



**REGULAR COUNCIL MEETING AGENDA  
CARSTAIRS MUNICIPAL OFFICE  
MONDAY, MAY 9, 2022, 7:00 P.M.**

Page

**1. CALL TO ORDER**

**2. ADDED ITEMS**

**3. ADOPTION OF AGENDA**

- a) Adoption of agenda of May 9, 2022  
**Motion:** To adopt the agenda of May 9, 2022

**4. ADOPTION OF MINUTES**

4 - 7

- a) Adoption of minutes of April 25, 2022 (addendum 4.a)  
**Motion:** To adopt the minutes of April 25, 2022



**5. BUSINESS ARISING FROM PREVIOUS MEETING**

8 - 50

- a) Joint use and Planning Agreement-Carstairs and Chinooks Edge School Division (addendum 5.a)



**6. DELEGATIONS**

51 - 56

- a) EMS Presentations-Randy Bryksa and Curtis Swanson  
b) Carstairs Agricultural Society-Communities in Bloom Letter-Kelly Casebeer (addendum 6.b)



**7. BYLAWS AND POLICIES**



**8. NEW BUSINESS**

57 - 60


- a) Mutual Aid Agreement-Crossfield and Carstairs (addendum 8.a)



- b) Richard Dais Scholarship 2022

- 61 - 64
- c) Citizenship Awards 2022
  - d) Appointment to Carstairs Public Library Board- Dwayne Fulton (addendum 8.d)
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## 9. COMMITTEE REPORTS

- 65 - 67
- a) LEGISLATIVE & EMERGENCY SERVICES COMMITTEE
  - b) STRATEGIC PLANNING & CORPORATE AFFAIRS COMMITTEE
    - i) Minutes of the April 25, 2022 meeting (addendum 9.b.i)
- 
- c) EXTERNAL RELATIONS COMMITTEE
  - d) POLICY & GOVERNANCE COMMITTEE
  - e) MOUNTAIN VIEW REGIONAL WASTE COMMISSION
  - f) MOUNTAIN VIEW REGIONAL WATER COMMISSION
  - g) MOUNTAIN VIEW SENIORS HOUSING
  - h) MUNICIPAL AREA PARTNERSHIP
  - i) CARSTAIRS COMMUNITY DEVELOPMENT & ECONOMIC PARTNERSHIP
  - j) CENTRAL ALBERTA ECONOMIC PARTNERSHIP

## 10. COUNCILOR REPORTS

- a) COUNCILOR ALLAN
- b) COUNCILOR BALL
- c) COUNCILOR FRICKE
- d) COUNCILOR RATZ
- e) COUNCILOR ROBERTS
- f) COUNCILOR WILCOX
- g) MAYOR COLBY

## 11. CORRESPONDENCE

- 68 - 69
- a) Declaration of Seniors' Week-June 6-12, 2022 (addendum 11.a)
-   

- 70
- b) Letter of Thanks - Kiwanis Music Festival (addendum 11.b)
- 

## 12. CAO'S REPORT

## 13. COUNCILOR CONCERNS

**14. PUBLIC QUESTION PERIOD**

**15. MEDIA QUESTION PERIOD**

**16. CLOSED MEETING**

- a) Section 197 of the MGA states that Council and Council Committees must conduct their meetings in public unless the matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the Freedom of Information and Privacy (FOIP) (s. 16 to 29).

**17. ADJOURNMENT**

MINUTES OF THE REGULAR COUNCIL MEETING  
MONDAY, APRIL 25, 2022, 7:00 P.M.  
CARSTAIRS MUNICIPAL OFFICE

ATTENDEES:	Mayor Colby, Councilors Allan, Ball, Fricke, Roberts, Ratz, and Wilcox, CAO Rick Blair, Director of Legislative & Corporate Services Shannon Allison, Rob McKay, Kirk Williscroft, and Executive Assistant Kayleigh Van Es
ABSENT:	Nil
CALL TO ORDER:	Mayor Colby called the meeting of April 25, 2022, to order at 7:00 p.m.
ADDED ITEMS:	1. Hugh Sutherland School Grad Request Letter
ADOPTION OF AGENDA:	
Motion 254/22	Motion by Councilor Allan to adopt the Regular Council agenda of April 25, 2022, as amended. <b>CARRIED</b>
ADOPTION OF PREVIOUS MINUTES:	
Motion 255/22	Motion by Councilor Ball to adopt the Regular Council minutes of April 11, 2022, as amended. <b>CARRIED</b>
BUSINESS ARISING FROM PREVIOUS MEETING:	Nil
DELEGATIONS:	Nil
BYLAWS & POLICIES:	<b>1. Bylaw 1062 Traffic Bylaw</b> - Councilor Fricke spoke to Bylaw 1062 being reviewed at the Policy & Governance Committee.  - Rob McKay spoke to the changes made to Bylaw 1062 traffic Bylaw.
Motion 256/22	Motion by Councilor Wilcox to adopt the changes and give first reading of Bylaw No. 1062 Traffic Bylaw. <b>CARRIED</b>
Motion 257/22	Motion by Councilor Fricke to give second reading of Bylaw No. 1062 Traffic Bylaw. <b>CARRIED</b>
Motion 258/22	Motion by Councilor Roberts to move to third reading of Bylaw No. 1062 Traffic Bylaw. <b>CARRIED UNANIMOUSLY</b>
Motion 259/22	Motion by Councilor Allan to give third and final reading of Bylaw No. 1062 Traffic Bylaw. <b>CARRIED</b>
	<b>2. Policy No. 26-018-22 Carstairs Protective Services Body Cam Policy</b> - Councilor Fricke spoke to Policy No. 26-018-22 being reviewed at the Policy & Governance Committee.  - Rob McKay spoke to the new Policy No. 26-018-22 Body Cam Policy.
Motion 260/22	Motion by Councilor Ratz to adopt Policy No. 26-018-22 Carstairs Protective Services Body Cam Policy. <b>CARRIED</b>
NEW BUSINESS:	<b>1. Fire Hall Subdivision Report</b> - Kirk Williscroft spoke to the Fire Hall Subdivision Report for Lot 1, Block 1, Plan 1611998.
Motion 261/22	Motion by Councilor Ball to accept the Fire Hall Subdivision report as information. <b>CARRIED</b>



**2. HSS after Grad Request Letter**

- Councilor Allan spoke to the request for use of the old land fill site for Hugh Sutherland School after Grad request with the supply of porta pottie and generator light for June 25, 2022.

Motion 262/22

Motion by Councilor Fricke to accept the After-Grad request Letter as information and pass on to administration to facilitate request.

**CARRIED**

**COMMITTEE REPORTS:**

**1. Legislative & Emergency Services Committee**

- Councilor Ball gave an oral report of the meeting on April 19, 2022.

**2. Strategic Planning & Corporate Affairs Committee**

- Councilor Roberts gave an oral report of the meeting on April 25, 2022, prior to Council.

**3. External Relations Committee**

- April 21, 2022 meeting was postponed. Next meeting is on May 19, 2022.

**4. Policy & Governance Committee**

- Councilor Fricke gave an oral report of the meeting on April 12, 2022.

**5. Mountain View Regional Waste Commission**

- Nothing to report at this time. Next meeting is May 2, 2022.

**6. Mountain View Regional Water Commission**

- Nothing to report at this time. Next meeting is May 11, 2022.

**7. Mountain View Seniors' Housing**

- Nothing to report at this time May 5, 2022.

**8. Municipal Area Partnership**

- Nothing to report at this time.

**9. Carstairs Community Development & Economic Partnership (CCD&EP)**

- Councilor Wilcox gave an oral report of the meeting on April 20, 2022.

**10. Central Alberta Economic Partnership (CAEP)**

- AGM meeting in on June 17 2022.

Motion 263/22

Motion by Councilor Wilcox to accept all Committee Reports as information.

**CARRIED**

**COUNCILOR REPORTS:**

**Councilor Allan**

- April 19, 2022 attended the Legislative and Emergency Services Committee Meeting.

