

Regular Meeting of the Village of Alix Council, to be held on
Wednesday, February 1, 2023 at 6:00 P.M.

AGENDA

1. Call to Order
2. Agenda: Amendments and Adoption
3. Adoption of the Minutes: a) Minutes of Regular Meeting – Wednesday, January 18, 2023 – 6:00 P.M.
4. Delegation: None
5. Bylaws: a) Bylaw 475/23 – Village of Alix Fire Bylaw – Request for Decision 23-08
6. Unfinished Business: None
7. New Business: a) Joint Use and Planning Agreement (JUPA) with Board of Trustees of Wolf Creek School Division – Request for Decision 23-07
8. Financial Reports: None
9. Committee Reports: a) Hwy 12/21 Regional Water Commission – November 2, 2022 – Councillor J. Besuijen
b) Hwy 12/21 Regional Water Commission – December 2, 2022 – Councillor J. Besuijen
c) Hwy 12/21 Regional Water Commission – January 6, 2023 – Councillor T. Besuijen
d) Red Deer River Municipal User Group Association – Councillor T. Besuijen
10. Administrative Reports: None
11. Correspondence and Information: a) Alix and Area Community Resource Centre – Quarterly Newsletter and 2022 Year in Review
b) Resident Request – 5328 – 47 Street
c) David James, Deputy Minister, Alberta Technology and Innovation – Digital Strategy
d) Parkland Community Planning Services – Operations Update
e) Town of Bon Accord – Ambulance Crisis
f) The National Police Federation’s Recommendations for a Safer Alberta – Budget 2023
g) Altalink – Central East Transfer-Out Transmission Project
12. Closed Meeting: None
13. Adjournment

Minutes of the Regular Meeting of the Village of Alix Council, held on Wednesday, January 18, 2023, at 6:00 P.M.

Present: Mayor Rob Fehr, Councillors Tim Besuijen, Janice Besuijen, Edwin Cole and Barbara Gilliat

Also Present: Michelle White, Chief Administrative Officer

Call to Order: Mayor Fehr called the meeting to order at 6:00 P.M.

Amendments/Deletions to Agenda: Mayor Fehr called for amendments to the agenda.

Approval of Agenda:

Resolution #012/23: Moved by Councillor Gilliat that the Village of Alix Council approve the agenda with the following amendment:

Add: New Business: b) 53rd Street Lift Station – Request for Decision 23-09

CARRIED

Minutes: a) Regular Meeting – January 4, 2023

Resolution #013/23: Moved by Councillor T. Besuijen that the minutes of the Regular Meeting of the Village of Alix Council held on Wednesday, January 4, 2023, be accepted as presented.

CARRIED

Delegation: a) Alberta Conservation Association – Presentation on Fish Stocking Activities in the Area and Possible Stocking of Alix Lake

Mr. Ken Kranrod, Ms. Diana Rung and presenting via Zoom, Mr. Scott Seward, Mr. Layne Seward and Mr. Jalen Hulit entered the meeting at 6:01 P.M.

The delegation retired from the meeting at 7:14 P.M.

Bylaws: a) Bylaw #476/23 – Road Closure Bylaw - Request for Decision 23-05

Resolution #014/23: Moved by Councillor Gilliat that the Village of Alix Council give first reading to Village of Alix Road Closure Bylaw 476/23, being a bylaw for the purpose of closing public travel and disposing of a portion of a public highway.

CARRIED

Resolution #015/23: Moved by Councillor T. Besuijen that the Village of Alix Council hereby sets the Public Hearing regarding Bylaw #476/23 on February 15, 2023 at 6:00 P.M. at the Village of Alix Municipal Office, located at 4849 50 Street, Alix, Alberta.

CARRIED

Unfinished Business: None

- New Business: a) Family and Community Support Services (FCSS) Funding Allocations – Request for Decision 23-06
- Resolution #016/23: Moved by Councillor Cole that the Village of Alix Council hereby grants Family and Community Support Services (FCSS) funding to the Alix Family and Community Services Society as follows:
- \$2,400.00 – Alix Inform Program
- \$4,000.00 – Moms and Tots Program
- CARRIED
- Resolution #017/23: Moved by Councillor J. Besuijen that the Village of Alix Council hereby grants Family and Community Support Services (FCSS) funding to Alix Mirror Wellness Supports Society in the amount of \$23,196.00.
- CARRIED
- b) 53rd Street Lift Station – Request for Decision 23-09
- Resolution #018/23: Moved by Councillor Gilliat that the Village of Alix Council hereby moves 53rd Street Lift Station Construction Phase from the 2024 Budget Year to the 2023 Budget Year, and further that funding for this project shall be a combination of Municipal Sustainability Initiative Capital Funds and Sewer Reserves.
- CARRIED
- Financial Reports: a) Bank Reconciliation – December 31, 2022
- b) Accounts Payable Cheque Listing – December 19, 2022
- c) Tax Trial Balance – January 12, 2023
- Resolution #019/23: Moved by Councillor J. Besuijen that the Village of Alix Council hereby accept the Financial Reports as presented.
- CARRIED
- Committee Reports: None
- Administrative Reports: a) Chief Administrative Officer's Report
- Resolution #020/23: Moved by Councillor Gilliat that the Village of Alix Council hereby accept the Administrative Report as presented.
- CARRIED
- Correspondence and Information: a) Lacombe County – Community Peace Officer (CPO) Services – Quarterly Report 2022 prepared by Mark Sproule, Manager
- b) Fortis Alberta – Pilot Rate 62 Standalone Level 3 Electric Vehicle (EV) Chargers
- Resolution #021/23: Moved by Councillor Cole that Correspondence Items (a) and (b) be accepted as information.
- CARRIED

- Closed Meeting: a) FOIP Section 17 – Personal Privacy Re: Human Resources
- Resolution #022/23: Moved by Councillor Gilliat that the Village of Alix Council go into a Closed Meeting at 7:48 P.M. to discuss FOIP Section 17, Personal Privacy regarding Human Resources. **CARRIED**
- Resolution #023/23: Moved by Councillor Gilliat that the Village of Alix Council return to the Public Meeting at 8:05 P.M. **CARRIED**
- Adjournment:
- Resolution #024/23: Moved by Councillor J. Besuijen that this Regular Meeting of the Village of Alix Council be adjourned at 8:05 P.M. **CARRIED**

Mayor

Chief Administrative Officer

DRAFT

ADMINISTRATION REPORT



Date: January 12, 2023
Memo To: Village Council
From: Michelle White
Subject: Village of Alix Fire Bylaw

RFD 23-08

1. **PURPOSE** – To bring back proposed Village of Alix Fire Bylaw 475/23 for Council consideration.
2. **BACKGROUND** – First reading of the draft Bylaw was given at the January 4th Council meeting.
3. **OPTIONS** –
 1. To give Bylaw 475/23 second and third readings
 2. To send the bylaw back to administration for amendments
4. **DISCUSSION** – Since first reading I have worked with the County Fire Chief on amendments to the Fireworks section of the Bylaw, met with Lacombe County Director of Protective Services regarding alignment of the Village and County Fire Department Bylaws and met with the Alix Fire Chief to go over the proposed new Bylaw.
5. **FINANCIAL IMPLICATIONS** – The new Fire Bylaw has a section for fines or penalties in case someone contravenes the terms of the Bylaw. The old Bylaw did not have a defined penalty section.
6. **LEGAL** – Each year at the Organizational Meeting, Council has made a resolution to appoint the Alix Fire Chief. Under the MGA, in order to continue doing this Council would need to pass a bylaw making the Fire Chief a Designated Officer.

MGA s. "210(1) A council may

- (a) by bylaw establish one or more designated officer positions, give each of the positions a different title and specify which powers, duties and functions of a designated officer under this or any other enactment or bylaw are to be carried out by which positions, and
- (b) appoint individuals to the designated officer positions."

There is a requirement under the MGA that the annual financial compensation of all Designated Officers is disclosed in the audited Financial Statements of the Village.

Council should be aware of the potential liability that would come with making the Fire Chief a Designated Officer in this way. The ability to reappoint this position by resolution could set up a situation where, if a person were not reappointed, it could be considered a termination. Opens up Council to a possible liability.

In the Lacombe County Fire Service Policy Manual, under Policy 102.1 – Job Description: District Fire Chief it states "The District Chief is appointed by the municipality and the County Fire Chief through an application process and endorsed by department members with an annual vote of confidence if they so choose."

