- a. at any time by mutual agreement of the parties
- b. by either party for any reason by providing 1 years written notice to the other party.

Severability Provision

Should any provision of this MOU be invalid then such invalid provision shall be severed and the remaining MOU shall be maintained and deemed valid

Town of Bashaw

Mayor

Date:

Chief Administrative Officer

Date:

Camrose County

Reeve

Date:

Chief Administrative Officer

Date:



**ICF Joint Committee Meeting Agenda
Town of Bashaw & Camrose County
November 28, 2024 – 4:00 pm
Bashaw Town Council Chambers**

1. Introductions
2. Town of Bashaw – Dispute FCSS Payment Reduction
3. Camrose County – Discussion
4. Town of Bashaw – Dispute the Fire MOU Funds Ownership
5. Camrose County – Discussion
6. Next Steps



November 28, 2024

The town of Bashaw disputes Camrose County's decision to eliminate the Memorandum of Understanding and reduce annual FCSS contributions to \$10,000.00.

We feel that Camrose County is underfunding Family and Community Social Supports funding for Division 1 and Ferintosh.

Camrose County's annual FCSS Provincial funding plus the County's contribution is intended to provide social supports funding to all Camrose County residents. Currently all the funding has been provided to Camrose and District Support services.

Residents living in Division 1, Ferintosh, and as far as New Norway are accessing social support service from Bashaw and District Support Services. These residents do not have transportation to enable them to access services from Camrose and District Support services.

Bashaw Town Council will accept either of the following solutions:

1. Bashaw Town council requests that Camrose County provide 14% of their FCSS provincial and County contribution to 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.
2. Renew the Memorandum of Understanding, based on the same funding formula and continue the contributions in the same manner as previously implemented.

Additionally:

We request Camrose County provide representatives for both the Bashaw & District Support Services, and Bashaw Youth Foundation Boards.

Camrose County has an established history of supporting the Town of Bashaw for Family and Community support services funding.

Camrose County FCSS Payment Data:

Year	Payment Amount	Year	Payment Amount	Year	Payment Amount
2024	\$31,625.89	2019	\$30,136.02	2014	\$25,113.25
2023	\$28,144.12	2018	\$30,136.02	2013	\$25,113.25
2022	\$27,756.89	2017	\$30,136.02	2012	\$24,200.00
2021	\$27,236.00	2016	\$29,633.73	2011	\$22,000.00
2020	\$30,136.02	2015	\$25,113.25	2010	\$24,200.00

Year	Payment Amount
2009	\$26,930.00
2008	\$22,400.00
2007	\$20,000.00
2006	\$20,000.00
2005	\$0.00

First year town received FCSS funds from province & Camrose County
Town did not receive FCSS provincial dollars or Camrose County Funds

For more than 20 years, the County of Camrose has provided funding for Family and Community Support Services (FCSS) programming in our area. This funding has been instrumental in enabling our community to plan, staff, and maintain critical operations. Its uninterrupted history has served as a cornerstone of stability and trust, representing the strength of our shared collaboration.

The recent decision to significantly reduce this funding appears both arbitrary and disproportionate. While we understand the financial pressures that municipalities face, the sudden cessation of these funds undermines and disrupts services that have long benefited the residents of both the Town and the County.

During our recent meeting, it was communicated that the funds in question were not part of the FCSS allocation for Division 1 that we serve, but rather drawn from the County's operations budget. Additionally, we were informed that all FCSS funds have been directed to Camrose District and Support Services to serve the entire County. While this decision might appear efficient in principle, it creates significant inequities in practice.

Residents of a community located 58 kilometers away from Camrose cannot be properly served by having to travel such a significant distance to access services. For many individuals, particularly those with limited transportation options, mobility challenges, or low incomes, this distance creates substantial barriers to receiving timely support. Services are most effective when they are accessible locally, allowing residents to receive the help they need without the added burden of travel time, transportation costs, or the emotional and physical strain associated with barriers to access. Centralizing services in Camrose risks excluding our most vulnerable populations from receiving adequate care and undermines the principle of equitable service delivery tailored to the unique needs of each community.

Localized funding distribution allows communities to prioritize underserved or marginalized populations based on unique circumstances. Whether addressing the needs of families, youth, seniors, or other vulnerable groups, local funding ensures no one is left behind. Additionally, the FCSS mandate emphasizes prevention—building strong, resilient communities by addressing root causes such as poverty, mental health challenges, and family instability. Local agencies are in the best position to design and implement preventative measures, reducing future reliance on more costly crisis interventions.

The significant reduction of this funding jeopardizes the programs and services that our community has built over decades. It risks increasing social isolation, eroding mental health supports, and undermining preventative measures that have proven effective. Further, this decision weakens the collaborative spirit that has defined our partnership and undermines the long-standing trust we have fostered.