**Councilor Ball**

- April 19, 2022 attended the Legislative and Emergency Services Committee meeting.  
- April 25, 2022 attended Strategic Planning and Corporate Affairs Committee meeting prior to Council.

**Councilor Fricke**

- April 12, 2022 attended Policy and Governance Committee meeting.  
- April 25, 2022 attended Strategic Planning and Corporate Affairs Committee meeting prior to Council.

**Councilor Ratz**

- April 10 to 13, 2022 attended ASHA Convention.  
- April 19, 2022 attended the Legislative and Emergency Services Committee meeting.  
- April 19, 2022 met with Councilor McCoy of the Town of Didsbury  
- April 22, 2022 attended MVSH succession planning meeting.

**Councilor Roberts**

- April 12, 2022 attended Policy and Governance Committee meeting.
- April 13, 2022 attended AGM Water Commission meeting.
- April 22, 2022 Carstairs Nature Space tree planting was rescheduled.
- April 23, 2022 attended MVR Water Commission meeting.
- April 25, 2022 attended Strategic Planning and Corporate Affairs Committee meeting prior to Council.

**Councilor Wilcox**

- April 12, 2022 attended Policy and Governance Committee meeting.
- April 19, 2022 attended Carstairs Public Library Board meeting.
- April 20, 2022 attended CCDEP meeting.

**Mayor Colby**

- April 13, 2022 attended AGM Water Commission meeting.
- April 23, 2022 attended MVR Water Commission meeting.

Motion 264/22	Motion by Councilor Allan to accept all Councilor Reports as information.	<b>CARRIED</b>
<b>CORRESPONDENCE:</b>	<b>1. Day of Smiles Proclamation-June 19, 2022</b>	
Motion 265/22	Motion by Councilor Ball to accept the Longest Day of Smiles proclamation letter as information.	<b>CARRIED</b>
	<b>2. World Ocean Day Proclamation-June 8, 2022</b>	
Motion 266/22	Motion by Councilor Ball accept the World Ocean Day proclamation letter as information.	<b>CARRIED</b>
	<b>3. Letter from Cool Green Solutions Inc.</b>	
Motion 267/22	Motion by Councilor Fricke to accept the Letter from Cool Green Solutions Inc. as information.	<b>CARRIED</b>
<b>CAO’S REPORT:</b>	<b>1. First 2 weeks as CAO</b> - CAO Blair reports the first 2 weeks as the town of Carstairs CAO have been busy, however it has been an exceptionally smooth transition thanks to the staff’s hard work.	
Motion 268/22	Motion by Councilor Wilcox to accept CAO’s Report as information.	<b>CARRIED</b>
<b>COUNCILOR CONCERNS:</b>	<b>1. Councilor Ball</b> - Councilor Ball received complaints in regards to a drop in water pressure. - Concern was addressed by CAO Blair and there was no pump issue reported.	
Motion 267/22	Motion by Councilor Ratz to accept Councilor Concerns as information.	<b>CARRIED</b>
<b>PUBLIC QUESTION PERIOD:</b>	Nil	
<b>MEDIA QUESTION PERIOD:</b>	Nil	
<b>CLOSED MEETING SESSION:</b>	<i>Section 197 of the MGA states that Councils and Council Committees must conduct their meetings in public unless the matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the Freedom of Information and Protection of Privacy (FOIP) (s. 16 to 29).</i>	
Motion 268/22	Motion by Councilor Allan that Council closes the meeting to the Public at 7:22 p.m. to discuss closed meeting session items.	<b>CARRIED</b>

Motion 269/22	Motion by Councilor Wilcox to come out of the closed meeting session at 7:39 p.m.	CARRIED
Motion 270/22	Motion by Councilor Allan to approve the request for the purchase of the Elks Bus Barn at the expense of \$30,000.	CARRIED
Motion 271/22	Motion by Councilor Ball to approve the request for increased expenditures of \$44,597.01 for cart path paving and railing installation at the Carstairs Community Golf Club.	CARRIED
NEXT MEETING:	Monday, May 9, at 7:00 p.m.	
ADJOURNMENT:		
Motion 272/22	Motion by Councilor Roberts to adjourn the meeting of April 25, 2022, at 7:41 p.m.	CARRIED

\_\_\_\_\_  
Lance Colby, Mayor

\_\_\_\_\_  
Rick Blair, CAO

**JOINT USE AND PLANNING AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

TOWN OF CARSTAIRS

AND

THE CHINOOK'S EDGE SCHOOL DIVISION

**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 school board; and

This agreement replaces any previous agreements between the parties; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and 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 Chinook's Edge School Division.
- 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 Town of Carstairs
- 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) "Facility Plans" means the capital plan and facility plan prepared by the Board for approval by the Alberta Government.
- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.
- m) "Governing Committee" means the committee which includes elected officials as established under this Agreement.

- n) "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.
- o) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A" and "B" as being available for booking by the Parties or User Groups or for Community Use.
- p) "Municipality" means the municipal corporation of The Town of Carstairs, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) "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.
- r) "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 "A".
- s) "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.
- t) "Operating Committee" means the committee which is comprised of the CAO and Superintendent as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Public Board" means The Chinook's Edge School Division and any successor board or authority.
- w) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- x) "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 Schedules "B".
- y) "School Portion" means the portion of Reserve Land identified for transfer to a 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.
- z) "Superintendent" means the chief executive officer the Board.
- aa) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

**2) SCHEDULES**

The following is the list of Schedules to this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – School Board Facilities available for Joint Use

Schedule "C" – Joint Use Times

Schedule "D" – Operating Guidelines

Schedule "E" – School Site Planning Guidelines

Schedule "F" – Dispute Resolution Process

**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 five (5) years with the first such review scheduled in 2027. The review shall be undertaken by the Operating and Governing Committees. Following the review, the Governing Committee shall recommend 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, all Parties shall commence a review of this Agreement within 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 all 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 of the Parties 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) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.



- c) 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 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.
- d) 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 and the other municipalities.

**7) MEETING OF COUNCIL AND BOARD**

- a) Council of the Municipality and the members of the Boards shall meet at least every four (4) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of the Board on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- 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 14 calendar days of the date of the meeting.

**8) GOVERNING COMMITTEE**

- a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from the Board. The Governing Committee shall meet on an “as needed” basis.
- b) The role of the Governing Committee shall be to provide recommendations to the Council and Board regarding:
  - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and

- ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.
- d) The CAO and Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governing Committee shall require consensus of its members.

**9) OPERATING COMMITTEE**

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendent (or their designate).
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
  - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Board;
  - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Board;
  - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
  - iv) review any approved Operating Directives on an annual basis;
  - v) provide a forum for the operational concerns of the Parties to be discussed;
  - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
  - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;

- viii) review the Facility Plans of the Board annually;
  - ix) circulate any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
  - x) determine how available or proposed school sites are allocated based on the annual review of the updated Facility Plans of the Board;
  - xi) develop a draft agenda for any meeting of the Council and the Board or the Governing Committee; and
  - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
  - e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
  - f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
  - g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governing Committee for resolution or direction as to how the matter should be resolved.
  - h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
  - i) 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.
  - j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

**10) JOINT USE SPACE**

- a) The Municipality shall make available, to the Board, those Municipal Facilities identified as Joint Use Space in Schedule "A". 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 Board shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" respectively. The Board 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 Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "C" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to the Board, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of the Board may, upon six (6) months written notice to the Municipality, add to or remove from the list of Joint Use Space provided by the Board, all or any portion of one or more of their Schools.
- f) 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.
- g) 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.
- h) 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 Superintendent and thereafter to the Board; and
  - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or the Board 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.

**11) OPERATING GUIDELINES FOR JOINT USE SPACE**

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "F".

**12) 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 which municipality to locate a new school in, 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 respective 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 "G". 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 of other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Boards 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.

### **13) 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.

**14) 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 financial or in kind 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.

**15) 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 a 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.

**16) 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 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 undeveloped Reserve Land, the Municipality shall take the Reserve Land as is, where is. 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) If the Municipality opts to acquire the Reserve Land and the land has Board facilities on it, 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 an agreed upon cost, to the Municipality.
- e) 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.