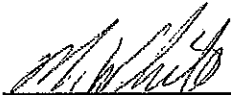
Council may choose to continue appointing the Fire Chief by resolution at annual Organizational meetings, in which case, a Designated Officer bylaw should be done. As an alternative, information from the Fire Department regarding who the department members have chosen for Chief could be included in an Administration report for a Council meeting agenda pack. The

item could either be accepted as information or direction could be given from Council that a meeting is required between the member of Council appointed to Alix Fire, the CAO and any other interested parties to discuss the matter further. This approach would limit red tape and reduce liability.

7. **POLITICAL/PUBLIC IMPLICATIONS** – Council has indicated that public education should be done regarding use of fireworks in the Village once this Bylaw is finalized. We may also include other information from the Bylaw, such as Permitted and Illegal fires.
8. **OTHER COMMENTS** – Sections 3.1, 4.2, 4.3 and 8.4 are new since the first draft was presented to Council. Section 5.9 was amended from 'require' to 'request' and a definition of Incident was added. Regional Fire Chief was changed to County Fire Chief and the Fireworks section was adjusted following consultation with the County Fire Chief.
9. **RECOMMENDATIONS** – Option #1 – I recommend the following resolutions:

"that the Village of Alix Council give second reading to Village of Alix Fire Bylaw 475/23"

"that the Village of Alix Council give third and final reading to Village of Alix Fire Bylaw 475/23"



Author

VILLAGE OF ALIX

BYLAW NO. 475/23

A BYLAW IN THE VILLAGE OF ALIX IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE ESTABLISHMENT AND OPERATION OF A FIRE DEPARTMENT AND TO PROVIDE FOR THE PROTECTION AND PRESERVATION OF LIFE AND PROPERTY WITHIN THE VILLAGE OF ALIX.

WHEREAS the Municipal Government Act provides that a Council of a municipality may pass bylaws for the safety, health and welfare of people and the protection of people and property, services provided by or on behalf of the municipality and the enforcement of bylaws;

AND WHEREAS the Municipal Government Act further provides that a municipality may pass bylaws to regulate or prohibit, impose a system of licenses, permits or approvals and to collect costs and expenses incurred by the municipality for extinguishing fires;

AND WHEREAS the Council of the Village of Alix recognizes that fireworks are explosive devices and the sale, possession and use of fireworks by Persons not properly trained and authorized creates an unacceptable risk to life, health, safety and property;

AND WHEREAS the Council of the Village of Alix has deemed it necessary for the safety and well-being of the community to regulate Fireworks within the boundaries of the Village;

AND WHEREAS the Council of the Village of Alix wishes to establish a fire protection and emergency response service within the Village and provide for the efficient operation of such a service;

NOW THEREFORE the Council of the Village of Alix, in the Province of Alberta, duly assembled, enacts as follows:

1: SHORT TITLE

1.1 This Bylaw may be cited as the "Village of Alix Fire Bylaw".

2: DEFINITIONS

2.1 "Apparatus" shall mean any vehicle provided with machinery, devices, equipment or materials used for the purpose of

- providing Fire Protection and Emergency Response Services, as well as vehicles used to transport firefighters or supplies;
- 2.2 "CAO" shall mean the Chief Administrative Officer of the Village of Alix, or his/her designate;
- 2.3 "Consumer Fireworks" mean fireworks which are designed for the recreational use and are classified as low-hazard fireworks within the Explosive Act but does not include sparklers;
- 2.4 "Council" shall mean the Council of the Village of Alix;
- 2.26 "County Fire Chief" shall mean that person appointed by the County Manager to act as the Fire Chief for Lacombe County, or his/her designate;
- 2.5 "Display Fireworks" means fireworks that are designed for professional use and are classified as high-hazard within the Explosive Act;
- 2.6 "Director of Emergency Management" shall mean the person appointed by Council to act as the Director of Emergency Management, or his/her designate;
- 2.7 "Disaster" shall mean a natural or manmade event that results or may result in serious harm to the safety, health or welfare of persons, property or the environment;
- 2.8 "Equipment" shall mean any tools, devices, or materials used by the Fire Department for the purpose of providing Fire Protection and Emergency Response Services;
- 2.9 "Fire Ban" shall mean the prohibition on the lighting of fires in the Village;
- 2.10 "Fire Chief" or "District Chief" shall mean that person appointed by the Council to act as the Chief of the Village of Alix Fire Department, or his/her designate;
- 2.11 "Fire Department" shall mean the department established by this bylaw and includes any/all members;
- 2.12 "Fire Protection and Emergency Response" shall mean all aspects of Fire Department responses including, but not limited to, fire prevention, firefighting and suppression, pre-fire planning,

fire inspection, fire investigation, public education and information, training, search and rescue, and responses to Disasters and accidents, including motor vehicle accidents;

- 2.13 "Firecracker" shall mean the same as it is defined in the most recent version of the National Fire Code – Alberta Edition;
- 2.14 "Fireworks Permit" shall mean a document issued by the Regional Fire Chief or designate, pursuant to this Bylaw, on the form adopted by the County from time to time authorizing the possession, handling, discharging, firing or setting off of Consumer Fireworks or Display Fireworks;
- 2.15 "Fireworks Sale and Storage Permit" shall mean a document issued by the Regional Chief or designate, pursuant to this Bylaw, on the form adopted by the County from time to time authorizing the sale or storage for the purpose of sale, of Consumer Fireworks or Display Fireworks;
- 2.16 "Illegal Fire" shall mean any fire that is set in contravention of this Bylaw;
- 2.17 "Incident" shall mean a fire or any situation where a fire or explosion is imminent or any other emergency where there is a danger or possible danger to life or property.
- 2.18 "Inspection Officer" shall mean the Regional Fire Chief, Village Fire Chief, Peace Officer or any Member authorized to undertake inspections;
- 2.19 "Member" shall mean any person that is a duly appointed Member of a Fire Department and shall include the Fire Chief;
- 2.20 "Member in Charge" shall mean the Fire Chief, or in the absence of the Fire Chief, the highest ranking Member who first arrives at the site of an Incident;
- 2.21 "Outside Fire" shall mean any fire that is not contained within a building, structure, or a container and shall include fires involving humus soil, coal, waste, wood scrap, bush, brush, grass and leaves.
- 2.22 "Peace Officer" shall mean:
- a) a police officer

- b) a person appointed as a Peace Officer pursuant to the Peace Officer Act, SA 2006, c P-3.5; or
 - c) a person appointed as a bylaw enforcement officer pursuant to the Municipal Government Act, RSA 2000, c M-26;
- 2.23 "Portable Appliance" shall mean any appliance used for cooking food in the outdoors;
- 2.24 "Prohibited Debris" shall mean any flammable debris or waste material that when burned may result in the release to the atmosphere of dense smoke, offensive odors or toxic air contaminants pursuant to the Substance Release Regulation, AR 124/93 of the Environmental Protection and Enhancement Act;
- 2.25 "Recreation Fire" shall mean a fire contained within a non-combustible container which is set for the purpose of cooking, obtaining warmth or viewing for pleasure and may only be fueled with wood, charcoal, coal, natural gas or propane;
- 2.27 "Specified Penalty" shall mean a penalty which may be paid in response to an alleged contravention of any provision of this Bylaw as established in Schedule "A" of this Bylaw;
- 2.28 "Structure Fire" shall mean a fire confined to or within any building, structure, machine or vehicle, which will, or is likely to cause the destruction of or damage to such building, structure, machine or vehicle;
- 2.29 "Village" shall mean the Village of Alix;
- 2.30 "Violation Ticket" shall mean a ticket issued for an alleged contravention of any provision of this Bylaw and shall be issued in accordance with the Provincial Offences Procedure Act.

3: ESTABLISHMENT OF DEPARTMENT

- 3.1 There is hereby established, a Village of Alix Fire Department to provide Fire Protection and Emergency Response within the Village of Alix.

- 3.2 The CAO is hereby authorized to enter into agreements with other municipalities and agencies for the purchase, use, operation and management of fire Apparatus, Equipment and facilities and for the purpose of providing Fire Protection and Emergency Response Services in the Village and in those municipalities participating in such agreements.

