



Town of Bowden - Regular Council Meeting **AGENDA**

A Regular Council Meeting of the Town of Bowden to be held in Council Chambers,
at 2101 – 20 Avenue, Bowden, on February 13, 2023,
immediately following the Municipal Planning Commission Meeting.

1. CALL TO ORDER	
2. ADDITIONS / DELETIONS TO THE AGENDA & ADOPTION OF THE AGENDA	
3. ADOPTION OF PREVIOUS MINUTES	Pages
3.a January 23, 2023, Regular Council Meeting	2 – 4
4. PUBLIC HEARING	
None scheduled	
5. DELEGATIONS	
None scheduled	
6. BUSINESS ARISING FROM PREVIOUS MINUTES	5
6.a Bowden Hotel	6 - 7
6.b Letter of support re RCMP & Provincial Policing	8
7. BYLAWS & POLICIES	9 - 11
7.a Rates, Fees, Charges & Penalties Bylaw 01 – 2023	12 - 25
7.b Borrowing Bylaw 02 - 2023	26 - 27
8. NEW BUSINESS	28 - 29
8.a Alberta Municipalities – Spring Leaders Caucus	30 - 34
8.b Rural Renewal Stream	35 - 36
8.c Joint Use Planning Agreement	37 - 67
8.d Asset Management Strategy	68 - 73
8.e Federal Electoral Boundaries	74 - 76
9. FINANCIAL	77 -79
9.a Capital Budget 2023	80
10. CORRESPONDENCE	81
10.a Letter received from Mayor Sheila Gilmour, Town of Fox Creek.	82 - 83
10.b RDC Protective Service (January Enforcement Contract)	84
11. REPORTS	85
11.a CAO's Report	86
11.b Council Committee Reports (non submitted)	
11.c Society & Other Reports	87 - 102
12. MEETING ADJOURNMENT	



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**Town of Bowden – Regular Council Meeting
held on Monday January 23, 2023
at Town of Bowden Council Chambers.**

MINUTES

1. CALL TO ORDER

Mayor Robb Stuart called the meeting to order at 7:00pm.

PRESENT	Mayor	Robb Stuart	(Chair)
	Councillor	Deb Coombes	
	Councillor	Marie Flowers	
	Councillor	Wayne Milaney	
	Councillor	Sandy Gamble	
	Councillor	Randy Brown	

ABSENT	Councillor	Paul Webb
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STAFF	CAO	Rudy Friesen
	CFO	Jacqui Molyneux
	Recorder	Arno Glover

2. ADDITIONS / DELETIONS TO THE AGENDA & ADOPTION OF THE AGENDA

Motion 2.a

Moved by Councillor Randy Brown Council adopts the agenda, as presented.

MOTION CARRIED UNANIMOUSLY

3. ADOPTION OF PREVIOUS MINUTES

Motion 3.a.

Moved by Councillor Randy Brown that Council adopts the January 9, 2023, Regular Council Meeting Minutes as presented.

MOTION CARRIED UNANIMOUSLY

Motion 3.b.

Moved by Councillor Deb Coombes that Council adopts the January 18, 2023, Special Council Meeting Minutes as presented.

MOTION CARRIED UNANIMOUSLY

4. PUBLIC HEARINGS

There were no public hearings.

5. DELEGATIONS

There were no delegations.

000003

6. BUSINESS ARISING FROM PREVIOUS MINUTES**Agenda item 6.a Bowden Hotel**

CAO Rudy Friesen informed Council that both he and Mayor Robb Stuart would be meeting with the Minister of Infrastructure on January 24, 2023, in Edmonton.

There was no motion made regarding agenda item 6.a.

7. BYLAWS & POLICIES

No agenda item.

8. NEW BUSINESS**Agenda item 8.a RMA Spring Conference**

Motion by Councillor Marie Flowers that Mayor Robb Stuart and CAO Rudy Friesen attend the RMA 2023 Spring Conference.

MOTION CARRIED UNANIMOUSLY

Agenda item 8.b Volunteer Application Form

Administration submitted to Council an application for the Public Library Board.

Motion 8.b by Councillor Sandy Gamble that Council accepts the application for membership of the Public Library Board.

MOTION CARRIED UNANIMOUSLY

9. FINANCIAL**Agenda item 9.a 2023 Operating Budget**

Administration submitted to Council draft version 2 of the 2023 Operating Budget.