**17) 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 "F" for non-operational disputes.

**18) APPLICABLE LAWS**

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

**19) 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 subheadings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

**20) 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.

**21) 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.

**22) 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.

**23) 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.

**24) 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.

**25) 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, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. 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.

**26) 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.

**27) 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.

**28) 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.

**29) NOTICES**

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

The Chinook's Edge School Division  
4904 50 Street  
Innisfail, AB T4G1W4

The Town of Carstairs  
PO Box 370  
Carstairs, AB T0M 0N0

Email notification to the CAO or Superintendent 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 CARSTAIRS**

**PER:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**THE CHINOOK'S EDGE SCHOOL DIVISION**

**PER:** \_\_\_\_\_

**PER:** \_\_\_\_\_

**Schedule "A" – Municipal Facilities Available for Joint Use**

<b>Name of Facility</b>	<b>Legal Description of Parcel(s) Containing Facility</b>	<b>Description of Facility and Amenities</b>
Carstairs Memorial Arena	2100 Highway 581 Lot 8, Block 3 Plan 0012417	Ice arena, walking track, football field
Memorial Park	SE17-30-1-W5 in the Town of Carstairs	Sport fields, ball diamonds and pathways
Tiny LaFleur Park	NE8-30-1-W5 in the Town of Carstairs	Sport fields, ball diamonds and pathways

**Schedule "B" – School Board Facilities Available for Joint Use**

<b>Name of School</b>	<b>Legal Description of Parcel(s) Containing School</b>	<b>Description of Facility and Amenities</b>
Hugh Sutherland School	SW16-30-1-W5 in the Town of Carstairs	2 Gyms, playground and field
Carstairs Elementary School	Plan 0912895, Block 4, Lot 1MSR in the Town of Carstairs	Gym, playground, field

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.

**Schedule “C” – Joint Use Times**

<b>Facility Type</b>	<b>Available Times</b>
Hugh Sutherland School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Carstairs Elementary School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Municipal Facilities for School Use	Monday through Friday between 08:00 and 16:00
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00

School Buildings shall not be available on Statutory Holidays, School breaks (including the months of July and August), District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.

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

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Schools will be unavailable due to them becoming polling stations for provincial or federal elections.



**Schedule “D” – Operating Guidelines for Joint Use Space****User Group Eligibility**

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

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.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space
- 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, or Facility Scheduling Coordinator 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

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 Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

**Insurance Coverage**

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 \$2 Million.

**Booking Joint Use Space**

Booking the use of Joint Use Space within Schools by User Groups shall be made through the Facility Scheduling Coordinator for the School.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

**Cancellation of Bookings**

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

**Fees for Joint Use Space**

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:

- The use of specialized equipment
- Wear and tear on the facility and/or equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians,
- computer lab technicians necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space

A fee schedule will be updated annually by the Board for the use of space within schools.

**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.

**Custodial Responsibility and Building/Facility Maintenance Responsibility**

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

**Damages to Joint Use Space**

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.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

**Playing Fields and Playgrounds**

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 overseed taking the playfield off line for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the topsoil, 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 years.

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 respective 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.

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.

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.

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.

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.

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.

#### **Schedule “F” – 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 each Board.

For the Public Board the following guidelines apply:

<b>School Type</b>	<b>Grade Configuration</b>	<b>Design Capacity (Number of Students)</b>	<b>Land for School Portion</b>	<b>Land for Playing Fields</b>	<b>Total Land Needed</b>
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 the 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 stormwater 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 "G" – 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 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 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 shall select one name from the short list and advise the other Party of their selection within 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 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 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 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.

This Agreement made this 24 day of May 2011.

**BETWEEN:**

**THE BOARD OF TRUSTEES OF  
CHINOOK'S EDGE SCHOOL DIVISION NO. 73**  
(hereinafter called "CESD")

of the first part

-and-

**THE MUNICIPALITY OF CARSTAIRS**  
(hereinafter referred to as the "Municipality")

of the second part

**JOINT USE AGREEMENT**

**WHEREAS** CESD and the Municipality have agreed to permit the use of their respective schools located in the Municipality and facilities owned by the Municipality by students and members of the public in accordance with the terms of this Agreement, their respective policies regarding such use, and any user agreements required by either of them;

**NOW THEREFORE** the parties hereto agree as follows:

**I. DEFINITIONS**

- 1.1 The terms listed below shall be given the meaning described below, wherever they appear within the body of this Agreement, in a capitalized form, unless the context requires otherwise:
- (i) "School" means either of the two schools operated by CESD located within the Municipality more specifically described in Schedule "A" and "Schools" means both of them;
  - (ii) "Facility" means a facility owned by the Municipality that is used for recreational and community purposes more specifically described in Schedule "A" and "Facilities" means all of them;

**II. TERM**

- 2.1 This Agreement shall commence September 1, 2011 and shall continue in force for an initial period of five (5) years, unless terminated in accordance with the provisions set out in Article X regarding termination. In the event that neither of the parties has given notice of termination in accordance with Article X prior to the end of the initial term this Agreement shall automatically renew from year to year (September 1 to August 31) until either party terminates in accordance with Article X.

**III. JOINT USE COMMITTEE**

- 3.1 CESD and the Municipality shall each appoint three (3) persons to a committee to be known as the Carstairs Joint Use Committee (the Committee) which will make decisions respecting the joint use of the Schools and the Facilities by students and members of the public.
- 3.2 A quorum of the Committee shall be all members.
- 3.3 The Committee shall meet at least once a year or more often, as the members consider advisable.
- 3.4 Each member of the Committee will have one vote and each vote shall be by show of hands. In the case of a tie vote the question shall be considered not to have passed.
- 3.5 One member of the Committee shall act as a recording secretary to keep minutes of the decisions and discussions of the Committee and shall arrange circulation of such minutes to the other members of the Committee.

**IV. FUNCTIONS OF COMMITTEE**

- 4.1 Each of CESD and the Municipality have agreed to make their respective Schools and Facilities available to each other for use by students and members of the public, on a "no fee" or "preferred fee" basis as may be agreed, in order to maximize the recreational and community use of both Schools and the Facilities and that shall be the guiding principle for the Committee
- 4.2 The Committee will create a general schedule of use for each of the Schools and Facilities setting out the times that the School and the Facilities are available for use by members of the public and students, as the case may be.
- 4.3 In creating the schedule of use referred to above, the Committee shall give priority of use of each School to School functions on all instructional days of the School. During the hours of operation of the School, the Committee will, to the extent reasonably possible, give priority to use of the Facilities by students.

- 4.4 The School Principal, or designate shall act as the booking agent for all bookings of the School and the Director of Facilities of the Municipality shall act as the booking agent for all bookings of the Facilities.
- 4.5 The Committee will establish what fees, if any, each, of CESD and the Municipality may charge each other and other users of the Schools and the Facilities, as the case may be. In determining what fees, if any, should be charged, the Committee members will be free to consider all relevant information such as, but not limited to, any additional costs for caretaking or other operational cost that CESD will experience as a result of operation of either School to accommodate public use after normal School hours.

**V. CARETAKING / MAINTENANCE / SUPERVISION**

- 5.1 CESD and the Municipality shall each provide the caretaking services required at the School and the Facilities respectively. CESD and the Municipality shall respectively maintain the Schools and the Facilities, in a safe condition. In addition, each of CESD and the Municipality respectively will be responsible for maintaining the exterior areas, including grounds, sidewalks, and other paved areas around the Schools and the Facilities in a safe condition for vehicular and pedestrian traffic.
- 5.2 The School shall provide supervision of students while using the Facilities during School functions, but otherwise, the Municipality shall provide supervision of all persons using the Facilities.
- 5.3 Persons and groups using the Schools shall be responsible for supervision of themselves.

**VI. INSURANCE / INDEMNIFICATION**

- 6.1 CESD and the Municipality shall each maintain policies of general liability insurance in the amount normally maintained by that party protecting the other party as an additional insured from claims arising from use of the Schools by the public and use of the Facility by students during school functions and to the extent of their respective policies of insurance, each at all times shall indemnify and keep indemnified the other from and against all actions, proceedings, claims, costs, expenses and demands of any nature in consequence of loss or damage to property, bodily injury, or death sustained by a student while using the Facilities or members of the public while using the Schools.