4: AUTHORITY AND RESPONSIBILITY OF THE FIRE CHIEF

- 4.1 The Fire Chief shall be responsible to the CAO or designate for the performance of his/her duties pursuant to this Bylaw and other applicable policies of the Village and Lacombe County as amended from time to time, including the Fire Chief job description.
- 4.2 The Fire Chief shall be responsible for the use, care and protection of Fire Department property, including Fire Department Apparatus, Equipment, files and records.
- 4.2 The Members of the Fire Department shall be responsible to the Fire Chief for the performance of their duties pursuant to this Bylaw and other applicable policies of the Village and Lacombe County as amended from time to time and such other duties as may be assigned by the Fire Chief.
- 4.3 When responding to an Incident outside the corporate boundaries of the Village of Alix, the Fire Chief and Members shall follow Bylaws and policies in place for the jurisdiction where the Incident occurs.

5: AUTHORITY AND RESPONSIBILITY OF MEMBERS IN CHARGE

- 5.1 The Member in Charge at an Incident shall have control, direction and management of all Apparatus, Equipment and manpower assigned to that Incident and shall continue to act as the Member in Charge until relieved by another Member authorized to do so.
- 5.2 The Member in Charge shall be responsible to direct and manage the operations necessary for the extinguishment of a fire or controlling other emergency Incidents.
- 5.3 The Member in Charge shall take action as deemed necessary for preserving lives and property and protecting persons and

property from injury or destruction from fire and other emergency Incidents.

- 5.4 The Member in Charge is empowered to cause a building, structure or other thing to be pulled down, demolished or removed if deemed necessary to prevent the spread of fire to other buildings, structures or other things.
- 5.5 The Member in Charge is authorized to enter premises or property without permission where an Incident is occurring and to cause any Member or Apparatus to enter without permission, as the Member in Charge deems necessary.
- 5.6 The Member in Charge is authorized to enter, pass through or over buildings, structures or property adjacent to the Incident and to cause Members or Apparatus to enter or pass through or over the building, structure or property without permission, where the Member in Charge deems it necessary to gain access to the Incident or protect any person or property.
- 5.7 The Member in Charge may establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limit unless authorized to enter by the Member in Charge. No person shall enter the boundaries or limits of an area unless authorized to enter by the Member in Charge.
- 5.8 The Member in Charge may request Peace Officers to enforce restrictions on persons entering within the boundaries or limits outlined in Section 5.7.
- 5.9 The Member in Charge is authorized to request any adult person who is not a Member, to assist in:
 - a) extinguishing a fire or preventing the spread thereof;
 - b) removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
 - c) demolishing a building or structure at or near the fire or other Incident.
- 5.10 The Member in Charge is authorized to secure and commandeer privately owned equipment which is considered necessary to deal with an Incident and authorize payment for the use of said equipment.

6: COMPLIANCE AND ENFORCEMENT

- 6.1 No person, other than Members, employees, or agents of the Village shall, without prior approval from the Village, the Regional Fire Chief, or the Fire Chief, affix any tool, hose, or other device to any fire hydrant.
- 6.2 No person shall, without prior approval from the Village, paint or otherwise tamper with any fire hydrant or portion thereof.
- 6.3 No person, other than Members, employees or agents of the Village shall, without prior approval from the Village, the Regional Fire Chief, or the Fire Chief, set, permit or maintain an Outside Fire on private or public property.

7: DAMAGE OR DESTROYED PROPERTY

- 7.1 A person who has damaged or destroyed any Apparatus or Equipment shall, in addition to any penalty imposed in this Bylaw, be liable for, and pay upon demand, all costs incurred by the Village to repair or replace the Apparatus or Equipment in question.

8: PERMITTED FIRES

- 8.1 A Fire Permit is not required under this Bylaw for the following:
 - a) a Recreation Fire that is contained in a barbeque or fire pit provided that:
 - i. a minimum of 3.3 metres (10 feet) clearance from buildings, property lines and combustible materials is maintained;
 - ii. the barbeque or fire pit is constructed of bricks or concrete blocks, or heavy gauge metal, or other suitable non-combustible material;
 - iii. they are supervised until such time as the fire has been completely extinguished. For the purpose of this clause a fire shall be deemed to include hot ashes and smoldering embers resulting from the fire; and
 - iv. only wood, charcoal briquettes, manufactured fire logs, fireplace pellets, propane or natural gas is used.

- b) a Portable Appliance;
 - c) fires that are set by the Fire Department for the purpose of firefighter training.
- 8.2 This Bylaw does not apply to any industrial or commercial incinerator regulated under the Environmental Protection and Enhancement Act.
- 8.3 A Fire Permit is not required for Recreation Fires on Village owned property or municipal or environmental reserves that have been designated for such purpose provided that the Recreation Fire is fueled by natural gas or propane or is contained in a fire pit approved by the Village.
- 8.4 No Recreational Fire is permitted in the front yard of a property where front yard is defined under the Village Land Use Bylaw.

9: FIREWORKS

- 9.1 No person shall sell, offer for sale or store for the purpose of sale, Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Sale and Storage Permit.
- 9.2 No person shall possess, handle, discharge, fire or set off Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Permit.
- 9.3 No person under the age of eighteen (18) years shall apply for, or be issued, a Fireworks Permit.
- 9.4 No person other than an individual who has a valid display supervisor or pyrotechnician card issued pursuant to the Explosives Act (Canada) shall possess, handle, discharge, fire or set off Display Fireworks in the Village.
- 9.5 An application must be made in writing, to the Regional Fire Chief or designate, a minimum of 14 calendar days prior to the proposed display for a Fireworks Permit, and;
- a) in the case of Display Fireworks, the application must address all information required by the Explosives Act (Canada) and the National Fire Code – Alberta Edition, including, but not limited to:
 - i. date, time and location of the proposed display;

- ii. names, addresses and certification numbers of all display supervisors or pyrotechnicians and assistants participating in the display;
- iii. the name of the sponsor or purchaser of the display;
- iv. a full description of the planned display and a list of all materials to be fired, detonated, burnt or energized during the display;
- v. the emergency plan for the display;
- vi. verification of liability insurance, in an amount acceptable to the issuer of the permit; and
- vii. any other information deemed necessary by the Village, Regional Fire Chief or the Fire Chief.

b) in the case of Consumer Fireworks:

- i. name of the applicant;
- ii. date, time and location of the proposed display; and
- iii. any other information deemed necessary by the Village, Regional Fire Chief or the Fire Chief.

9.6 No person shall purchase, possess, handle, discharge, fire or set off Consumer Fireworks or Display Fireworks in a manner that is contrary to the terms and conditions of a Fireworks Permit, or otherwise contravene any term or condition of a Fireworks Permit.

9.7 The person to whom a Fireworks Permit is issued shall:

- a) ensure that no fire or other damage occurs as a result of fireworks or fireworks debris;
- b) in the event that a fire occurs, extinguish the fire immediately or contact the Fire Department without delay;
- c) ensure that no fireworks debris or other waste is left behind after the fireworks are discharged;
- d) ensure that:
 - i. all National Fire Code – Alberta Edition and Fireworks Permit requirements regarding the discharge of fireworks are complied with.

- ii. where Display Fireworks are to be discharged, all requirements of the most recent version of the Display Fireworks Manual published by Natural Resources Canada, are complied with;
- 9.8 In the event that fireworks are discharged without a valid Fireworks Permit, the person who causes a firework to be ignited shall be accountable for those responsibilities listed in subsection 9.7 above.
- 9.9 Any person purchasing, possessing, handling, discharging, firing or setting off fireworks shall keep the Fireworks Permit available for immediate production to a Member or Peace Officer upon demand.
- 9.10 The Regional Fire Chief or designate may impose such conditions and restrictions on the Fireworks Permit as they deem appropriate. Such conditions and restrictions may include, but are not limited to:
 - a) time of the day;
 - b) days of the week;
 - c) duration of display;
 - d) geographic location;
 - e) requirements for notification of affected residents;
 - f) on-site fire suppression materials and resources; and
 - g) safety precautions to mitigate danger or nuisance to any person or property.
- 9.11 The Regional Fire Chief or designate, may choose not to issue a Fireworks Permit if, in his/her opinion, such a display may create a risk to life, safety or property.
- 9.12 The Regional Fire Chief or designate, may revoke any previously issued Fireworks Permit for reasons of:
 - a) non-compliance with:
 - i. the National Fire Code – Alberta Edition;
 - ii. the Explosives Act (Canada); or

- iii. the Fireworks Permit.
 - b) changes in environmental conditions; or
 - c) safety to life, limb, or property.
- 9.13 A Fireworks Permit, when issued, shall be at no cost to the applicant.