Council reviewed the changes to the initial draft budget which included a proposed 2% increase in property tax rates and a 4% Cost of Living Allowance (COLA) increase in wages for Town employees (with the exception of the CAO).

During the course of the budget deliberations, the following motions were made.

Motion 9.a by Councillor Randy Brown that Council adopts the 2023 Operating Budget as presented (including a 4% COLA increase) but with an amendment that property tax rates are revised (decreased) to a 1% increase.

MOTION DEFEATED

Motion 9.b by Councillor Deb Coombes that Council adopts the 2023 Operating Budget as presented (including a 4% COLA increase) but with an amendment that property tax rates are revised (decreased) to a 1.5% increase.

MOTION DEFEATED

Motion 9.c by Councillor Wayne Milaney that Council adopts the 2023 Operating Budget as presented (including a 4% COLA increase) but with the amendment that the residential and non-residential property tax rates are revised to a 1% increase and that the budget surplus amount is transferred to financial reserves.

MOTION CARRIED

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10. CORRESPONDENCE

Agenda item 10.a Letter received from Red Deer County Protective Services (December Enforcement Contract).

There was no motion made regarding agenda item 10.a.

11. REPORTS

Agenda item 11.a CAO's Report

CAO Rudy Friesen submitted his report to Council.

Agenda item 11.b Council Committee Reports

No reports submitted.

Agenda item 11.c Society & Other Reports

Mountain View Regional Water Services Commission (notes from Zoom meeting of Jan 18, 2023)

Motion 11.a. Moved by Councillor Randy Brown that Council receives, all the submitted reports as information.

MOTION CARRIED UNANIMOUSLY

12. CLOSED SESSION OF COUNCIL ("in camera")

Agenda Item 12.a (Financial)

No discussions took place within a closed session of Council.

13. MEETING ADJOURNMENT

Motion 13.a Moved by Councillor Marie Flowers at 8:16pm to adjourn the meeting.

MOTION CARRIED UNANIMOUSLY

Meeting Adjourned

Minutes signed by:

Mayor
Robb Stuart

CAO
Rudy Friesen

Regular Council Meeting: February 13, 2023.	Agenda Item: 6.a / 6.b
Prepared by: Arno Glover	Approved By: CAO
Report Type: Information only	Attachment(s): 1 Letter from Minister Nathan Neudorf 2 Letter to Premier Smith

Matters arising from past minutes are provided below – updates are highlighted in red.

Content:

6.a Bowden Hotel

Correspondence dated February 6 has been received from the Minister Nathan Neudorf (copy attached).

Administration has commenced planning conversations with the Properties Division, Project Manager on commencement of the project.

6.b Letter of Support re RCMP policing within the Province

Re: Motion 10.c (RCM 9 Jan 2023) Moved by Councillor Deb Coombes that Council endorses the correspondence and Administration to communicate accordingly with Premier Danielle Smith.

Administration has emailed a letter to Premier Danielle Smith in support of the letter submitted by Mayor Lance Colby, Town of Carstairs regarding planned changes to the policing model within the province.

AR 53799

February 6, 2023

His Worship Robb Stuart
Mayor
Town of Bowden
2101 20 Avenue, Box 338
Bowden, AB T0M 0K0

Dear Mayor Stuart:

Thank you for meeting with me on January 24, 2023, regarding the former Bowden Hotel property (Property).

The Property was vested to the Crown by virtue of the provisions of the *Business Corporations Act* and the *Unclaimed Personal Property and Vested Property Act*, after the original corporate owner was struck from the corporate registry in September 2018. Treasury Board and Finance owns the Property, and Infrastructure manages it on their behalf.

As discussed, Alberta Infrastructure is committed to commencing debris removal, followed by site-regrading on the Property site in summer 2023. Once reclamation and due diligence work is complete, including obtaining a clean environmental site assessment, we will first offer the Property to the Town of Bowden (Town) at fair market value. If the Town declines, Infrastructure will list the Property on the open market.

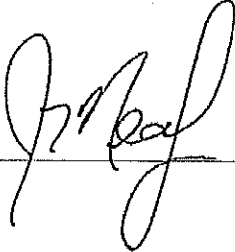
.../2

Robb Stuart
Page Two

000007

I appreciate you for taking the time to meet with me. If you have any questions, please contact Dale Beesley, Assistant Deputy Minister, Properties Division at 780-974 3069 or dale.beesley@gov.ab.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'N Neudorf', is written over a horizontal line.