**VII. PERSONAL PROPERTY / EQUIPMENT**

- 7.1 Neither CESD or the Municipality is responsible to compensate students or members of the public for loss or damage to their personal property and neither shall assume any responsibility for damage to, destruction of, or loss of a student's or member of the public's personal property where such property was damaged, destroyed or lost while situated upon property owned by CESD or the Municipality.
- 7.2 In the event that either the Municipality or CESD provides any equipment for use in conjunction with the use of the Schools or the Facilities the party providing that equipment



warrants that it is properly maintained but undertakes no liability for any use of the equipment or any instruction in its use.

- 7.3 As a condition of use by the public of either School, CESD may, in addition to any other requirements, require that a person assume responsibility for any damage to the School or the contents of the School, including but not limited to any athletic equipment.

#### **VIII. AMENDMENT**

- 8.1 This Agreement may be amended from time to time by the mutual consent of both parties in writing.

#### **IX. TERMINATION**

- 9.1 In addition to any other right of termination conferred elsewhere in this Agreement, this Agreement may be terminated by either party giving to the other party a notice of termination, on or before September 1<sup>st</sup> in one calendar year to be effective August 31 in the following calendar year. Such notice shall be delivered to the office of the other party prior to 4:00 p.m. on a day on which the office of the party for whom the notice is intended is open for business.

- 9.2 Upon such termination, each party shall immediately deliver up to the other party all material, documents, papers and any other property whatsoever belonging to that other party which may be in the party's possession or under its control.

#### **X. CANCELLATION OF PREVIOUS AGREEMENTS**

- 10.1 This Agreement cancels all previous agreements regarding joint use of the Schools and the Facilities.

#### **XI. REVIEW**

- 11.1 The parties to this Agreement will review the Agreement within sixty days of one party giving notice to the other party of its request to have the Agreement reviewed.

#### **XII. FORCE MAJEURE**

- 12.1 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, by-law, 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 workers; or (v) an act of God.

12.2 Neither party shall be liable to the other for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

12.3 In the event that either party is unable to substantially perform all its obligations under this Agreement due to force majeure, for a period of thirty (30) days, it may consider this Agreement frustrated, and may, notwithstanding any other provision herein, terminate this Agreement without any compensation, or other obligation of any kind, to the other party upon the giving of two (2) days notice of such termination.

**XIII. NOTICE**

13.1 Any notice to be given by one party to the other under this Agreement shall be in writing, addressed to the Associate Superintendent in the case of CESD and the Chief Administrative Officer in the case of the Municipality, and shall be delivered to the office of the party for whom it is intended (the receiving party) before 4:00 p.m. on a day on which the office of the receiving party is open for business (a business day). Any notice delivered after 4:00 p.m. shall be deemed to have been delivered on the next business day.

**XIV. ENUREMENT**


14.1 This Agreement shall endure to and be binding upon the successors of the parties.


**XV. POLICIES**

15.1 Each of CESD and the Municipality shall create policies not inconsistent with the intent and terms of this Agreement covering matters not referred to herein to further the implementation and operational efficacy of this Agreement and shall provide copies of such policies to the other party.

**IN WITNESS WHEREOF** this Agreement has been executed effective the date and year first written not withstanding the actual date or dates of execution.

**THE BOARD OF TRUSTEES OF  
CHINOOK'S EDGE SCHOOL DIVISION NO. 73**

Per:  (c/s)

Per: 

**MUNICIPALITY OF CARSTAIRS**

Per:  (c/s)

Per: 

**SCHEDULE "A"**

- 1. Schools**
  - a. Hugh Sutherland School and Sports Fields**
  - b. Carstairs Elementary School**
  
- 2. Facilities**
  - a. Carstairs Arena**
  - b. Ball Fields**
  - c. Tennis Courts**
  - d. Walking Paths**
  - e. Parks**
  - f. Community Engagement Site**
  - g. Gazebo**



**COPY**

**MEMORANDUM OF UNDERSTANDING**

**EFFECTIVE THE 15<sup>th</sup> DAY OF December, 2006**

**TO FACILITATE THE ALLOCATION OF RESERVE LANDS**

**BETWEEN:**

**THE BOARD OF TRUSTEES OF  
CHINOOK'S EDGE SCHOOL DIVISION NO. 73**  
(hereinafter called "the Board")

and

Town of Carstairs  
(hereinafter called "the Municipality")

**PURPOSE AND INTENT OF MEMORANDUM OF UNDERSTANDING:**

To provide better communication and direction for both school and municipal jurisdictions when planning school facilities.

To ensure the school needs of the broader community are effectively addressed when planning school facilities.

To ensure appropriate sites are available when building new schools.

**PRINCIPLES:**

**Legislative Framework:**

1. The Municipality has the responsibility to provide reserves for school purposes and the Board has the responsibility to build schools.
2. The Board and the Municipality must work within legislative frameworks.
3. It is recognized that there may be one or more school boards within a municipality just as there may be one or more municipalities within each school planning sector established by the Board in the geographic area under the jurisdiction of the Board.

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**Consultation:**

4. The Municipality and Board will meet/consult on a regular basis to identify and discuss long and short-term needs for both parties.
5. The Municipality will consult the Board and other affected municipalities in the preparation of statutory planning documents such as a Municipal Development Plan (MDP) or an Area Structure Plan (ASP), or preparation of other major planning initiatives such as a growth strategy, transportation study etc.
6. The Board when developing long range plans, such as three (3) and ten (10) year plans, will consult with the Municipality and other affected school boards.
7. School facilities may be located within one (1) municipal jurisdiction with school attendance drawn from two (2) or more municipal jurisdictions. The Board when planning these school facilities will consult to the extent it considers necessary with affected municipalities.

**School / Municipal Requirements:**

8. Schools are extremely significant to the community and priority in allocating reserves for construction of schools, school related facilities, and ancillary school recreational facilities is desirable, however, provision of reserves for the Board purposes must be balanced with the provision of reserves for open space and other recreation requirements within the community.
9. The Board requires suitably located, appropriately sized and serviced site(s) with safe and adequate access.
10. Planning and development within the Municipality requires flexibility in determining and addressing reserve requirements for both school and recreation purposes.
11. In response to local Municipal / Board planning needs, reserves may be dedicated in the form of either land or as cash-in-lieu of land.
12. The Municipality and the Board will seek opportunities, where possible, for the coordination / joint use of reserves for both recreation and school purposes. Other opportunities may include private / public partnerships.

**Guidelines**

Planning and development of school sites and school acquisitions shall be based on the Guidelines set out herein.

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**Administration of Memorandum of Understanding**

Amendments to this Memorandum may be made only by the mutual consent of the parties.

This Memorandum may be terminated by either of the parties on six (6) months' prior written notice given by delivery to the central or main office of the party.

**OPERATING GUIDELINES****IDENTIFYING FUTURE SCHOOL SITES**

- 1) Future school sites should be identified through statutory plans adopted by the Municipality in which the school site is to be located. The Municipal Development Plan or an area structure plan or both are the preferred planning tools to be used.
- 2) School sites shown in statutory plans should illustrate the general location, size and configuration of site, and relation of the site to major roads providing access to the site.
- 3) School sites will be designated taking into account the following:
  - a) Adequate size to meet the initial and future expansion needs of the type and size of school being planned (refer to Site Size Specifications set out in Schedule "A");
  - b) Generally rectangular proportions with an approximate width to length ratio of 3:5;
  - c) Geo-technical and topographic conditions suitable for the construction of a large building;
  - d) Access to a collector road or equivalent road capable of accommodating school bus traffic and private automobile traffic;
  - e) Access to a pedestrian network; and
  - f) Ability to provide for sewage disposal, water, and storm drainage services and three phase power.
- 4) It is acknowledged that statutory plans may change from time to time however there shall be no changes to the proposed school sites or affecting the proposed school sites without consultation with the Board.