The provincial 80/20 split provides a more stable and long-term funding structure compared to an operational grant. Using FCSS funds to ensure we effectively serve Division 1 will help reduce the strain on your municipal budget, making it easier to absorb while still ensuring that services remain intact in our community.



November 28, 2024

The town of Bashaw disputes Camrose County's determination the Town of Bashaw Fire Department Reserve Vehicle/Equipment fund are Camrose County funds.

The Memorandum of Understanding states: (Signed July 14, 2015)

Page 1 – Scope – The Town and County also agree that a percentage of received revenue be distributed into a Reserve fund for future vehicle/equipment for the Town Fire Department.

- It does not state that the items would be owned by Camrose County

Page 2 – b – References the Town of Bashaw Fire Department Reserve Vehicle/ Equipment Fund 50%.

- stating the name would indicate the town owns the funds

C – States the County agrees to be custodian of that fund.

- It does not state they own the funds. The agreement does not reference in clear terms as to the owner of the funds.

Regional Agreement Signed June 16, 2011 – between Town of Bashaw, Camrose County, Ponoka County, and Lacombe County states:

Page 2 – section 5 – Refers to the equipment as “the Counties” – Fire engine and equipment and emergency vehicles.

- This would demonstrate that Camrose County does not own the vehicles exclusively.
- Bashaw Fire Department contributed \$75,000.00 for the Rescue Unit. This unit could be considered half owned by the Town.

Page 6 – Section i. – The Town shall receive all payments paid by Alberta Transportation and Infrastructure for motor vehicles on Provincial Highways within their fire district.

- The agreement does not define what the fire district is; however, it would be implied that it covers the area where the Town of Bashaw Fire department is required to respond to calls.
- Bashaw Fire department owns two Holmatro/Jaws of Life, and other tools used for motor vehicle calls, and casualty extraction. The Regional agreement does not pay for purchase or annual service of the equipment.

TOWN OF BASHAW

5011 - 52ND AVENUE OR BOX 510, BASHAW, AB T0B 0H0
EMAIL: admin@townofbashaw.com PHONE: 780.372.3911 FAX: 780.372.2335

- This would be inclusive of two-digit highways within the referred to Fire District, including Camrose County

Bashaw Town Council is of the opinion that the funds referenced as “Town of Bashaw Fire Department Reserve Vehicle/Equipment Fund of 50%” belong to the town to purchase equipment that would be owned by the Town of Bashaw.

The Town of Bashaw considers the funds, and any items purchased with them, as Town of Bashaw property.

Additional Comments:

- Two-digit highways regardless of where they are located are Province of Alberta property, not any specific county.
- Within the province’s view whoever responds to the MVC is who the payment is directed to.



**ICF Joint Committee Meeting Minutes
Town of Bashaw & Camrose County
November 28, 2024 – 4:00 pm
Bashaw Town Council Chambers**

In Attendance: Councillor Don Simpson (Camrose County), Reeve Cindy Trautman (Camrose County), CAO Teresa Gratrix (Camrose County), Councillor Jackie Northey (Town of Bashaw), Councillor Kyle McIntosh (Town of Bashaw), and CAO Theresa Fuller (Town of Bashaw)

1. Introductions – The attendees introduced themselves to each other.

As the meeting started Reeve Trautman asked if the meeting was without prejudice. Brief discussion in this regard, and all parties agreed.

2. Town of Bashaw – Dispute FCSS Payment Reduction

Councillor Northey shared with the group the history of Bashaw and District Support services, and how in the past funds from Camrose and District Support services were directed to BDSS. Then the discussion proceeded to a balanced interaction.

The following are notes:

- 2004 – 2005 – Louise Jensen talked to CDSS to pass funds to BDSS
- On/about 2017 – the funds were changed from FCSS dollars to Camrose County operating budget
- Camrose County considers it an operational grant from Camrose County
- The funds had been consistently contributed for 20 years
- The recent proposal to reduce the contribution to \$10,000 impacts programming
- Discussion proceeded to – inquiry how many Camrose County people access services
- Camrose County requested BDSS to provide data on how many Camrose County residents are served through BDSS. The numbers are low, as the requirement for the data is a recent request, and they had not been provided with a timeline in advance to collect the data; to provide the request.
- Camrose County does not appear to have the same requirement from CDSS.
- Camrose County provides all their provincial allocation and their obligated contribution – completely to CDSS.
- Camrose County informed the Town of Bashaw they are obligated to provide the full funding to CDSS.

