



**REGULAR COUNCIL MEETING AGENDA
CARSTAIRS MUNICIPAL OFFICE
TUESDAY, MAY 24, 2022, 7:00 P.M.**

Page

1. CALL TO ORDER

2. ADDED ITEMS

3. ADOPTION OF AGENDA

- a) Adoption of agenda of May 24, 2022
Motion: To adopt the agenda of May 24, 2022

4. ADOPTION OF MINUTES

4 - 7

- a) Adoption of minutes of May 9, 2022 (addendum 4.a)
Motion: To adopt the minutes of May 9, 2022



5. BUSINESS ARISING FROM PREVIOUS MEETING

8 - 38

- a) CESD Joint Use Agreement (addendum 5.a)



6. DELEGATIONS

- a) Carstairs Heritage Festival-Pam Montgomery, Sharon Lampitt

7. BYLAWS AND POLICIES

39 - 41

- a) Policy No. 12-035-19 Internet Privacy Policy (addendum 7.a)



8. NEW BUSINESS

42 - 44

- a) Road Closure Permit



9. COMMITTEE REPORTS

45 - 47

- a) LEGISLATIVE & EMERGENCY SERVICES COMMITTEE
i) Minutes from the May 17, 2022 meeting (addendum 9.a.i)



- b) STRATEGIC PLANNING & CORPORATE AFFAIRS COMMITTEE
- c) EXTERNAL RELATIONS COMMITTEE
- d) POLICY & GOVERNANCE COMMITTEE
- i) Minutes from the May 10, 2022 meeting (addendum 9.d.i)



- 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

- a) Letter from the Town of Coaldale (addendum 11.a)



- b) Call to Action-National Police Federation (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, MAY 9, 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, and Executive Assistant Kayleigh Van Es

ABSENT: Nil

CALL TO ORDER: Mayor Colby called the meeting of May 9, 2022, to order at 7:00 p.m.

ADDED ITEMS: Nil

ADOPTION OF AGENDA:

Motion 255/22 Motion by Councilor Allan to adopt the Regular Council agenda of May 9, 2022, as presented. **CARRIED**

ADOPTION OF PREVIOUS MINUTES:

Motion 256/22 Motion by Councilor Fricke to adopt the Regular Council minutes of April 25, 2022, as presented. **CARRIED**

BUSINESS ARISING FROM PREVIOUS MEETING:

1. Joint Use and Planning Agreement – Chinooks Edge School Division.
- Mayor Colby spoke suggests that administration review the joint use portion of the agreement.

Councilor Fricke enquires about the termination clause, to which it was answered that it has been mandated by the government.

Motion 257/22 Motion by Councilor Ratz to direct administration to meet with the superintendent of Chinooks edge School Division to address Joint use clarifications, and bring the agreement to strategic planning committee for review. **CARRIED**

DELEGATIONS:

1. Randy Bryksa, Curtis Swanson, and Chris Baker – EMS presentations via Zoom
- Chris Baker presented a slideshow regarding EMS services, the challenges and solutions that have arisen. Stated if there are any concerns in the future to reach out to Chris Baker.

Councilor Allan – inquiries about an additional ambulance, along with additional service hours.

Councilor Ball – commented that a graph in the presentation did not include Carstairs.

Councilor Wilcox – inquires how long the Carstairs unit could possibly be away from its region if a call comes in while in patient transport.

Councilor Fricke – inquired about Fire Department responding to medical emergencies and the possible miscommunication between the two services.

Motion 258/22 Motion by Councilor Wilcox to accept the EMS presentation as information. **CARRIED**

2. Carstairs Agricultural Society – Communities in Bloom
- Kelly Casebeer Spoke to the letter of request for planter boxes to participate in Communities in bloom and to proclaim 2022 as the year of The Garden.

Councilor Fricke inquired if the utilization of the planter boxes be town residents or town volunteers.

Councilor Wilcox has heard of the Communities in bloom project and thinks it is a great idea. The more gardens the better.

Councilor Roberts asked if the project is a national occurrence.

Councilor Allan inquired if there are other donors interested in donating the funds for the planter boxes.

Motion 259/22

Motion by Councilor Fricke to proclaim 2022 as the year of the Garden in the Town of Carstairs.