**DEDICATION AND ACQUISITION OF FUTURE SCHOOL SITES**

- 5) Subject to Clause 10 of this section, in urban municipalities, school sites will be provided through the dedication of land as reserve and in rural municipalities reserves for use by the school authorities may take the form of land or cash-in-lieu.



- 6) Except as herein provided, when reserve lands are required to be dedicated as a result of subdivision of lands within the corporate boundaries of the Municipality, the title to such reserve lands shall be vested in the Municipality as municipal reserves.
- 7) If a statutory plan contains a potential school site, the Municipality shall attempt to acquire the school site through reserve dedication in accordance with the Municipal Government Act failing which the Municipality and Board will work cooperatively to acquire the site.
- 8) The title to the lands designated for proposed school sites will be transferred to the Board without cost as recognition of need is declared and funds are approved by the Alberta Government for the construction of a school building on a particular site.
- 9) When the Board requests title to the lands for school purposes, the Municipality shall pay all costs for the preparation of the transfer documents and the Board shall be responsible for all costs incurred in registering such transfer documents.
- 10) All school sites, except high school sites, will be provided from the 10% Municipal Reserve Dedication required pursuant to the Municipal Government Act, and shall be serviced with power, storm sewer, municipal or private water and sanitary sewer, and with all other Municipally provided local improvements and services, constructed adjacent to the property line subject always to the capability of the Municipality to provide such services and utilities and having regard to the logical progression and the development of the Municipality's service pattern.
- 11) Off-site levies will not be charged to the Board.
- 12) With respect to the development of high school sites, which may exceed the 10% reserve dedication, the acquisition of land for high schools and servicing of the site will be negotiated as a separate agreement between the Board and the Municipality.
- 13) Except as herein provided, when money is taken in lieu of reserve lands as a result of subdivision of lands within the corporate boundaries of the Municipality, the said money shall accrue to the Municipality, be held in reserve, and be expended in accordance with the provisions of the Municipal Government Act.
- 14) Should it be necessary to acquire an identified future school site in advance of the subdivision of the lands containing the future site the Municipality will assist the Board in negotiating pre-dedication of the site with the affected landowner(s) or otherwise, the Municipality and the Board will work cooperatively to acquire the site.



**COMMUNICATION AND CONSULTATION**

- 15)The Municipality shall refer new statutory plans and amendments to existing plans to the Board for comments.
- 16)Senior administration of the Municipality and the Board should meet at least annually to discuss school planning and development related issues.
- 17)The Municipality and the Board may strike ad hoc joint planning committees made up of representatives of the parties.
- 18)Site signage will be subject to discussion between the Municipality and the Board.

**DISPOSAL AND USE OF SURPLUS SCHOOL SITES**

- 19)Lands reserved hereunder for school sites, which are undeveloped and are not required for school purposes, will be retained by the Municipality for recreation and park use, subject to the provisions of the Municipal Government Act.
- 20)Unless otherwise prescribed by a separate site specific acquisition agreement, when a school site that was transferred by the municipality to the Board or which is transferred to the Board after the date of this agreement, is no longer required by the Board for school purposes, the Municipality shall be so notified in writing and shall have, for a period of six (6) months after receipt of such notification, first right of refusal to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
  - a) the lands excluding improvements at a value of one (\$1.00) dollar, and
  - b) subject to the regulations and constraints established by the Alberta Government in connection with the disposal of school buildings, the value of all school buildings and related improvements situate upon the site as determined by an independent qualified appraiser selected by mutual agreement by the Municipality and the Board.
- 21)The purchase price will be paid in cash on conveyance of title following exercise of the first right to purchase.
- 22)After transfer of title, the school site and all improvements thereon will be retained by the Municipality for recreation and park use and as municipal reserve, subject to any other disposition pursuant to the provisions of the Municipal Government Act.
- 23)If the Municipality declines to purchase the site, the Municipality will work with the Board in carrying out the procedures related to disposition of municipal reserve land. Such procedures shall include a public participation process, agreement on the proposed land use, and the disposal of municipal reserve in accordance with the Municipal Government Act. The sale of the site and buildings shall be done under

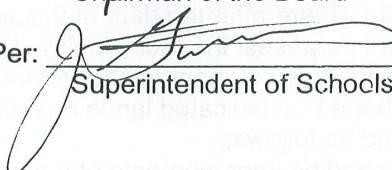
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the auspices of both the Municipality and the Board. The sale price shall be based on an independent appraisal with land value being credited to the Municipality and building(s) and improvements value accruing to the Board.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Understanding the day and year first set out above.

**THE BOARD OF TRUSTEES OF CHINOOK'S  
EDGE SCHOOL DIVISION NO. 73  
4904 – 50 Street, Innisfail, Alberta T4G 1W4**

Per:   
Chairman of the Board

Per:  (c/s)  
Superintendent of Schools

**THE MUNICIPALITY**

Per:  (c/s)

Per: 

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Box 926, Carstairs TOM ONO

Carstairs Town Council

Carstairs, AB TOM ONO

May 5, 2022

Dear Council Members,

The Year of the Garden 2022 is the Centennial Celebration of Canada's horticulture sector marked with the 100<sup>th</sup> Anniversary of the Canadian Nursery Landscape Association. It is an opportunity to commemorate and celebrate Canada's rich garden heritage.

The Carstairs and District Agricultural Society and the members of the Carstairs Nature Space Committee invite you to review the Year of the Garden invitation to municipalities to proclaim 2022 The Year of the Garden in Carstairs.

The invitation and a proclamation template are attached to this letter.

The proclamation includes that the Town of Carstairs will name two municipal initiatives that support the development of its garden culture. We ask that you consider that one of these initiatives be to add the development of edible garden boxes at the Carstairs Nature Space. We have a volunteer group ready to build, plant and maintain two Edible Celebration Gardens, and ask that the Town of Carstairs consider the donation of the materials required for two raised garden boxes. The finished cost of each garden box would be \$500.00.

The Nature Space Committee will work to gather volunteers and funds to create additional Celebration Gardens this year. We can promote our Celebration Gardens through the Year of the Garden website and social media. There are many opportunities through this program to have a positive impact on our community and to highlight our beautiful garden spaces.

Sincerely,

Kelly Casebeer

Carstairs and District Agricultural Society



**Presented on Municipal letterhead**

## **Year of the Garden 2022 PROCLAMATION**

- WHEREAS** Communities in Bloom and “Fleurons du Québec” in collaboration with the Canadian Garden Council, invite all municipalities to celebrate the ***Year of the Garden 2022***;
- WHEREAS** the ***Year of the Garden 2022*** celebrates the Centennial of Canada’s horticulture sector;
- WHEREAS** gardens and gardening contribute to the quality of life of our municipality, our climate action goals and create safe and healthy places where people can come together in the spirit of inclusivity and reconciliation:
- WHEREAS** the ***Year of the Garden 2022*** will highlight and celebrate the important contribution of gardeners, our local gardening organizations, horticultural professionals and local horticultural businesses which contribute to garden culture and experience of our municipality;
- WHEREAS** gardens and gardening have helped us face the challenges of the COVID pandemic;

### **NOW THEREFORE BE IT RESOLVED**

- THAT** (add name of municipality) **HEREBY PROCLAIMS 2022 as the *Year of the Garden*** in celebration of the contribution of gardens and gardening to the development of our country, our municipality and the lives of our citizens in terms of health, quality of life and environmental challenges; and
- THAT** the **Saturday before Father’s Day, National Garden Day**, June 18 in 2022, be recognize as **Garden Day in** (add name of municipality) as a legacy of Canada’s ***Year of the Garden 2022***; and
- THAT** (insert name of Municipality) is committed to be a **Garden Friendly City** supporting the development of its garden culture and is proud to have:
- (name at least two city initiatives that support the garden culture of your city and the spirit of the Year of the Garden 2022); and*
- THAT** all municipalities across Canada **BE INVITED** to proclaim 2022 to be the ***Year of the Garden*** in their respective municipalities, and that a copy of this resolution be provided to the FCM, and for that purpose.