10: FIRE BANS

- 10.1 The CAO or designate is hereby granted the authority to impose Fire Bans from time to time depending on weather conditions and any other conditions as he/she deems appropriate.
- 10.2 A Fire Ban may be imposed with or without conditions.
- 10.3 A Fire Ban declared by the Province of Alberta and the conditions imposed thereto take precedence over a Fire Ban issued by the Village.
- 10.4 Fire Bans shall remain in effect until terminated by the CAO or designate.
- 10.5 Notice of a Fire Ban shall be provided to the public. Notice may be in the form of signs posted throughout the municipality in locations determined by the Village through a public service message on the local radio stations, or by any other means which the CAO or designate determines is appropriate.
- 10.6 For the duration of a Fire Ban, the Fire Department is authorized to extinguish any fire that the Fire Ban applies to, whether controlled or not, within the area subject to the Fire Ban.

11: CONTROL OF FIRE HAZARDS

- 11.1 Inspection Officers shall be given access at reasonable hours to both private and public land for the purpose of inspecting the property to determine whether a fire hazard exists.
- 11.2 No person shall light an Outdoor Fire, incinerator fire, Recreation Fire or Structural Fire without first taking sufficient precaution to ensure that the fire can be kept under control at all times.
- 11.3 If an Inspection Officer determines, in his/her sole discretion, that a fire hazard exists on private or public land, the CAO may

order the owner or person in control of the land on which the fire hazard exists to reduce or remove the hazard within a specified period of time and in a manner prescribed by the CAO.

- 11.4 No person shall set, permit or maintain any fire at any time of the year such that the smoke emitted from the fire impairs visibility on a highway, or which in the sole discretion of an Inspection Officer, becomes a nuisance or safety concern on any highway or property. The person who set, permitted or maintained such a fire shall extinguish the fire immediately upon the order of an Inspection Officer.
- 11.5 If an order made pursuant to Sections 11.3 or 11.4 has not been carried out within the time specified, the Village may enter the land with any equipment or personnel it considers necessary and perform any work required to reduce or remove the fire or smoke hazard.
- 11.6 The owner or person in control of the land in which work was performed by the Village pursuant to Section 11.5, shall, on demand, reimburse the Village for the cost of the work performed, and in default of payment, the amount levied and unpaid shall be added to the tax roll of the subject parcel of land.

12: ILLEGAL FIRE

- 12.1 Any Peace Officer or Member may extinguish an Illegal Fire using whatever Apparatus, Equipment or procedure may, at his/her sole discretion, be deemed appropriate.
- 12.2 The owner or person in control of the land on which work was performed by the Village pursuant to Section 12.1, shall, on demand, reimburse the Village for the cost of the work performed, and in default of payment, the amount levied and unpaid shall be added to the tax roll of the subject parcel of land.

13: RECOVERY OF COSTS

- 13.1 Where a Fire Department has taken any action whatsoever for the purpose of providing Fire Protection and Emergency Response Services in or outside of the Village, the Village may charge any fees and costs so incurred to any or all of the following persons, namely:
- a) the person or persons causing or contributing to the fire;
or

- b) the owner or occupant of the parcel of land or any other thing in respect to which the action was taken

and all persons charged are jointly and severally liable for payment of the fees and costs to the Village.

- 13.2 The fees and costs to be charged by the Village for Fire Protection and Emergency Response Services rendered pursuant to this Bylaw shall be established by Council from time to time.
- 13.3 Fees or costs levied or charged under this Bylaw may be recovered by the Village as an amount due and owing to the Village and in the event that the amount due and owing is not paid within 60 days of mailing of the invoice, collection of unpaid amounts may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Village is entitled to on the parcel of land in respect of which the indebtedness is incurred.
- 13.4 The owner of a parcel of land within the Village to which Fire Protection and Emergency Response Services are provided is liable for fees and costs so incurred and the Village may add to the tax roll of the parcel of land all unpaid amounts, which forms a special lien against the parcel of land in favour of the Village from the date the amount was added to the tax roll.

14: OFFENCES

- 14.1 No person, or property owner shall:
 - a) contravene any provision of this Bylaw;
 - b) provide false, incomplete or misleading information to any person authorized to carry out duties authorized by this Bylaw;
 - c) interfere with the efforts of any person authorized to carry out duties authorized by this Bylaw;
 - d) damage or destroy any Fire Department Apparatus or Equipment;

- e) at an Incident, drive a vehicle over any Fire Department Equipment without permission of the Member in Charge;
- f) falsely represent themselves as a Member or wear or display any Fire Department clothing, badge, insignia or other paraphernalia for the purpose of such false representation;
- g) burn Prohibited Debris;
- h) set, permit or maintain any fire such that the smoke emitted from the fire impairs visibility on a highway, or which in the sole discretion of an Inspection Officer, becomes a nuisance or safety concern on any highway or to neighboring persons or property;
- i) let a fire to burn out of control so as to threaten or cause damage to adjacent property;
- j) light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times;
- k) fail to take reasonable steps to control a fire for the purpose of preventing it from spreading onto neighboring property;
- l) affix any tool or other device to a fire hydrant or paint or otherwise tamper with a fire hydrant without prior approval from the Village;
- m) fail to extinguish a fire once a Fire Ban has been imposed;
- n) allow any fire to be lit upon land that is owned or occupied by him/her or under his/her control except when such fire is permitted by this Bylaw;
- o) sell, offer for sale or store for the purpose of sale, Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Sale and Storage Permit;
- p) possess, handle, discharge, fire or set off Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Permit.

15: VIOLATION TAGS

15.1 A Peace Officer is hereby authorized and empowered to issue a Violation Tag to any person whom the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

15.2 A Violation Tag may be issued to such person:

- a) personally;
- b) by regular mail sent to the postal address of the person as shown on their Operator's License issued in accordance with the Traffic Safety Act, their tax assessment roll, or on the certificate of title for the property; or
- c) by leaving it with a person apparently over 18 years of age at the place of residency of the person to whom the Violation Tag is addressed.

15.3 The Violation Tag shall be in a form approved by the CAO and shall state:

- a) the name of the person to whom the Violation Tag is issued;
- b) a description of the offence and the applicable Bylaw section;
- c) the Specified Penalty for the offence;
- d) that the penalty shall be paid within 30 days of the issuance of the Violation Tag in order to avoid prosecution; and
- e) any other information as may be required by the CAO.

15.4 Where a Violation Tag has been issued pursuant to this Bylaw the person to whom it has been issued to may, in lieu of being prosecuted for the offence, pay the Village the penalty specified within the time period indicated on the Violation Tag.

16: VIOLATION TICKETS

- 16.1 In the event a Violation Tag has been issued and the Specified Penalty has not been paid within the prescribed time, a Peace Officer may issue a Violation Ticket, pursuant to Part 2 of the Provincial Offences Procedure Act, to the person to whom the Violation Tag was issued.
- 16.2 Notwithstanding Section 16.1, a Peace Officer may immediately issue a Violation Ticket to any person whom the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 16.3 If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- a) specify the fine amount established by this Bylaw for the offence, or
 - b) require a person to appear in court without the alternative of making a voluntary payment.
- 16.4 A Violation Ticket issued with respect to a contravention of any provision of this Bylaw shall be served upon the person responsible for the contravention in accordance with the Provincial Offences Procedure Act.
- 16.5 The person to whom a Violation Ticket with a Specified Penalty has been issued may plead guilty by making a voluntary payment in respect of the summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together in amount equal to the Specified Penalty.
- 16.6 When a clerk records in the Court records the receipt of a voluntary payment pursuant to Section 16.5 and the Provincial Offences Procedure Act, the act of recording receipt of that payment constitutes acceptance of the guilty plea and also constitutes the conviction and the imposition of a fine in the amount of the Specified Penalty.

17: SEVERABILITY

- 17.1 Should any section or part of this Bylaw be found to have been improperly enacted, for any reason, such section or part shall be regarded as being severable from the rest of the Bylaw and the Bylaw remaining after such severance shall be effective and

enforceable as if the section or part found to be improperly enacted had not been enacted as part of this Bylaw.