CARRIED

BYLAWS & POLICIES:

Nil

NEW BUSINESS:

1. Mutual Aid Agreement – Crossfield and Carstairs
- CAO Blair spoke to the agreement, stating Crossfield already passed the agreement at their Council on May 3, 2022

Motion 260/22

Motion by Councilor Ball to accept the Mutual Aid Agreement with the Town of Crossfield as presented.

CARRIED

2. Richard Dais Scholarship Essay
- Council unanimously agreed upon the Richard Dias Scholarship Recipient.

Motion 261/22

Motion by Councilor Allan to approve Essay # 1 as the recipient of the 2022 Richard Dais Scholarship.

CARRIED

3. Citizenship Award
- Council unanimously agreed upon the Citizenship Award Recipients.

Motion 262/22

Motion by Councilor Wilcox to approve Essay # 1 and Essay #2 as the recipients of the 2022 Citizenship Awards.

CARRIED

4. Carstairs Public Library Board Appointment-Dwayne Fulton

Motion 263/22

Motion by Councilor Roberts to appoint Dwayne Fulton of Mountain View County to the Carstairs Public Library Board for a three-year term.

CARRIED

COMMITTEE REPORTS:

1. Legislative & Emergency Services Committee
- Nothing to report at this time. Next meeting is May 17, 2022.

2. Strategic Planning & Corporate Affairs Committee
- Nothing to report at this time. Next meeting is May 24, 2022.

3. External Relations Committee
- Nothing to report at this time. Next meeting is May 19, 2022.

4. Policy & Governance Committee
- Nothing to report at this time. Next meeting is May 10, 2022.

5. Mountain View Regional Waste Commission
- Councilor Wilcox gave an oral report of the meeting on 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
- Councilor Ratz gave an oral report of the meeting on May 5, 2022.
- Site tour occurring May 17-19 and May 24-26, 2022.
- Next Meeting June 9, 2022.

8. Municipal Area Partnership
- Nothing to report at this time. Next meeting is June 16, 2022.

9. Carstairs Community Development & Economic Partnership (CCD&EP)
- Nothing to report at this time. Next Meeting is to be scheduled later this month.

10. Central Alberta Economic Partnership (CAEP)
- AGM meeting on June 17 2022.

Motion 264/22 Motion by Councilor Allan to accept all Committee Reports as information.
CARRIED

COUNCILOR REPORTS: **Councilor Allan**
- Nothing to report at this time.

Councilor Ball
- Nothing to report at this time.

Councilor Fricke
- May 7, 2022 attended the Elks community garage sale.

Councilor Ratz
- May 3, 2022 attended Mountain View Seniors Housing CAO interviews.
- May 5, 2022 attended Heritage Festival Meeting.
- May 7, 2022 attended the Elks community garage sale.

Councilor Roberts
- May 6, 2022 helped plant 125 trees at the Carstairs Nature Space.
- May 7, 2022 attended the Elks community garage sale

Councilor Wilcox
- April 26, 2022 attended a Carstairs recreation planning meeting at the library.
- April 28, 2022 attended a substance abuse parent information night in Olds.
- May 2, 2022 attended Mountain View Waste commission meeting.
- May 7, 2022 attended the Elks community garage sale.

Mayor Colby
- April 27, 2022 attended Mountain View Water commission meeting.
- May 11, 2022 met with Melissa Copley in regards to Hugh Sutherland School.

Motion 265/22 Motion by Councilor Ratz to accept all Councilor Reports as information.
CARRIED

CORRESPONDENCE: **1. Seniors Week Proclamation-June 6-12, 2022**

Motion 266/22 Motion by Councilor Roberts to proclaim the week of June 6-12, 2022 as Seniors Week in Carstairs.
CARRIED

2. Letters of Thanks-Kiwanis Music Festival

Motion 267/22 Motion by Councilor Ball accept the letters of Thanks from Kiwanis Music Festival as information.
CARRIED

CAO’S REPORT: **1. First month as CAO**
- CAO Blair reports that it has been very busy with engineers and planners.
- The Golf course paving was cancelled again due to weather; possibility that it will be postponed until the fall.
- Campground is under maintenance in hopes to be ready for May long weekend.
- Attended the Regional CAO’s meeting.
- Conducted an Advertising/Communications meeting which resulted in the Town of Carstairs being available on Instagram.
- In the process with Emergency services to review safety policies at the larger facilities.
- New fire hall parking lot paving is dependent on weather. Once moved renovations at the Old Fire Hall can start.