DATED AT CITY HALL, (the xx day of (add month), 2021 or 2022

\_\_\_\_\_  
(insert Mayor’s name), Mayor





## **Invitation to Municipalities**

### **What is The Year of the Garden 2022?**

The **Year of the Garden 2022** is the **Centennial Celebration of Canada's horticulture sector** marked with the 100<sup>th</sup> Anniversary of the Canadian Nursery Landscape Association. From January 1 to December 31, 2022, we will commemorate and celebrate Canada's rich garden heritage, celebrate today's vibrant garden culture, and create legacies for a sustainable future.

Planning is underway for a year of exciting activities, celebrations, special events and promotions that will take place in communities, schools, businesses, public gardens, and backyard gardens in all parts of Canada.

### **Join the Celebration and Proclaim 2022 as the Year of the Garden in Your Municipality**

Join **Canada's Garden-Family** – thousands of plant growers, product manufacturers, retailers, landscape service providers, public gardens and garden experience providers, garden clubs and societies, and affiliated businesses – which will be sharing their knowledge and offering events to help Canadians **Live the Garden Life**.

The **Year of the Garden 2022** is a unique opportunity for your municipality to highlight and have a positive impact on priorities, such as:

- Post COVID Recovery
- Quality of Life
- Healthy Citizens
- Environmental Climate Action
- Economic Growth
- Enhance Cultural Vibrancy
- Reconciliation and Inclusivity
- Garden Tourism Destination positioning

The **Year of the Garden 2022 campaign** will reach and inspire the public to learn about the connections gardens and gardening have with many important community quality of life benefits including:

**Environmental Benefits**

- Integration of more plants into city life: tree canopy, community gardens, public parks, green roofs, green infrastructure
- More plants and more gardens produce more oxygen, sequester more carbon, mitigate heat island effect in urban areas
- Engaging Canadians in the Federal government's commitment to plant 2 billion trees, and commitment to fight Climate Change
- Contribute to attaining sustainable development goals

**Economic Benefits**

- Gardens and gardening generate economic activity for the garden family sector of your municipality
- Impact of public garden visitation, a demonstrated major tourism draw
- Generate economic development, attracting residents, businesses, and visitors in communities across the country
- Enhancing quality of life favours economic stability for your municipality and its residents

**Health and Wellness Benefits**

- The relation between improved health and gardening is well documented
- Active living for all ages
- Contribute to healthier citizens and reduced health costs
- Engage your with Canada's healthy eating strategy

**Cultural Benefits**

- Better understanding of the role gardens and gardening play in the development of communities and our country
- contribute to the reconciliation with our First Nations who live in harmony with nature and plants
- Contribute to Canada's inclusivity agenda since "in the garden there are no differences", just plants, and people of all ages and cultures who love them and care for them
- support the integration of a garden culture in schools and community gardens

## **Our Invitation to All Municipalities:**

Communities in Bloom and the Canadian Garden Council **invite municipalities to proclaim 2022 the Year of the Garden** for their citizens to **acknowledge all the benefits that Gardens and Gardening provide.**

By joining Canada's celebration of the **Year of the Garden 2022** you will demonstrate leadership and inspire and engage your citizens using evidence-based information and actions to contribute to the sustainability of your municipality.

### **Our Proposal:**

- **Proclamation of 2022 as the Year of the Garden** in your municipality (see attached Proclamation Template)
- **Commitment to be a Garden Friendly City**
- **Recognize National Garden Day** in your municipality, Saturday before Fathers Day

Should you have any question, please do not hesitate to contact us. Should you move forward with a proclamation, please send us copy of your proclamation.

Contact: [info@gardencouncil.ca](mailto:info@gardencouncil.ca)

<https://www.communitiesinbloom.ca/>

<https://gardenscanada.ca/year-of-the-garden/>



Dear Mayor Colby

**Re: Program Announcement – 2022 Communities in Bloom (CiB) Participation**

Registration for Communities in Bloom Alberta 2022 is underway. We invite your community to join us! The theme of this year's program is Year of the Garden.

In its 15th year, the CiB Alberta program continues to enhance quality of life, support community improvement projects and recognizes dedicated volunteers across Alberta. CiB Alberta is a fantastic program to support the economic and human recovery of your citizens and communities.

Registered Alberta communities can participate in various categories including an evaluation process to receive constructive feedback and suggestions in the areas of Tidiness, Environmental Action, Urban Forestry, Heritage Conservation, Landscaped areas and Floral Displays. We welcome your participation in this initiative.

To discover more about Communities in Bloom, enjoy this video:

<https://www.youtube.com/watch?v=WlivKHB7EYw>

To register for Communities in Bloom Alberta, find more information here:

<https://arpaonline.ca/program/cib/participate/>

The Canadian Garden Council invite municipalities to proclaim 2022 as the Year of the Garden for their citizens to acknowledge all the benefits that Gardens and Gardening provide.

By joining Canada's celebration of the Year of the Garden 2022 municipalities will demonstrate leadership and inspire and engage citizens using evidence-based information and actions to contribute to the sustainability of Canadian municipalities.

For more information about the Year of the Garden 2022, follow this link:

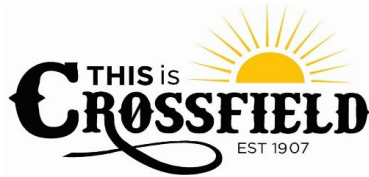
<https://livethegardenlife.gardenscanada.ca/>

For more information on CiB Alberta do not hesitate to contact CiB Provincial Coordinator, Karen Snethun at [ksnethun@arpaonline.ca](mailto:ksnethun@arpaonline.ca)

Sincerely,



**Steve Allan**  
Executive Director  
Alberta Recreation and Parks Association  
Pronouns: He/Him  
(780) 415-1745 ex. 102  
[sallan@arpaonline.ca](mailto:sallan@arpaonline.ca)  
[www.arpaonline.ca](http://www.arpaonline.ca)



**MUTUAL AID AGREEMENT for FIRE SERVICES**

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of June, 2022,

**BETWEEN:**

**THE TOWN OF CARSTAIRS**

and

**THE TOWN OF CROSSFIELD**

(HEREINAFTER COLLECTIVELY REFERRED TO AS  
"Municipalities")

**WHEREAS**, each of the Municipalities hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and

**WHEREAS**, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

**WHEREAS**, in the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this agreement to provide fire suppression, emergency medical service, equipment and personnel, hazardous materials control, and/or other emergency support; and

**WHEREAS**, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this agreement in the event of such a major fire, disaster, or other emergency; and

**WHEREAS**, the facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

**WHEREAS**, each of the parties to this agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore,

**IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1:** PURPOSE

- 1.1 The stated purpose of this Mutual Aid Agreement is to provide mutual assistance to the parties for control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire disaster or other emergency.

**SECTION 2:** REQUEST FOR ASSISTANCE

- 2.1 The Fire Chief or authorized designate of the requesting party (also known as the Requesting Party) at the scene of an incident or emergency and within its geographic boundaries, or in situations where the agency is engaged in an area in which it has a pre-established mutual aid agreement, is hereby authorized to request assistance from another party to this agreement.

**SECTION 3:** RESPONSE TO REQUEST

- 3.1 Upon receipt of a request as provided for in section 2.1 of this agreement the Fire Chief or designate of the party receiving the request (also known as the Responding Party) shall immediately take the following actions:
- (a) Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
  - (b) Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
  - (c) In the event the requested equipment and/or personnel are available, then the Responding Party's Fire Chief or designate shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - (d) In the event the requested equipment and/or personnel are not available, then the Fire Chief shall immediately advise the Requesting Party of such fact.

**SECTION 4:** COMMAND RESPONSIBILITY AT EMERGENCY SCENE

- 4.1 The Fire Chief or designate of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Fire Chief or designate specifically requests a senior officer of the Responding Party to assume command, then the Fire Chief or designate shall not, by relinquishing command, be relieved of responsibility for the operation.

**SECTION 5:** LIABILITY

- 5.1 The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities, which arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other party hereto harmless there from as to action relating to performance under this agreement.