18: GENERAL

18.1 This Bylaw shall come into full force and effect on the date it is finally passed by Council.

Read a first time on the 4th day of January, 2023.

Read a second time on the day of , 2023.

Read a third and final time on the day of , 2023.

Mayor

C.A.O

Schedule A

Fire Protection and Emergency Response Bylaw

Bylaw Section	Offence	First Offence	Second Offence	Third Offence
14.1 (a)	Contravene any provision of this Bylaw	\$250	\$500	\$1,000
14.1 (b)	Provide false, incomplete or misleading information to any person authorized to carry out duties authorized by this Bylaw	\$500	\$1,000	\$2,500
14.1 (c)	Interfere with the efforts of any person authorized to carry out duties authorized by this Bylaw	\$1,000	\$2,000	\$5,000
14.1 (d)	Damage or destroy any Fire Department Apparatus or Equipment	\$1,000	\$2,000	\$5,000
14.1 (e)	At an incident, drive a vehicle over any Fire Department Equipment without permission of the Member in Charge	\$250	\$500	\$1,000
14.1 (f)	Falsely represent themselves as a Member or wear or display any Fire Department clothing, badge, insignia or other paraphernalia for the purpose of such false representation	\$500	\$1,000	\$2,500
14.1 (g)	Burn Prohibited Debris	\$250	\$500	\$1,000
14.1 (h)	Set, permit or maintain any fire such that the smoke emitted from the fire impairs visibility on a highway, or which in the sole discretion of an Inspection Officer, becomes a nuisance or safety concern on any highway or to neighboring persons or property	\$250	\$500	\$1,000
14.1 (i)	Let a fire to burn out of control so as to threaten or cause damage to adjacent property	\$500	\$1,000	\$2,500
14.1 (j)	Light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times	\$250	\$500	\$1,000
14.1 (k)	Fail to take reasonable steps to control a fire for the purpose of preventing it from spreading onto neighboring property	\$500	\$1,000	\$2,500

14.1 (l)	Affix any tool or other device to a fire hydrant or paint or otherwise tamper with a fire hydrant without prior approval from the Village	\$500	\$1,000	\$2,500
14.1 (m)	Fail to extinguish a fire once a Fire Ban has been imposed	\$500	\$1,000	\$2,500
14.1 (n)	Allow any fire to be lit upon land that is owned or occupied by him/her or by his/her control except when such fire is permitted by this Bylaw	\$250	\$500	\$1,000
14.1 (o)	Sell, offer for sale or store for the purpose of sale, Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Sale and Storage Permit	\$250	\$500	\$1,000
14.1 (p)	Possess, handle, discharge, fire or set off Consumer Fireworks or Display Fireworks in the Village without first obtaining a Fireworks Permit	\$250	\$500	\$1,000

ADMINISTRATION REPORT



Date: January 12, 2023
Memo To: Village Council
From: Michelle White
Subject: JUPA

RFD 23-07

1. **PURPOSE** – To present Council with a draft Joint Use and Planning Agreement (JUPA) between the Village and the Board of Trustees of Wolf Creek School Division.
2. **BACKGROUND** – One year ago, Council had a presentation from Parkland Community Planning Services on what a JUPA is and why we needed to do one. As a refresher, in 2020 the province amended the MGA and the Education Act to require municipalities and school boards to establish agreements regarding shared use and access to facilities, funding of shared facilities / services as well as the planning and acquisition of new or expanded school sites.
3. **OPTIONS** –
 1. To approve the Joint Use and Planning Agreement as presented
 2. To send the agreement back to administration for amendments
 3. To accept this report as information
4. **DISCUSSION** – I've been working directly with a Wolf Creek staff member on this draft since December and both parties agreed it is ready to take to our respective approving bodies.
5. **FINANCIAL IMPLICATIONS** – None
6. **LEGAL** – A JUPA agreement is intended as a flexible means of meeting the broad legislative responsibilities of a municipality and school board in a way that best fits their local circumstances and preferences. Though it is legislated that we all have one in place by June 2023, there is no prescribed model of what it should look like. The attached draft is based on the JUPA guide developed by Parkland Community Planning Services.

I checked with Municipal Affairs regarding sections 145 & 146 of the MGA, and they feel the Governing Committee established in section 8 of the JUPA triggers the need for a bylaw.

MGA s. "145(2) A council may, by bylaw, establish council committees and other bodies.

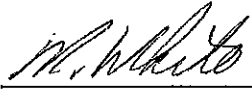
(3) Where a council establishes a council committee or other body, the council may, by bylaw, establish the functions of the committee or body and the procedures to be followed by it."

MGA s. "146 A council committee may consist entirely of councillors, entirely of persons who are not councillors or of both councillors and persons who are not councillors."

I will draft the necessary bylaw with the intent of having it to Council before a meeting of the Governing Committee is needed.

7. **POLITICAL/PUBLIC IMPLICATIONS** –
8. **OTHER COMMENTS** –
9. **RECOMMENDATIONS** – Option #1, I recommend the following resolution:

"that the Village of Alix Council hereby approves the Joint Use and Planning Agreement between the Village of Alix and the Board of Trustees of Wolf Creek School Division as presented."

A handwritten signature in cursive script, appearing to read "M. White".

Author

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this 1st day of March, 2023

BETWEEN:

VILLAGE OF ALIX

AND

THE BOARD OF TRUSTEES OF WOLF CREEK 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 each 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

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 Board of Trustees of Wolf Creek 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 Village of Alix.
- 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 March 1, 2023.
- k) "Facility Plans" means the capital plan and facility plan prepared by the Boards 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 Village of Alix, 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 Board of Trustees of Wolf Creek 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 a Board and includes those facilities identified in Schedule "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 of 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 2028. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance 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 or Boards on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- 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(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

- a) Council of the Municipality and the members of the Board 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 one 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 the 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 respective Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance 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) of the Board.
- 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) review 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) develop a draft agenda for any meeting of the Council and the Board or the Governing Committee; and
 - xi) 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 every five (5) years or as needed. 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. The CAO and Superintendent may agree to a rotating Chair if desired.
- 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 Governance 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 Schedule "B". 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 Principal's Superintendent and thereafter to the appropriate 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.
- j) Notwithstanding any other provision in this Agreement, emergency management plans shall prevail in cases of emergency, and site bookings and usage may be suspended.

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 "D".

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 where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.

- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "E". 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) In the event that a separate school board begins to operate within the Municipality, there shall be no pre-allocation of School sites to different Boards nor shall School sites be identified as available to only one Board 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 using, if necessary, the Dispute Resolution Process described in Schedule "F".
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Board acknowledges 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 a 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 a Board.
- c) The School Portion shall be transferred to a 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) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.
- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "F".
- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land 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

- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- f) 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 "G" 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 sub-headings 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:

Village of Alix
Box 87
4849 50 Street
Alix, AB T0C 0B0
Email: cao@villageofalix.ca

The Board of Trustees of Wolf Creek School Division
6000 Highway 2A
Ponoka, AB T4J 1P6
Email: info@wolfcreek.ab.ca

Email notification to the CAO or each 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:

**THE BOARD OF TRUSTEES OF
WOLF CREEK SCHOOL DIVISION**

VILLAGE OF ALIX

Chair

Mayor

Superintendent (or Secretary-Treasurer)

Chief Administrative Officer

Schedule "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Alix Arena – subject to renegotiation or renewal of the lease with the Alix Arena Association	Plan RN30; Block 1; Lots 1-8	Ice surface and dressing rooms

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

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities Available for Joint Use
Alix-MAC School	Plan 4539MC; Block S in the Village of Alix	Gymnasium (350m ²) Gymnasium (236m ²) Playing Fields Playgrounds

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

ADDITIONAL FEES

If a custodian is required to open and/or close the building or clean-up after the event an additional fee of \$30/hour will be applied with a minimum of 3 hours.

Schedule "C" – Joint Use Times

Facility Type	Available Times
Alix-MAC School	Monday through Friday between 16:30 and 21:00 and Saturdays between 08:00 and 17:00
Municipal Facilities for School Use	Monday through Friday between 08:00 and 16:00
Playing Fields and Playgrounds 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 Sundays, or during 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 Sundays and 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 may 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:

- Show 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 a non-profit organization
- 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 and their Board must be party to this agreement.

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 Principal's 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 \$5 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 Board.