Motion 268/22 Motion by Councilor Ball to accept CAO’s Report as information.
CARRIED

COUNCILOR CONCERNS:		1. Councilor Wilcox - stated that Jitterbug dance club had trouble accessing the Community hall during their rental time. Resulting in calls to Councilor Wilcox as well as Councilor Allan to get access as they were unable to get in contact with the Elks who run the rentals at the Community Hall.
Motion 269/22	Motion by Councilor Wilcox to accept Councilor Concerns as information.	CARRIED
PUBLIC QUESTION PERIOD:	Nil	
MEDIA QUESTION PERIOD:	Nil	
CLOSED MEETING SESSION:	<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 270/22	Motion by Councilor Roberts that Council closes the meeting to the Public at 8:10 p.m. to discuss closed meeting session items.	CARRIED
Motion 271/22	Motion by Councilor Wilcox to come out of the closed meeting session at 9:02 p.m.	CARRIED
NEXT MEETING:	Tuesday May 24, at 7:00 p.m.	
ADJOURNMENT:		
Motion 272/22	Motion by Councilor Allan to adjourn the meeting of May 9, 2022, at 9:03 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

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
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

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
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

Facility Type	Available Times
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:

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

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

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

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

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

Site Shape and Configuration

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

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

Frontage along a Public Street

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

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

Accessible to Several Modes of Travel

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

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



Town of Carstairs

Policy: Internet Privacy 12-035-XX

Date: XX-XXX-XXXX

Adopted by: Council

Policy Statement

The Town of Carstairs is committed to providing security standards to ensure that privacy and confidentiality of an individual's personal information is maintained.

Definitions:

- a. F.O.I.P. means the Freedom of Information and Protection of Privacy Act R.S.A. 2000 Ch. F-25.

Guidelines:

- ~~a. The Town of Carstairs automatically gathers and stores certain information about every user visit. This information does not identify the user personally nor does it track or record information about individuals and their visits. The Town of Carstairs uses this information to help use make our site more useful to visitors, to learn about the number of visitors to the website and they types of technology being utilize. Only the following information is collected and stored from a visit:~~
 - ~~a. The Internet domain and internet Protocol (IP) address from which the user access the Town's website.~~
 - ~~b. The type of browser and operating system used to access the Town's website.~~
 - ~~c. The date and time the user accesses the Town's site.~~
 - ~~d. The pages you visit on the Town's site.~~
- ~~b. The Town of Carstairs website may contain links to other sites. The Town is not responsible for the content and privacy practices of the other websites and encourages you to examine the privacy policy and disclaimer of each site in order to make a decision regarding the disclosure of your personal information on such site.~~
- ~~c. The Town of Carstairs uses electronic "cookies". A cookie is a small amount of data that is transferred to your browser by a web server.~~
 - ~~a. A cookie cannot be executed as code nor can it deliver viruses.~~
 - ~~b. A session ID, time and date, and other information may be placed in the cookie~~
 - ~~i. This information is used to provide the user with an enriched experience while using the Town of Carstairs website.~~
 - ~~c. Once the user leaves the website, the session is considered done and the cookie expires.~~
 - ~~i. The Town of Carstairs does not build profiles of users through the use of cookies and does not attempt to track individual users through the use of cookies~~
 - ~~d. In order for a cookie to be written to a computer, cookies must be enabled by your browser.~~
 - ~~e. Most browsers are initially set to accept cookies. Users can set their browser to notify when a cookie is received, giving the user the chance to decide whether to accept it. If the user chooses to refuse the cookie, the website may not behave as originally designed.~~
- ~~d. If a user chooses to provide the Town of Carstairs with personal information in an email or by filling out an electronic form and submitting it through the website, the~~

- ~~Town of Carstairs will use that information to respond to the message and to assist with providing the necessary information or service to the user.~~
- ~~e. Email messages are subject to F.O.I.P.—~~
- ~~a. The personal information shared or received are property of the Town and may be accessed by Directors or their designate without further consent of the author.~~
- ~~b. All email messages required to be retained by law will be printed and maintained through a records management process.~~
- ~~f. Security measures have been implemented in order that web services remain available to all users. The Town of Carstairs computer system employs software programs to monitor network traffic, to identify attempts to tamper with information, or to otherwise cause damage.~~
- ~~g. This policy is subject to change without notice.~~

End of Policy:
Carstairs/11/19

a. Collection of information

All information is collected in compliance with section 33 © of the *Freedom of information and Protection of Privacy (FOIP) Act*.