**SECTION 6:** POST RESPONSE RESPONSIBILITY

- 6.1 Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

**SECTION 7:** COMPENSATION

- 7.1 Unless otherwise billable, each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party.

**SECTION 8:** INSURANCE

- 8.1 Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

**SECTION 9:** PRE-INCIDENT PLANNING

- 9.1 The Fire Chiefs or designates of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

**SECTION 10:** TRAINING

- 10.1 The Municipalities agree to share equipment and training material that are deemed mutually beneficial. Costs associated with training will be the responsibility of the appropriate party.

**SECTION 11:** TERMINATION

- 11.1 This agreement shall remain in full force and effect until May 31, 2032 unless sooner terminated as follows;
- (a) The Term of this Agreement may be extended by the written agreement of the parties.
  - (b) A party desiring to terminate this agreement shall serve written notice upon the other party of its intention to terminate this agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this agreement on the date specified therein unless rescinded



prior in writing.

**SECTION 12:** AGREEMENT NOT EXCLUSIVE

- 12.1 This agreement is not intended to be exclusive as between parties hereto. Any of the parties may, as that party deems necessary or expedient, enter into a separate mutual aid agreement or agreements with any other party or parties pursuant to the governing bylaw of each party. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the date as specified on page one (1) above.

**TOWN OF CROSSFIELD**

**TOWN OF CARSTAIRS**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**CAO**

\_\_\_\_\_  
**CAO**



# Appointing Councillors to the Municipal or Intermunicipal Library Board

## A Fact Sheet for Alberta Public Library Boards

Municipal councils select individuals from their communities to sit on the municipal or intermunicipal library board. These individuals are appointed to the library board to ensure comprehensive and efficient library services are provided to the community. Councils appoint individuals with unique skills and perspectives to create a competent, well-rounded library board.

### Councillor Appointments

Councils may appoint up to two councillors to a library board. It is not mandatory that council appoint any councillors to the library board. Councillors from neighbouring municipalities appointed to the board do not count against the two councillor limit. Only the municipal council that established the library board has the authority to appoint members.

Councillors, like any other board member, are appointed for a term not exceeding 3 years. If council wishes to have an individual on the board for longer than 3 terms, 2/3 of the majority of council must vote in favour of re-appointing that individual for another term. This 2/3 majority vote must occur every time the individual is re-appointed.

Councillors appointed to the library board have the same role and responsibilities as all other board members, and should not be referred to as "council representative" or similar. An individual on the library board who also happens to be a councillor does not automatically become the liaison to council. Typically, the library board chair is the individual delegated to communicate with council. Board members who are also councillors can vote, may be elected by their fellow board members to positions (such as chair, secretary, treasurer, etc.), and are ultimately jointly responsible for managing the affairs of the library board.

### Board Member Responsibilities

Municipal councils appoint *individuals* to library boards, not representatives or positions. There is no seat on a municipal or intermunicipal library board reserved for council. All board members are responsible to act in the best interest of the library and the community it serves, regardless of any other roles or positions they may hold. They should not act as a representative of the municipality or any other group or organization. Board members may bring skills and knowledge from these other roles, but represent only themselves and their own views when it comes time to vote or make decisions. Councils may not appoint alternates to these library boards because an alternate cannot represent the views of another individual.

The library board is an autonomous corporation. It is a separate body from the municipality, and has full management and control of library services in the community. When a councillor is appointed to the library board, they are appointed as an individual. Thus, should they cease to be on council, it is important to note that they remain appointed to the library board until their term expires or they are unappointed by council. Should a board member miss three consecutive library board meetings without approval by motion of the rest of the board, said board member will automatically be removed from the library board.

### Support and Resources

If you have any questions, please contact the Public Library Services Branch by phone at 780-427-4871 (toll free by dialing 310-0000 first), or by email at [libraries@gov.ab.ca](mailto:libraries@gov.ab.ca). Information is also available on the PLSB website at [www.albertalibraries.ca](http://www.albertalibraries.ca).

## Appointments to the Municipal Library Board

### A Fact Sheet for Alberta Public Library Boards and Councils

Municipal councils select individuals from their communities to sit on a library board. These individuals are appointed to the library board to ensure comprehensive and efficient library services are provided to the community. Councils appoint individuals with unique skills and perspectives to create a competent, well-rounded library board.

#### Appointment Basics

##### Board Members

As per the *Libraries Act*, council may appoint between 5 and 10 board members to a municipal library board. Of these appointees, no more than two may be municipal councillors (for more information about appointing councillors to a municipal library board, see Public Library Services Branch (PLSB)'s *Appointing Councillors to the Municipal or Intermunicipal Library Board* fact sheet).

Only the council of the municipality that established the library board has the authority to appoint members. The council of a neighbouring municipality cannot appoint board members to a board that they did not have a role in establishing. When making an appointment, council should include the name of the individual(s) being appointed and their term length in the motion.

##### Term Limits

Library board members are appointed for a term not exceeding 3 years. A board member cannot automatically serve more than 3 consecutive terms. If council wishes to have an individual on the municipal board for longer than 3 terms, 2/3 of the majority of council must vote in favour of re-appointing that individual for another term. This 2/3 majority vote must occur every time the individual is re-appointed. If a former board member who has not served on the board for a period of time seeks to be appointed to the board again, council may appoint this individual for a brand new term, regardless of whether they served 3 terms during their previous time on the board.

##### Selecting Board Members

Council has the prerogative to decide who is appointed to the municipal library board; however, it is good practice for council to involve the library board with recruitment and selection of board members. The board can suggest what skillsets would be beneficial to the board, assist with any interview processes, and put forward names to council. It is then council's decision whether or not to appoint the suggested individuals. Council does not simply approve the names put forward – they must *appoint* each individual. Please note that library staff, as employees of the board, cannot be board members. Staff can attend board meetings in a supporting capacity if the board desires.

Councils are only responsible for appointing individuals, and may not appoint officer positions. The election of officers is a process that happens at the board table amongst board members.

It is recommended that council not add details surrounding appointments within the municipal establishment bylaw. This can lead to inflexibility and redundancy (or contradiction) with clauses stated within provincial legislation. The establishment bylaw simply creates the municipal library board.

##### Board Turnover

Once a board member's term expires, council has two options – appoint the individual again (ensuring 2/3 of council has approved the resolution if beyond 3 consecutive terms), or opt not to reappoint. In the latter case, council must appoint another individual to the board as soon as reasonably possible, particularly if board membership drops below the minimum of 5 members.

A board member is not permitted to serve more than three terms (unless approved by 2/3 of council) to allow for turnover of library board membership and allow new individuals to be appointed and share their perspectives. The library board belongs to the whole community – not simply a select few individuals. Other community members should have the opportunity to have a voice at the table should they wish to. Councils in smaller communities may assert that it is

a struggle to find new individuals to appoint to the library board, citing a lack of willing volunteers from the community to sit on the board. It is worthy of note that there is no residency requirement for library board members. Board members need not live in the same municipality as the council that created the board. In fact, it can be beneficial to appoint individuals living outside of the municipality to garner perspective from surrounding municipalities, whose community members may utilize those library services.

### **Municipal vs. System Appointments**

Note that appointing an individual to a municipal library board is not the same process as appointing an individual to a regional library system board. Municipalities that are members of a library system have the ability to appoint an individual to the system board to represent their municipality (for more information about system board appointments, see PLSB's *Appointments to the Library System Board* information sheet). This individual can serve on both the local and the regional system boards should council desire, but each appointment must be made separately.

### **The Importance of Ensuring ALL Board Members are Appointed**

Having individuals on the library board that are not appointed by council not only poses a significant legal risk to the board and library, but to the individual who is not appointed. Decisions and motions made at board meetings, if challenged, would not be likely to hold up in a court of law. Minutes signed by a board member who is not legally appointed would technically not be approved from a legal standpoint. While it is important that board members are appointed when first selected for the board, it is also important that council track when board member terms are expiring to ensure members are appointed for another term (if being reappointed) before their current appointment expires. If a gap exists between appointments, any voting or motions made by that individual would not be legally valid. A Board Member Tracker Template is included with this information sheet.