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
- 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

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, other specialized equipment and other equipment (e.g. balls, racquets, sticks, etc.). Any and all equipment required by a User Group must be requested at the time of booking and understand that certain expectations may not be met.

Custodial Responsibility and Building/Facility Maintenance Responsibility

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

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

The Supervisor responsible for the booking must ensure that the facility remains in the same general condition as initially found upon entry.

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 respective Board that owns the facility that was damaged.

For Joint Use Space in a Municipal Facility, the Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their 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 over seed 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 top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two 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 Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.

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 "E" – 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 surrounding community.

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

Site Topography and Soil Conditions

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

Flexibility for Design

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

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

Access to Services

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

Schedule "F" – 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(ies) shall select one name from the short list and advise the other Party(ies) 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.

Hwy 12/21 Water Commission
Organizational Meeting
November 2, 2022
Councilor Janice Besuijen

Organizational meeting called to order at 9:35am.

-Brenda Knight was elected the Chair of the Commission.

-Cindy Trautman was declared the Vice-Chairperson of the Commission.

Organizational meeting adjourned at 9:41 am

Hwy 12 12/21 Water Commission
Regular Meeting
November 2, 2022

Chair report	Chair Knight reported that the Village of Edberg has water running
Manager Report	Mr Mincin presented the managers report
Operational Report	Mr Minchin reported on the Operational budget <ul style="list-style-type: none">The budget was based on a proposed water rate of \$1.53/m³ from the Town of Stettler. On November 3 the Town of Stettler emailed the Commission with a proposed rate of \$1.49/m³ which would allow the commission to offer water to the members at \$3.349. It was discussed and agreed that the Stettler information be reflected in the proposed budget.

In-camera Meeting moved to in-camera at 11:53 am

Meeting adjourned at 11:12 am.

Councilor Janice Besuijen

**Hwy 12/21 Water Commission
December 2, 2022
Councilor Janice Besuijen**

Chair Report Brenda Knight

Managers Report Dion Burlock

2023 Proposed Budget

- Accepted and passed

Systems Rates and Fees Bylaw 23-2022

- The Commission gave first, second and third readings to Bylaw 23-2022 Systems Rates and Fees Bylaw

Councilor Janice Besuijen

Hwy 12/21 Water Commission

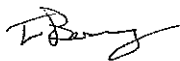
Jan 6th, 2023

Councilor Tim Besuijen

Special meeting

1. Myself, Councilor J. Besuijen and CAO Michelle attended a closed meeting for Hwy 12/21. An update for Village Council will provided on this matter when able.

Councilor Tim Besuijen

A handwritten signature in black ink, appearing to read 'T. Besuijen', written in a cursive style.

Red Deer River Municipal User Group Association

Jan 19, 2023

Councilor Besuijen

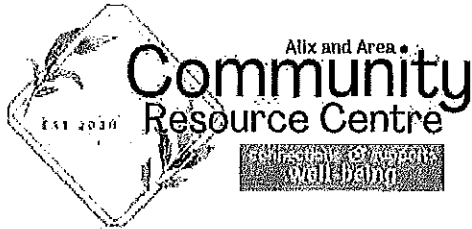
For more information see the RDRMUG web page rdrmug.ca
(Web page includes minutes of meetings and presentations, not printed here to reduce paper usage)

1. Annual General Meeting
 - a. Honourable Nate Horner, Minister of Agriculture, and Irrigation.
 - i. Main point of discussion was large potential irrigation project in Eastern Alberta with capacity to irrigate 108,000 acres of land. Project would be split part north and south by the Red Deer River in the Acadia Valley area. Would include two off river storage reservoirs.
 - b. Review of unaudited financials of RDRMUG
 - c. Election of Urban and Rural Co-Chair Bill Windsor and John Ireland acclaimed.
 - d. Appointed members to Executive Committee / Board of Directors.
 - i. I volunteered and was accepted as one of the members
 - e. Bylaw for auditing
 - i. Allows for an audit review engagement that will save monies over full audit.
2. Regular Meeting of RDRMUG at Drumheller.
 - a. Adoptions of Nov 17, 2022, meeting
 - b. Accepted Financial statements for 2022
 - c. Reviewed and approved operating budget for 2023
 - d. Set meeting dates for 2023
3. Executive Director Report
4. Municipal round table
 - a. Shared on update on 53rd lift station
 - b. Shared on visit from Alberta Conservation Association and potential stocking of the lake.

Regards,



Tim Besuijen



Alix Mirror Wellness Supports Society

Phone: 403-396-3369

Box 715

Fax: 403-747-2082

Alix, AB

alixmirrorwellness@gmail.com

T0C 0B0

January 19, 2023

Village of Alix

Box 87

Alix, AB T0C 0B0

To: Mayor & Council,

Alix Mirror Wellness Supports Society would like to thank you for your continued support of the Alix & Area Community Resource Centre and the work we are doing for the community.

With the budgeting process underway we would like to be considered for any surplus funds you may have available to enhance programming, continue existing programming and to bring future programming & services that suit the needs of the community.

We have attached the quarterly newsletter as well as the 2022 Year in Review for you to see the great things we achieved last year and give you a more detailed look at where our funds are being used.

Please do not hesitate to contact me with any questions, ideas or feedback, 403-588-5199.

Working together makes a stronger community.

Respectfully,

Jill Hillman

Executive Director

QUARTERLY NEWSLETTER

Alix Briefs

by the Alix and Area Community Resource Centre

"ALONE WE CAN DO SO LITTLE; TOGETHER WE CAN DO SO MUCH." -HELEN KELLER

Fundraising plays a vital role in the success of the Centre. During the 2022 Giving Campaign, \$10,797.50 was donated; we want to thank all of you for your continuous support! Your donations help fund current and future programs.

2022 Giving Campaign Donors:

Della Mae Thull, Chain Lakes Gas Co-op, Premier Auctions, John & Allison Ireland, Ember Resources, Angela & James Gessleman, Western Financial, Sandy Kubash, Servus Credit Union and proceeds from the 2022 Rafflebox 50/50.

None of this would be possible without your support...

We are so grateful for not only your monetary donations, but as well, for your word of mouth sharing to help pass on what we do at the Centre and your support engaging on social by following our Facebook page. The Alix Mirror Wellness Supports Society extends a heartfelt THANK YOU.



Services Available

- Information & Referral
- Resource Navigation
- Family Wellness
- Alix Food Bank
- Meals on Wheels
- Home Support
- Community Services
- Adult Learning
- Volunteer Services
- Wise Owls



**Monday to Thursday
10:00 AM - 4:00 PM**

Closed all statutory holidays

Bay 1 & 2, 5008 50 Ave, Alix, AB

403-396-3369

alixmirrorwellness@gmail.com

Follow us on social
@AlixandAreaCommunity
ResourceCentre

www.alixerc.com

COMING SOON:

Watch for more info on a drop-in Adult Card Night starting soon.

NEW: FRN Program

Zumbini- Combines music, dance and movement, for ages 0-4 and parent/caregivers. On Tuesdays, 1:30PM-2:30PM, Jan. 17, Feb. 14. Please register, carolyn.mclaren@mcmancentral.ca or 403-896-3915.

HEALTH & WELLNESS FAIR: Vendor Call

Promote your business/organization on January 29, 1PM-4PM, at the Alix Community Hall. Tables are free, contact Jill to save your spot, 403-588-5199.

Spreading Community Cheer

There was a great response to the 2nd annual Joy of Giving program this year. A total of 52 individuals received a gift, from a total of 32 individuals who donated gifts. It warms our hearts to see this exchange!

GIVERS: Alix-11, Mirror-3, Tees-4, Lacombe County-12, Lacombe-1 and Stettler- 1

RECEIVERS: Alix- 37, Mirror-4, Tees-1 and Lacombe County-10.



ALL AGES ALL WELCOME

We make connections to people, support and resources. Please reach out if you need help to access any of the following services available at the Centre; our staff will work alongside you to address any of your needs & concerns.

Services for all ages include resource navigation, information & referral, one-on-one support and food hampers.

Access assistance filling out forms, including emergency supports or government funding. Visit us for help on the computer, to print/ photocopy or to send a fax.

Children, Youth & Families

Baby Clinic, Time for Tots, Family Wellness, After-School Program, Youth Counselling, Child & Youth Safety Week and connection to family supports are offered at the Centre.

Watch for more details coming soon on NEW family activities.