The Town of Carstairs web server automatically collects a limited amount of standard information essential to the operation and evaluation of the site. This information is not used to identify individuals who come to the site, nor is it disclosed to other public bodies of individuals.

The information that's collected identifies the following:

- The page from which you arrived
- The date and time of your page request
- The IP address your computer is using to receive information
- The type and version of your browser
- The name and size of the file you request

b. Personal Information

The only information that the Town of Carstairs may use to identify you is the information you give voluntarily. Any personal information given will only be disclosed to the authorized personnel who will use it to process and respond to your requests.

c. Cookies

The Town of Carstairs website uses cookies to collect anonymous statistical information such as browser type, screen size, traffic patterns and pages visited. This information helps us provide you with better service. We do not store personal information in cookies, or do we collect personal information from you without your knowledge, as you browse the site.

d. Security

Security measures have been implemented in order that web services remain available to all users. The Town of Carstairs computer system employs software programs to monitor network traffic, to identify attempts to tamper with information, or to otherwise cause damage.

- e. This policy is subject to change without notice.**

End of Policy:
Carstairs/XX/XX

Signatures

Policy No. 12-035-XX was adopted by Council on XX, XXX, 20XX

Mayor, Lance Colby

CAO, Rick Blair



Box 370
Carstairs, AB T0M 0N0
Phone: 403-337-3341
Fax: 403-337-3343
www.carstairs.ca

REQUEST FOR DECISION

Meeting Date:

Title:

Agenda: Council

Application & Issue History:

Proposal, Options, Benefits, & Disadvantages:

Operational Impact:

Budgetary Impact:

Recommendations:

Office Use Only

Motion:

Signature of Director: _____



TOWN OF CARSTAIRS

Box 370, 844 Center Street
Carstairs, AB. T0M 0N0
(403) 337-3341
Email: robm@carstairs.ca

TEMPORARY ROAD CLOSURE PERMIT

Applicant Name: Carstairs Chamber of Comm
(If organization, include name of designated officer)

Applicant Phone #: 403-512-8265 Applicant email: prescarstairschamber@gmail.com

Start Date: July 1, 2022 Time: 10:00 pm End Date: July 1, 2022 Time: 10:00 pm

Purpose of Road Closure:
Carstairs Canada Day Midnight Madness
Carstairs Canada Day Midnight Madness
Carstairs Canada Day Midnight Madness

Suggested route: (attach Traffic Accommodation Strategy (TAS) map with signage laid out)
Looking to have 10th blocked off from the doors of the CO-OP to Centre Street

Detour Route suggestion:

Are barricades required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is the street sweeper required?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Is traffic control required?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Will you be crossing a railway line?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

The Town of Carstairs will notify all Emergency Services

Application Date: May 17, 2022

Signature of Applicant: _____

Town of Carstairs Use Only	
Conditions:	_____
Authorities Notified:	RCMP <input type="checkbox"/> Fire Dept <input type="checkbox"/> EMS <input type="checkbox"/> Peace Officer / Bylaw Officer <input type="checkbox"/> Operations <input type="checkbox"/>
Approval Date:	_____
Name:	_____
Signature:	_____

May 2021

10/14/21, 11:45 AM

Google Earth



<https://earth.google.com/web/@51.56467673,-114.09871803,1060.16087505a,735.62506495d,35y,0h,0t,0r>

1/1

**MINUTES OF THE LEGISLATIVE & EMERGENCY SERVICES COMMITTEE
TUESDAY, MAY 17, 2022, 7:30 A.M.
CARSTAIRS MUNICIPAL OFFICE**

IN ATTENDANCE: Councilor Allan, Councilor Ball, Councilor Ratz, Fire Chief Jordan Schaffer, Director of Emergency Services Rob McKay, Director of Legislative & Corporate Services Shannon Allison, and Executive Assistant Kayleigh Van Es

ABSENT: Mayor Colby, CAO Rick Blair

CALL TO ORDER: Councilor Ball called the meeting of May 17, 2022 to order at 7: 30 a.m.

ADDED ITEMS: Nil

ADOPTION OF AGENDA: Motion by Councilor Allan to adopt the agenda of May 17, 2022 as presented.

CARRIED

ADOPTION OF MINUTES: Motion by Councilor Ratz to adopt the minutes of April 19, 2022 as presented.