Nathan Neudorf
Minister

cc: Honourable Travis Toews
President of Treasury Board and Minister of Finance

Dale Beesley
Assistant Deputy Minister, Properties Division, Alberta Infrastructure



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Town of Bowden
Box 338, 2101 20th Ave
Bowden, Alberta, T0M 0K0

February 7th, 2023

Premier Danielle Smith
Office of the Premier
307 Legislature Building
10800 – 97 Avenue
Edmonton, Alberta
T5K 2B6

RE: Correspondence from the Town of Carstairs

Premier Smith,

At its January 23rd, 2023 Regular Council Meeting approved a motion "...*endorsing the correspondence [From Carstairs Mayor Lance Colby] and directing Administration to communicate accordingly with Premier Danielle Smith.*"

The letter from Mayor Lance Colby is included with this letter as background. The Town of Bowden is very supportive of Mayor Colby's comments, and of the existing RCMP policing delivery model. Furthermore, as an Alberta municipality, we have many of the same questions of concern as raised in Mayor Colby's letter.

Thank you for your attention to this matter. We join the many other municipalities in Alberta in awaiting a positive outcome in these deliberations that will see the RCMP remain our provincial police force.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rudy Friesen".

Rudy Friesen
Chief Administrative Officer

Cc: Devin Dreesen – MLA, Innisfail Sylvan Lake
Lance Colby – Mayor, Town of Carstairs

Regular Council Meeting: February 13, 2023.	Agenda Item: 7.a / 7.b
Prepared by: Arno Glover	Approved By: CAO
Report Type: RFD	Attachment(s): 1. Rates, Fees, Charges & Penalties Bylaw 01 / 2023 2. Borrowing Bylaw 02 / 2023

1 Rates, Fees, Charges & Penalties Bylaw 01 / 2023

1.1 Background:

The attached draft Rates, Fees, Charges & Penalties Bylaw is submitted to Council as a Request for Decision.

This Bylaw repeals Rates, Fees, Charges & Penalties Bylaw 02 / 2022.

Bylaw 02 / 2022 requires updating following the budgeting decisions made by Council in the Regular Council Meeting of January 23, 2023.

1.2 Amendments

Revisions to this Bylaw are as follows:

i
Schedule C – Recreation (Arena).
Winter Ice Rental Rates and Arena Summer Rental Rates are now plus GST as opposed to GST included. This effectively provides for a 5% increase on arena rental rates.

ii
Schedule E – Utilities
The water consumption rate (per m³) has increased from \$3.00 to \$3.10.
The sanitary sewer usage fee has increased from \$3.10 to \$3.20.

iii
Schedule H – Bylaw Control & Enforcement Penalties.
The list of penalties reproduced from other Town Bylaws have been removed.
Bylaw provisions H1 / H2 / H3 are new.

1.3 Alternative Actions:

That Council by resolution:

- i. adopt Rates, Fees, Charges & Penalties Bylaw 01 / 2023,
or
- ii. makes recommendations to Administration on further amendments as required.

1.4 Recommended Action:

That Council:

- i. grants first reading to Rates, Fees, Charges & Penalties Bylaw 01 / 2023 as presented,
- ii. after second reading unanimously vote in favour of allowing a third reading,
- iii. adopt Rates, Fees, Charges & Penalties Bylaw 01 / 2023.

Proposed Motions:

Motion by Councillor _____ that Council give first reading to Rates, Fees, Charges & Penalties Bylaw 01 / 2023.

Motion by Councillor _____ that Council give second reading to Rates, Fees, Charges & Penalties Bylaw 01 / 2023.

Moved by Councillor _____ that Council unanimously give consideration to a third reading of Rates, Fees, Charges & Penalties Bylaw 01 / 2023.

Motion by Councillor _____ that Council give third and final reading to Rates, Fees, Charges & Penalties Bylaw 01 / 2023 and is adopted accordingly and made effective once duly signed.

or,

Motion by Councillor _____ that Council give first reading to Rates, Fees, Charges & Penalties Bylaw 01 / 2023.

Moved by Councillor _____ that Council direct Administration to make amendments to Rates, Fees, Charges & Penalties Bylaw 01 / 2023 as directed.