Adults & Seniors

Join us weekly for connection, socializing, games and a variety of activities at Senior Fun, every Thursday from 1PM-3PM.

We want your input for future senior outings and activities!

Stop by every Monday from 10:30AM-12PM, for the Internet Cafe. Bring your technology questions and stay for a coffee.

Do you want to learn about health and social supports for yourself or a loved one? There are many programs available through the government and various organizations.

Visit us to learn more or give us a call.

- Apply for Lifeline, a service which allows users to feel safe on the go or at home; a medical alert system, worn to detect falls, will send help at the push of a button or by an auto alert. Service rates apply.
- During March and April seniors or low income tax returns can utilize the free Income Tax Assistance Program.
- Bashaw Adult Learning is a free program supporting adult learners to gain basic life skills or competencies, upgrade education, pursue career training, improve literacy or learn English as a second language.

Do you need help with daily activities, making meals or getting to appointments? We offer services to help you live independently. Contact us to book and for more information:

- Meals on Wheels
- Home Support
- Wise Owls

VIRTUAL MENTAL HEALTH SERVICES:

Alberta Health Services-

Free mental health therapy is offered for children, adults and seniors. Services can be booked daily, via virtual sessions during Monday - Friday, from 10AM - 12PM and 1PM - 2PM.

Contact us to arrange.

Rapid Access Counselling-

Available for individuals, couples and families, at no cost. Book online, Monday to Friday by secure video or phone including some evenings. Follow the link to learn more and to book.

https://rao.janeapp.com/?utm_source=sandbite&utm_campaign=Newsletter%20%20October%2019%202022&utm_medium=email&fbclid=IwAR0sLjHAPo04nab6ARtB3Yc2hCFuhz07KgMofEoWzvjK4gsl091z67alsojline/treatment/3

We have private offices and technology support if you need a confidential space, do not have a device or WiFi, please contact us for help!

MONTHLY EVENTS:

Grief Support-

Everyone is welcome to take part held monthly on the 3rd Thursday at 7PM. Gather with others who are experiencing loss in a welcoming and confidential space. This is an informal group, where you can choose to share at your own pace any past or recent loss. Attend on January 19.

Connecting Clans-

Join in every last Monday from 6:30PM-8:30PM for activities for all ages. This is all about having fun and spending quality time together. Events are open to everyone, attend on January 30.

FOR COMPLETE DETAILS ON ALL UPCOMING EVENTS AND PROGRAMS VISIT ONLINE, WWW.ALIXCRC.COM OR CONTACT US, 403-396-3369.

ALIX AND AREA COMMUNITY RESOURCE CENTRE 2022

YEAR-END REVIEW

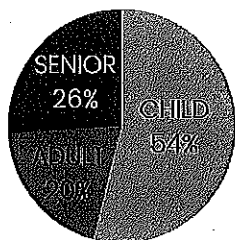
Information & Referral

Village of Alix: 59%
Lacombe County: 36%
Other: 5%

7388
ENGAGEMENTS

Forms & Technology Support: 4%
Program Assistance: 70%
Health & Wellness: 6%
Client Care: 11%
Other: 6%
Food Bank: 3%

8009
of Needs Served



Wise Owls

4

CLIENTS

Home Support

9

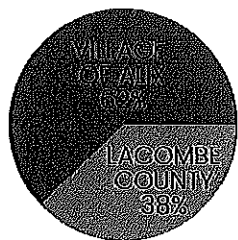
CLIENTS

Meals on Wheels

847

MEALS DELIVERED

13 Clients
7 Volunteers



FOOD BANK

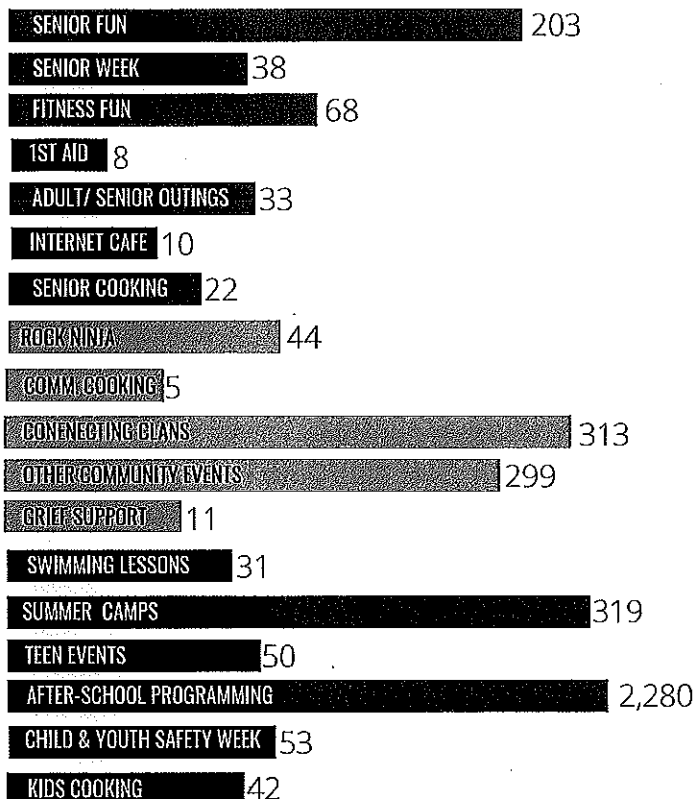
161

FOOD HAMPERS

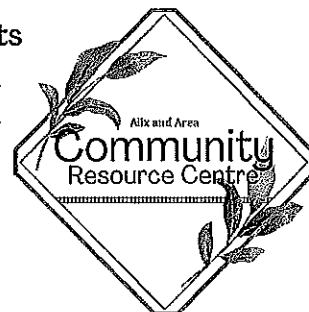
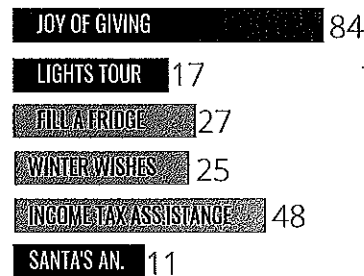
Children: 99
Adults: 163
Seniors: 115

Alix CRC Events

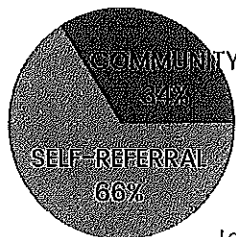
OF PARTICIPANTS



Seasonal Programs & Events



Resource Navigation



90

PARTICIPANTS
Village of Alix: 74%
Lacombe County: 22%
Other: 3%

Mental Health & Addiction: 4%
Food Bank: 4%
Form Support: 79%
Housing: 2%
RCMP: 1%
Emergency, Medical & Other: 10%

External Partnerships

Private

14

Partner

10

Long-Term

7

FACILITY USE

25

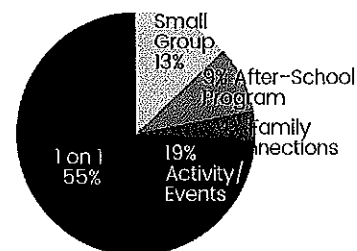
PROGRAM PARTNERS

Family Wellness

288
PARTICIPANTS

Elementary: 74%
Junior: 22%
Senior: 3%
Family: 3%

1261 ENGAGEMENTS



Hello Michelle,

VIA EMAIL JAN 23, 2023

I am wondering if you would be able to discuss spring dust control going past our property at 5328-47 Street with our counsel members at the next meeting. Because we live on the edge of town we have vehicles, golf carts and ATV's going past our property at high speeds which generates an unbearable amount of dust. Funeral processions also create a tremendous amount of dust for an extended period of time.

I appreciate your attention to this matter. Please feel free to call if you would like to discuss further.
Genien Petersen

January 20, 2023

AR 300

Dear Chief Administrative Officer:

The world is becoming increasingly digital and it is critical that Alberta is keeping pace with technology and expectations of communities and Albertans. The Government of Alberta has been exploring how we can deliver world-class digital services to Albertans, modernize our processes and deliver better, faster and smarter services.

The Ministry of Technology and Innovation (TI) is leading efforts to make technology and innovation the driving force behind Alberta's economic diversification and growth. We are invested in digital transformation as a way to improve digital government services and to ensure all services are accessible and inclusive.