CARRIED

UNFINISHED BUSINESS: Nil

DELEGATIONS:

1. Fire Hall Update - Jordan Schaffer

- J. Schaffer updated the committee on the progress of the new fire hall. Very happy with Eagle Builders and their quality work. Painting is complete, and concrete and paving weather permitting to be finished before June 16. Meeting with John from parks to go over landscaping plans today. Desks and chairs are on back order but hopes to have them by mid-June. J. Schaffer invites the committee and Council members to come for another tour once landscaping and furniture is completed.

Motion by Councilor Allan to accept new Fire hall renovation update as information.

CARRIED

2. Old Fire Hall Update - Rob McKay

- R. McKay updated the committee on the progress of the old fire hall renovations. Once the current Fire hall is empty they can proceed with renovations, hired Hawi Construction. The scope of work includes 4 new windows, new paint throughout as well as new flooring. Hopes to start the renovations at the beginning of June with the project taking approximately 3 weeks

Motion by Councilor Ratz to accept Old Fire hall renovation update as information.

CARRIED

NEW BUSINESS: Nil

REPORTS:

1. Financial Reports

S. Allison gave an overview of the Financial Reports up to April 30, 2022

- a. Summary Report
- b. Financial Report
- c. Revenue and Expense Report

d. Capital Report

Councilor Ratz commented on the price of fuel and natural gas effecting the budget numbers.

Councilor Ball commented in regards to the revenue received from Mountainview County. As well as asked about the Tax Installment program usage.

Motion by Councilor Ratz to accept all financial reports as information and circulate to Council.

CARRIED

2. Development Reports

S. Allison gave an update on the Development Reports.

a. Building Permit Listing

b. Compliance Listing

Motion by Councilor Allan to accept the Development reports as information.

CARRIED

3. City Wide Protective Services Monthly Reports

S. Allison provided an update on City Wide Reports.

a. Fire Reports

b. Bylaw Reports

c. Combined Reports

Motion by Councilor Ratz to accept the CityWide Protective Services Monthly Reports as information.

CARRIED

4. Quarterly Reports

a. Royal Canadian Mounted Police (R.C.M.P.)

- Nil

b. Citizens on Patrol (COP)

- Nil

5. Emergency Services

R. McKay spoke to the following reports:

a. CEMA report

b. Emergency Services Report

Motion by Councilor Allan to accept the Emergency Services reports as information.

CARRIED

6. Personnel Evaluations

Evaluations for Former CAO Carl McDonnell has been completed.

Legislative & Emergency Services Committee Meeting – May 17, 2022

Page 3 of 3

GENERAL DISCUSSION: Nil

NEXT MEETING: Next meeting will be June 21, 2022 at 7:30 a.m.

ADJOURNMENT: Motion by Councilor Ratz to adjourn the meeting of May 17, 2022, at 8:03 a.m.

CARRIED

Councilor Ball, Chairperson

Shannon Allison, Acting CAO

**MINUTES OF THE POLICY & GOVERNANCE COMMITTEE
TUESDAY, MAY 10, 2022, 7:30 A.M.
CARSTAIRS MUNICIPAL OFFICE**

- IN ATTENDANCE:** Councilors Fricke, Roberts, and Wilcox, Director of Planning & Development Kirk Williscroft, CAO Rick Blair, and Executive Assistant Kayleigh Van Es
- ABSENT:** Mayor Colby
- CALL TO ORDER:** Councilor Fricke called the meeting of May 10, 2022 to order at 7:32 a.m. **CARRIED**
- ADDED ITEMS:** Nil
- ADOPTION OF AGENDA:** Motion by Councilor Roberts to adopt the agenda of May 10, 2022 as presented. **CARRIED**
- ADOPTION OF MINUTES:** Motion by Councilor Wilcox to adopt the minutes of April 12, 2022 as presented. **CARRIED**
- UNFINISHED BUSINESS:** Nil
- DELEGATIONS:** Nil
- BYLAWS & POLICIES:**
- 1. Bylaw 1079 Dog Control Bylaw**
- CAO Blair spoke to the current Bylaw 1079 Dog Control.
- The committee reviewed Bylaw 1079 but no changes were suggested.
- 2. Policy No. 12-035-19 Internet Privacy Policy**
- CAO Blair spoke to the changes made to the Policy.
- Motion by Councilor Wilcox to amend the policy with the changes and present it to Council. **CARRIED**
- NEW BUSINESS:**
- 1. Tree and Shrub Planting Policy**
- CAO Blair spoke to the issues that have arisen regarding planting of trees and shrubs in the cemetery.
- The committee directed administration to present the committee with a new policy for review.
- 2. Dry Pond Policy**
- CAO Blair spoke to the need of a Dry Pond, storm pond policy.
- The committee directed administration to present the committee with a new policy for review.
- MONTHLY REPORTS:**
- 1. Committee Work Plan**
- Updated, no changes.
- 2. FCSS-Program Funding Summary**
- Updated, no changes.
- Motion by Councilor Roberts accept all Monthly reports as information. **CARRIED**