- Councillor McIntosh provided examples of other counties that split out their funds to various partners within the County.
- Currently all the villages in Camrose County forward all their FCSS funds to CDSS
- Camrose County was unsure of their history regarding the payments; when it changed from FCSS dollars to dollars from within their operating budget
- BDSS will continue to collect data specific to Camrose County. Many residents in the area; even if they live in Camrose County still refer to themselves as Bashaw residents.
- Camrose County feels they are overcontributing. They consider BDSS as a duplication of services and they are required to justify the expenses to their residents.
- Camrose County feels because they are providing \$58,000(municipal obligated contribution) to CDSS, and that contributing \$30,000 to BDSS is an overcontribution. The County feels that the funding source for both; is their operating budget, that this is an overcontribution for duplicate services.
- The Town of Bashaw was of the understanding the funds they received were part of the County's FCSS programming dollars.
- The Town of Bashaw feels that Division 1 and Ferintosh are being served by BDSS for social supports programming – these areas make up 14% of the County.
- The Town of Bashaw feels that residents access services from BDSS due to proximity, vs driving to the City of Camrose for services.
- Camrose County receives \$300,000 from the province and they contribute \$58,000 as their mandatory 20% contribution.
- Camrose County feels that CDSS is responsible for social supports programming for all of Camrose County.
- Camrose County declined providing representation on either BDSS or Bashaw Youth foundation boards, however expressed concern that they receive no information on how the contributed funds are spent.

3. Camrose County – Discussion

Included in the comments in previous section.

4. Town of Bashaw – Dispute the Fire MOU Funds Ownership

- Town of Bashaw believes that 50% of the fund is not all Camrose County's funds
- Camrose County contributes 75% of the deficit of the town of Bashaw Fire department operating expenses.
- The equipment provided to the Bashaw fire department is owned by the Counties as a 25% split.
- 50% is for future equipment.
- Camrose County feels the highway is in the Camrose County and their jurisdiction, and in the absence of the MOU the funds would be theirs alone.
- Camrose County feels they can be the only organization to bill Alberta Transportation for the funds.
- Camrose County expressed they were happy to share the funds and put the funds away in the reserve.

TOWN OF BASHAW

5011 - 52ND AVENUE OR BOX 510, BASHAW, AB T0B 0H0

EMAIL: admin@townofbashaw.com PHONE: 780.372.3911 FAX: 780.372.2335

- Camrose County said they would purchase Jaws of life, etc. with the funds if Bashaw wanted it.
- The wording of the MOU is not clear as to who is the owner of the reserve.
- Camrose County would own any assets purchased with the funds. They felt that it would be a burden, extra insurance costs, maintenance, etc. for the Town of Bashaw.
- Both sides agree the language of the agreement is lacking.
- Camrose County said the funds are earmarked for the area.
- Town of Bashaw expressed concern that if the Camrose County owned the equipment, it could be relocated to any area in the County.
- Camrose County expressed that they would never remove the equipment purchased with the fund from the area.

5. Camrose County – Discussion

Included in comments in previous section.

6. Next Steps

Each Council representative would take the information back to their respective councils for discussion.

FCSS Funding - Bashaw Town council requests that Camrose County provide 14% of their FCSS provincial and County contribution to Bashaw & District Support social programming. Division 1 and Ferintosh represent 14% of Camrose County, therefore funding for social supports should be 14% of all Camrose County and provincial contribution.

Fire MOU Funds – The Town of Bashaw would like assurances within the agreement that the equipment purchased with the Funds remains in the Bashaw Fire Department.



December 23, 2024

Attn: Honourable Reeve Cindy Trautman

Camrose County Council

Delivered by email: cao@county.camrose.ab.ca
ctroutman@county.camrose.ab.ca

Dear Honourable Reeve Ms. Cindy Trautman,

Subject: Follow-up Regarding - Dispute Process Under Section 8.2 of the Intermunicipal Collaboration Framework Agreement

Thank you for your representation at the ICF Intermunicipal Committee meeting on November 28, 2024. As discussed at the meeting, Bashaw representatives shared the information with the balance of Bashaw Town Council on December 11, 2024.

The following motions were passed:

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

The Intermunicipal Collaboration Framework Agreement, Section 8, subsection 8.2 references negotiation, mediation and arbitration as progressive steps available to the parties in their efforts to resolve a dispute. The town of Bashaw considers this situation a dispute therefore is committed to resolving this in a timely, non-adversarial, and cost-effective manner.

The Town of Bashaw would like to bring to your attention section 8.4; *"If the municipalities become involved in a dispute resolution process, they each shall continue to perform their obligations described in this Framework until the dispute resolution process is complete, and subsequently, will comply with the agreed resolution or arbitration order"*.

In conclusion, 5.3.2 c.) Camrose County would continue to contribute funding; at a minimum; on the formula established in the Memorandum of Understanding between the Town and Camrose County.

We would like a response from the county to our requests by January 17, 2025. If the situation proceeds to mediation the County would still be required to provide the same funding for BDSS as per the Memorandum; through the mediation process.

Sincerely,



Mayor Robert McDonald
Cc: Bashaw Town Council