Over the past several months, our Ministry has been developing a Digital Strategy, which will help the government modernize digital service delivery and improve user experiences by better integrating technologies into the delivery of government services. The proposed strategy will help the government:

- Respond to the greater reliance on digital government services among Albertans;
- Help deliver high quality digital services;
- Recognize how the Internet has changed the lives of Albertans; and
- Accelerate the growth of the new digital economy in Alberta.

The Government of Alberta cannot do our digital transformation work alone, and our number one priority is to serve Albertans and improve their quality of life. As we move forward with advancing our Digital Strategy we want to work with municipalities. We recognize and greatly appreciate the contributions of municipalities across the province in strengthening our economic and social prosperity. We are interested in learning about how residents within your municipalities engage with government services in a virtual manner and in hearing your feedback on our upcoming Digital Strategy. We are all in the service of our citizens and/or residents and we want to ensure they have a positive user experience when they interact with us.

.../2

Strategy development will be an ongoing process as we connect with partners across the province with a focus on improving the user experience. We intend to specifically engage municipalities over the coming months as we work towards implementing the strategy in a meaningful way. Technology and Innovation will be reaching out in the near future to seek your interest in engaging.

Should you have any questions or feedback on the proposed Digital Strategy or future opportunities to engage with your municipality, please contact Michael Crerar, Executive Director, Partnerships (michael.crerar@gov.ab.ca).

Please find the draft Digital Strategy Executive Summary attached. Please note that this is a confidential document, and we kindly request that you not share it externally.

We believe that Alberta's challenges are best solved together, and I look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'David James', with a long horizontal flourish extending to the right.

David James
Deputy Minister

Attachment – Executive Summary – Government of Alberta Digital Strategy



Dear Mayor and Council:

As you are aware, Parkland Community Planning Services is going through a period of transition, and we wish to provide you with an update.

Day to day operations continue, with an Interim Director and a core planning staff supported by our long-time office administrator. Also, GIS and Regional SDAB services are continuing with no interruptions.

The Board is actively seeking a new Director, one who will be tasked with a new focus on business development as well as oversight of professional planning services. The first round of applications and interviews was unsuccessful. However, we have adjusted our focus and the job posting, and will be advertising again very soon.

Planner recruitment has been initiated by the Interim Director, with a view to building capacity and re-starting a number of priority projects.

We have also been discussing our strategic direction, including the PCPS funding model.

It is clear the membership values the services of PCPS. As a non-profit agency, it provides responsive service and high quality work founded on strong relationships and an understanding of the needs of its member municipalities. In addition, the fees charged have been very cost-effective compared to the rates of private sector alternatives. Therefore, the agency's reasons for being have not changed, and the Board is committed to continuing.

However, the current funding model needs to be updated to ensure the long-term viability of PCPS. The current funding model means that our past Director worked virtually full-time on billable projects, leaving little time for business development and other strategic tasks that are necessary for any organization to thrive.

We are in the process of refining a new proposal and will be consulting with CAOs and Councils in the near future. While this is in the works, we will also be asking for extensions to your membership agreements which expire March 31st of this year.

Please feel free to reach out to me or our Interim Director, Albert Frootman, at pcps@pcps.ab.ca with any questions or concerns. We look forward to continuing to work with you.

Sincerely,

Tracey Hallman
Chair, PCPS Board

January 12th, 2023

The Honourable Jason Copping
Minister of Health
204, 10800 – 97 Avenue
Edmonton, AB T5K 2B6

VIA EMAIL health.minister@gov.ab.ca

Re: Ambulance Crisis

Dear Minister Copping:

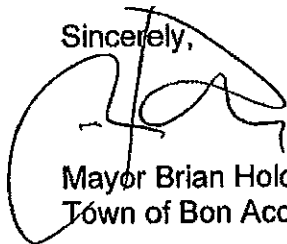
At the Regular Bon Accord Council Meeting on December 6, 2022, Council received a copy of correspondence from the Town of Ponoka to the Ministry of Health requesting support for their local fire department as first responders for emergency ambulance calls. Bon Accord Town Council fully stand with Ponoka in support of their request for better delivery of ambulance services across the province.

The incidents described in the letter show that ambulance service for rural Albertans is in severe crisis. What steps are being taken to remedy this detrimental situation for our communities? As Canadians, our section 7 Charter right to life, liberty, and security of person should be top priority. The current state of our ambulance service, or lack thereof, affirms instead that these rights hang in the balance.

These incidents, and others across the province, also show the value local fire departments bring to our communities. The lack of adequate ambulance service is placing unfair stress and expectations on volunteer firefighters and further putting the health and safety of Albertans in jeopardy.

These community volunteers and our communities deserve better. We hope your Ministry will make positive changes moving forward to uplift our communities during these difficult times.

Sincerely,



Mayor Brian Holden
Town of Bon Accord

cc: Premier Danielle Smith
Rachel Notley, Leader of the Opposition
Alberta Municipalities
Dale Nally, MLA – Morinville-St. Albert
Pat Mahoney, Fire Chief – Town of Bon Accord

From: Maryanne King <mking@npf-fpn.com>
Sent: January 13, 2023 9:19 AM
To: rfehr@villageofalix.ca
Cc: CAO
Subject: The NPF's Recommendations for a Safer Alberta - Budget 2023

Good morning Mayor Fehr,

We hope you are well, and that the Village of Alix is looking ahead to a prosperous 2023.

We continue to push back against the government's unnecessary, expensive, proposed provincial police service transition that is both unpopular and unfounded.

I'm connecting to share the National Police Federation's 2023 provincial pre-budget submission that was sent to the Government of Alberta earlier this month with you. Instead of spending the proposed \$371 million for one-time transition costs, we have made specific investment recommendations of the same amount to the Government of Alberta. Our recommendations direct this funding into concrete steps that the government can take toward improving public safety across the province today and into the immediate future.

Some highlights of our submission's recommendations include:

- \$164M to increase Regular Member strength by 633 additional positions, plus 250 administrative support staff;
- \$38M invested in proactive initiatives to reduce rural crime across the province, with an additional \$100M invested into areas across the public safety continuum to support rural and remote community access to services; and,
- \$4M in grant funding to municipalities in support of the implementation of Police Advisory Committees.

A release on our recommendations is [available for your reference](#), and a copy of our submission can be [accessed on our website for your consideration](#).

As we move toward a pivotal time for Alberta, we are asking the Government to listen to Albertans and invest in the critical services and programs they care about most.

If you have any questions or comments, please don't hesitate to connect.

Kind regards,

Maryanne King
Policy Advisor | Conseiller Politique
National Police Federation | Fédération de la Police Nationale
(587) 672-0695
npf-fpn.com



**NATIONAL
POLICE
FEDERATION** | **FÉDÉRATION
DE LA POLICE
NATIONALE**





261.1 3rd AVE SE, CALGARY, ALBERTA, T2A 7W7
WWW.ALTALINK.CA

January 18, 2023

**Central East Transfer-Out Transmission Project
Project update**

Thank you for your ongoing participation in the Central East Transfer-Out (CETO) Transmission Project. The Alberta Utilities Commission (AUC) approved the project in August 2021. We are providing you with an update about the project.

The construction of this project is staged to align with certain generation milestones. In December 2022, the Alberta Electric System Operator (AESO) directed AltaLink to begin Stage 1 of the project as the milestone had been met to trigger that stage.

ATCO Electric also has a portion of the project in its service area. You may receive information from ATCO Electric if their portion of the approved project is near you.

Stage 1 involves building a new double circuit 240 kilovolt transmission line and installing new equipment at the Gaetz Substation. AltaLink's new transmission line will be between AltaLink's existing Gaetz Substation and ATCO Electric's approved transmission line.

Please refer to the map included in this package to see AltaLink's approved route and the connection point with ATCO Electric.

If you have questions about the need for the project or the generation milestones, please contact the AESO at stakeholder.relations@aeso.ca or 1-888-866-2959.

Next steps

AltaLink is starting its pre-construction activities, including geotechnical surveys, environmental surveys, identifying structure locations, and land acquisition.

We will contact you if we require access to your property and notify you again as we get closer to the construction start date.

Contact us

We are available to address any questions or concerns you may have. Please contact us at stakeholderrelations@altalink.ca or 1-877-267-1453. Further information about this project and maps are available at <http://www.altalink.ca/projects>.

Sincerely,

Kris Gladue
Manager, Stakeholder Engagement



**Sustainable
Electricity
Leader**