Policy & Governance Committee Meeting – May 10, 2022

Page 2 of 3

QUARTERLY REPORTS: **1. Agreement Listing**
 - June 2022

2. Policy Listing
 - June 2022

3. Bylaw Listing
 - June 2022

**QUARTERLY FACILITY
 REPORTS – CITY WIDE:** **1. Carstairs Memorial Arena**
 - June 2022

2. Carstairs Community Hall
 - June 2022

3. Parks and Naturalized Areas
 - June 2022

4. Carstairs Campground
 - June 2022

5. Carstairs Recreation Programs
 - June 2022

ANNUAL REPORTS: **1. Town of Carstairs Governance Policy**
 - October 2022

2. Town of Carstairs Corporate Governance Strategies
 - October 2022

3. FCSS Funding Applications
 - December 2022

CORRESPONDENCE: **1. Darrah Selanders-Land Use Document review**
 - Kirk Willisroft spoke to the Land Use Bylaw

The committee reviewed the Land use Bylaw. The Committee agreed the Bylaw is sufficient for the town of Carstairs and no changes were suggested.

Motion by Councilor Roberts to accept the Land Use bylaw as information.

CARRIED

GENERAL DISCUSSION: **1. Councilor Fricke - Energy limiter concern.**
 - Councilor Fricke had heard a concern from a contactor in Calgary that energy limiters are being required in a new building code.

- CAO Blair and Kirk Willisroft have not heard of any energy limiter, and it could be a mandate from the City of Calgary, but will ask ISL inspections.

2. Councilor Fricke – Communicating with other municipalities.
 - Councilor Fricke inquired about the process of reaching out to other municipalities of the happenings in our community.

Policy & Governance Committee Meeting – May 10, 2022

Page 3 of 3

NEXT MEETING: June 14, 2022, at 7:30 a.m.

ADJOURNMENT: Motion by Councilor Wilcox to adjourn the Policy & Governance Committee meeting of May 10, 2022, at 8:21 a.m.

CARRIED

Councilor Angie Fricke

Rick Blair, CAO



Office of the Mayor

1920 – 17th Street, Coaldale, AB, T1M 1M1
Telephone: 403-345-1306 Fax: 403-345-1311

May 9, 2022

Alberta Utilities Commission

106 Street Building
10th Floor, 10055 106
Street Edmonton,
Alberta T5J 2Y2

Dear Utilities Commission:

RE: Increasing Utility Fees

Please accept this correspondence as a letter of support in addition to the correspondence you have already received from the Town of Fox Creek, dated March 23, 2022.

The Town of Coaldale joins in the increasing concern across the province regarding the rising utility fees for both natural gas and electricity. This concern is being felt throughout the public and private spheres, and we urge the Commission to take serious note of the concerns herein.

Over the past two years, residents of both Coaldale and the province have felt the ever-increasing strain of the ongoing COVID-19 pandemic coupled with increasing job insecurity and the rapid inflation of food, fuel, and housing costs. The rising costs of utilities have placed an additional strain on residents' already thin bottom lines.

It is important to note that the rising costs are not just impacting residents, but non-profits, small businesses, and commercial industries. Many of the aforementioned are in jeopardy of closing or being forced to stop their services to our communities due to the increasing costs of utilities.

As representatives of our community, we also note that it is wholly unacceptable that the rising costs of utilities have led to increased private profits, as has been noted in the media lately. In our estimation, increased private profits seems to be a step too far given the undue hardship the public has faced these past two years and will likely continue to face unless the Commission takes swift action. As members of Council and representatives for our community's citizens, we believe now is not the time to be taking more money from the pockets of Albertans. Now is the time to be supporting Albertans when and where they need it most.