### **Board Member Responsibilities**

Council appoints *individuals* to municipal library boards, not representatives or officer positions. There is no seat on a municipal library board reserved for council, and councillors do not have a designated role to fill on the library board. They should not act as a representative of the municipality or any other group or organization. Board members may bring skills and knowledge from these other roles, but represent only themselves and their own views when it comes time to vote or make decisions. Councils may not appoint alternates

to these library boards because an alternate cannot represent the views of another individual.

Once a library board is established, it is an autonomous corporation – a legal entity separate from the municipality that established it. It has full management and control of library services in the community. Board members have fiduciary duties to fulfill in their roles. This includes the duty of care – each board member must be knowledgeable about their role and carry out their duties with the degree of care and attention that can reasonably be expected of them – and the duty of loyalty – to act honestly and in the best interests of the board and library, regardless of other boards and committees that individual may sit on.

### **Support and Resources**

If you have any questions, please contact the Public Library Services Branch by phone at 780-427-4871 (toll free by dialing 310-0000 first), or by email at [libraries@gov.ab.ca](mailto:libraries@gov.ab.ca). Information is also available on the PLSB website at [www.albertalibraries.ca](http://www.albertalibraries.ca).

**<The (Name of Municipality) Library Board>**

**Requirements as per the *Libraries Act*, section 4:**

- Only the municipal council that established the library board has the authority to appoint board members
- Minimum of 5, maximum of 10 board members can be appointed to the municipal library board
- A maximum of 2 board members may also be councillors from the municipality that established the board
- A single term on the board cannot exceed 3 years
- After 3 consecutive terms, 2/3rds of council must approve the individual being reappointed for each consecutive term thereafter (e.g. for a fourth, fifth term)
- Alternates are not allowed

Name of board member	Date of initial appointment	Current term ends	Number of terms served	History (e.g. motion # or date of letter of appointment)
Bob Smith	October 15, 2014	October 15, 2019	2	Motion#12345s – appointed for a 2 year term  Motion#98765f – appointed for a 3 year term

**MINUTES OF THE STRATEGIC PLANNING & CORPORATE AFFAIRS COMMITTEE  
MONDAY, APRIL 25, 2022, 5:30PM  
CARSTAIRS MUNICIPAL OFFICE**

**IN ATTENDANCE:** Councilors Ball, Fricke, Roberts, CAO Rick Blair, and Executive Assistant Kayleigh Van Es

**ABSENT:** Mayor Colby

**CALL TO ORDER:** Councilor Roberts called the meeting of April 25, 2022 to order at 5:45 p.m.

**ADDED ITEMS:** Nil

**ADOPTION OF AGENDA:** Motion by Councilor Ball to adopt the agenda of April 25, 2022, as presented.

**CARRIED**

**ADOPTION OF MINUTES:** Motion by Councilor Fricke to adopt the minutes of February 28, 2022 as presented.

**CARRIED**

**UNFINISHED BUSINESS:** Nil

**DELEGATIONS:** Nil

**NEW BUSINESS:** Nil

**REPORTS: 1. Committee Plans and Reports**

a) 2021 Work Plan  
- No Changes

b) 2021 Internal Annual Report  
- No Changes

c) 2021 Committee Worksheet  
- No Changes

Councilor Fricke suggested the committee bring up a business license listing to the committee's next meeting.

Motion by Councilor Fricke to accept the Committee Plans and Reports as information.

**CARRIED**

**2. Financial Reports**

a) Summary Report (Ending March 31, 2022)  
- CAO Blair reviewed the Summary report.

b) Financial Report (Ending March 31, 2022)  
- CAO Blair reviewed the Financial report.

c) Revenue and Expense Report (Ending March 31, 2022)  
- CAO Blair reviewed the Revenue and Expense report.

d) Capital Projects Report (Ending March 31, 2022)  
- CAO Blair reviewed the Capital Projects report.

Motion by Councilor Ball to accept the Financial Reports as information.

**CARRIED**

### **3. Development Reports**

a) Building Permit Listing (Ending April 22, 2022)  
- CAO Blair reviewed the listing.

b) Compliance Listing (Ending April 11, 2022)  
- CAO Blair reviewed the listing.

Motion by Councilor Ball to accept the Development Reports as information.

**CARRIED**

### **4. Planning Reports:**

a) Subdivision  
- CAO Blair gave an oral report on Subdivision Planning.

b) Municipal Development Plan (MDP)  
- Nothing to report at this time.

c) Planning Procedures  
- Nothing to report at this time.

Motion by Councilor Ball to accept the Development Reports as information.

**CARRIED**

### **5. Carstairs Community Golf Club**

- CAO Blair updated the committee on the Carstairs Community Golf Club.

Motion by Councilor Fricke to accept Carstairs Community Golf Club report as information.

**CARRIED**

### **6. Plans and Studies**

a) Asset Plan  
- CAO Blair gave an updated oral report on the progress of the plan.

b) Recreation and Culture Master Plan  
- The committee discussed the Recreation master plan.

- Councilor Ball commented the plan did not have enough information on the wants and needs of the public.

- Councilor Fricke inquires on the process if we were to move forward with any regional projects.

- The committee agreed that the goal would be to focus on a local community recreation plan. Which is already in place.

Motion by Councilor Ball to accept Plan & Studies as information.

**CARRIED**

**7. Audits**

- Nothing to report at this time.

**8. Budget**

- Nothing to report at this time.

**CORRESPONDENCE:** Nil

**GENERAL DISCUSSION:** Nil

**NEXT MEETING:** Tuesday, May 24, 2022, at 5:30 p.m.

**ADJOURNMENT:** Motion by Councilor Ball to adjourn the meeting of April 25, 2022, at 6:40 p.m.

**CARRIED**

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**Councilor Roberts, Chair Person**

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**Rick Blair, CAO**

From: Seniors and Housing Information <Seniorsinformation@gov.ab.ca>

Sent: Wednesday, April 27, 2022 11:21 AM

Cc: Seniors and Housing Information <Seniorsinformation@gov.ab.ca>

Subject: Declare Seniors' Week – June 6-12, 2022

For more than 30 years, the Government of Alberta has celebrated the first week in June to honour and recognize seniors for their many contributions to our province. Seniors' Week 2022 is June 6 to 12 and will be kicked-off with a provincial launch event co-hosted by the Town of Taber on June 6. Seniors and Housing encourages communities, organizations, and all Albertans to take the opportunity to recognize and celebrate seniors throughout Seniors' Week.

The Honourable Josephine Pon, Minister of Seniors and Housing, encourages all municipalities, First Nations communities and Metis Settlements to officially declare Seniors' Week. Attached is a Community Declaration to show your community's support and to generate greater awareness of the importance of seniors in Alberta. Please notify the province of your declaration by June 2, 2022, so this information can be highlighted on the Seniors and Housing website. To register your declaration, please email [seniorsinformation@gov.ab.ca](mailto:seniorsinformation@gov.ab.ca).





# DECLARATION

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In honour of the past, present and future contributions of the seniors of this community and throughout Alberta, I hereby declare June 6 – 12, 2022 to be Seniors' Week in

**Town of Carstairs**

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Community

**Mayor**

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Official Title

Official Signature

A handwritten signature in black ink, appearing to be 'JP', written over a horizontal line.

The Honourable Josephine Pon, Minister of Seniors and Housing

**THANK  
YOU!**



Town of Carstairs,

Thank you for sponsoring this  
years' Kiwanis Music Festival.

It wouldn't have happened  
without you. I won an  
award for a contemporary  
piano solo and I'm so  
grateful that I got the  
opportunity to play.

Best regards,  
Charlotte Reed

**THANK  
YOU!**



Dear Town of Carstairs,

Thank you for donating money for  
Scholarships. It has been a  
great opportunity to play in person  
this year. I just have so much  
fun playing music. Music gives  
me an opportunity to share my  
love and fun of music. Thank  
you for donating.

Sincerely,

Emma 