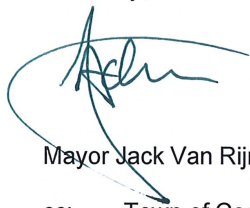
Email: mayor@coaldale.ca

Website: www.coaldale.ca

Alongside the Town of Fox Creek, the Town of Coaldale is urging the Commission to review the fees being charged on top of the actual usage fees while giving strict attention to the amount of profit corporations are making off of our residents and Albertans.

Your time and consideration for our residents, businesses, and non-profits is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jack Van Rijn', with a large, sweeping flourish extending from the end of the signature.

Mayor Jack Van Rijn

cc: Town of Coaldale Council
Mr. Grant Hunter, MLA
Alberta Municipalities
Town of Fox Creek

REMINDER: If you are interested in signing onto the Call to Action, please reply to this email and include your logo

Good afternoon,

I am writing to you today, with a proposal to join our Call to Action to the Government of Alberta to halt the idea of a new provincial police service and to invest the proposed new monies into underfunded critical services within Alberta. This injection of funding would have a larger and more immediate impact within our communities to improve community safety and the health and well-being of all Albertans.

As you are aware, the Government of Alberta is reviewing the possibility of transitioning away from the RCMP to a new Alberta Provincial Police Service (APPS). Last year, they released a Transition Study, which outlined potential exorbitant costs, including \$366 million in one-time transition costs over six-years and \$139 million in additional policing costs annually, increasing with inflation. With that said, over just a six-year period costs would total over \$1.2 billion.

Through polling that the NPF has conducted over the past year, it is clear that Albertans feel the same with. An overwhelming 84% of Albertans support retaining the RCMP and believe the Government of Alberta should instead focus on addressing the root causes of crime and improving social services.

As the Government of Alberta continues to consult and push the idea of a new and expensive police service forward, now is the time for all impacted stakeholders to come together to tell the government that the proposed money would be better invested into critical services to address under resourcing, staffing shortages, and the lack of social support programs.

Attached to this email is a draft of the Call to Action to the government for your review.

Our goal is to have stakeholders sign on and to release publicly in a joint effort.

If you are interested in signing onto the Call to Action, please reply to this email and include your logo for use which will be added to the Call to Action, as soon as possible.

If you have any questions, comments, or concerns, please don't hesitate to contact me.

Maryanne King

Policy Advisor | Conseiller Politique

National Police Federation | Fédération de la Police Nationale

(587) 672-0695

<https://npf-fpn.com>



**NATIONAL
POLICE
FEDERATION**

**FÉDÉRATION
DE LA POLICE
NATIONALE**

 @NPFFPN

 NPF_FPN

 nationalpolicefederation

 National Police Federation

April XX, 2022

Dear Premier,

We are committed to ensuring Albertans live in safe communities that support their health and well-being. Communities where people have reliable access to critical health, social, public safety, and educational services. Ultimately, Albertans living in a safe and healthy community communicate those needs to the Government of Alberta, who listen and respond.

The Government of Alberta has lost the trust of its constituents in its pursuit of an Alberta Provincial Police Service (APPS) by not undertaking fulsome, open, and transparent consultations with all those affected. Albertans have stated loud and clear that they do not want a costly new police service, with an overwhelming 84% of Albertans wanting to keep and improve the Alberta RCMP.

In addition, the Government of Alberta has not released a detailed funding model explaining who would be paying the costs of this proposed transition. The vague Transition Study noted initial transition costs of \$366 million over six years, and, at minimum, an additional \$139 million each year, increasing with inflation. Municipalities know that most of these costs will be downloaded directly to them, forcing them to significantly increase residents' and businesses' taxes.

Municipalities and engaged Albertans continue to call on the Government of Alberta to improve rural police response times and increase resources available to the justice system. The Province's \$2 million Transition Study did not highlight how a new APPS would address any of these issues.

We, the undersigned, call on the Government of Alberta to stop efforts and investment to advance the creation of an Alberta Provincial Police Service and instead invest in resources needed to:

- *Improve current policing services to reduce response times and address rural crime by increasing the number of RCMP officers within communities*
- *Improve social services to address the root causes of crime (health, mental health, social and economic supports)*
 - *Expand Police and Crisis Teams with police and Alberta Health Services*
 - *Work with communities to provide targeted social supports*
- *Increase resources within the justice system*
 - *Ensure timely trials by prioritizing violent over non-violent crimes*
 - *Hire more Crown prosecutors and appoint more Provincial Court Judges*