1.5 Future Action:

Upon adoption of the bylaw, Administration to publish a copy of the bylaw on the Towns' website.

2 Borrowing Bylaw 02 / 2023**2.1 Background:**

The attached draft Borrowing Bylaw is submitted to Council as a Request for Decision.

This Bylaw repeals Borrowing Bylaw 01 / 2022.

The Borrowing Bylaw satisfies section 251(1) and section 256(1) of the MGA covering the operating load facility (line of credit) provided by ATB Financial.

2.2 Amendments

Revisions to this Bylaw are as follows:

i

The amount of taxes estimated to be levied for the current year reflects the tax revenues amount in the 2023 Operating Budget.

ii

All dates have been changed from 2022 to 2023.

Note: The amount of the facility remains unchanged at \$200,000.00, and the interest rate remains unchanged at prime rate less 0.25%.

2.3 Recommended Action:

That Council:

- i. grants first reading to Borrowing Bylaw 02 / 2023 as presented,
- ii. after second reading unanimously vote in favour of allowing a third reading,
- iii. adopt Borrowing Bylaw 02 / 2023.

Proposed Motions:

Motion by Councillor _____ that Council give first reading to Borrowing Bylaw 02 / 2023.

Motion by Councillor _____ that Council give second reading to Borrowing Bylaw 02 / 2023.

Moved by Councillor _____ that Council unanimously give consideration to a third reading of Borrowing Bylaw 02 / 2023.

Motion by Councillor _____ that Council give third and final reading to Borrowing Bylaw 02 / 2023 and is adopted accordingly and made effective once duly signed.

2.4 Future Actions:

Upon adoption of the bylaw, Administration is to:

- (i)
publish a copy of the bylaw on the Towns' website.
- (ii)
provide a copy of the bylaw to ATB Financial.



Town of Bowden
Box 338, 2101 20th Ave
Bowden, Alberta, T0M 0K0

Town of Bowden – Province of Alberta RATES, FEES, CHARGES, & PENALTIES BYLAW 01 / 2023

A Bylaw of the Town of Bowden, in the Province of Alberta, pursuant to the provisions of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta,

Whereas the Municipal Government Act, RSA2000, Chapter M-26 (as amended over time) Part 2 Bylaws, Section 7 provides that Council may pass bylaws for municipal purposes respecting:

- i. the services provided by or on behalf of the municipality,
- ii. the enforcement of bylaws including fines & penalties.

And whereas the Municipal Government Act, RSA2000, Chapter M-26 (as amended over time) Part 2 Bylaws, Section 8 provides that Council may pass bylaws for municipal purposes respecting, including but not limited to:

- i. the provision of a system of licences, permits or approvals,
- ii. the establishment of taxes for the purpose of raising revenue,
- iii. the establishment of fees for persons or businesses who do not reside or maintain a place of business within the municipality,
- iv. intermunicipal licencing programs.

And whereas the Council of the Town of Bowden wishes to incorporate in one bylaw rates, fees, charges, levy's, fines, and penalties so as to facilitate a regular review, appraisal and public transparency of such rates, fees, charges, levy's fines, and penalties.

Now therefore, the Council of the Town of Bowden hereby enacts as follows:

1 SHORT TITLE

This bylaw may be known as and cited as the "Rates & Fees Bylaw".

2 PURPOSE

The purpose of this bylaw is to set rates, fees, charges, levies, fines, and penalties that will be charged for the services provided by the Town.

3 DEFINITIONS

In this bylaw (and the attached Schedules) the following definitions apply:

Bylaw

Means this bylaw and all other Town bylaws made pursuant to the authority of the MGA, and includes any regulation, enactment or policy made pursuant to the authority of this or any other Town bylaw.

CAO (Chief Administrative Officer)

Is the person appointed by the Council into the position of Chief Administrative Officer for the Town of Bowden in accordance with the MGA and is the administrative head of the Municipality (and includes any person given designated responsibilities by the CAO).

Council

Means the duly elected Municipal Council of the Town of Bowden.

Municipality

Means the Town of Bowden, a municipal corporation within the Province of Alberta.

MGA

Means the Municipal Government Act, RSA2000, Chapter M-26, and any regulations made thereunder, as amended over time.

Occupant

A person (other than an owner) occupying or exercising control over, or having right to occupy or exercise control over, land or property or buildings (not owned by the Municipality) either as a tenant or lessee for the purpose of residential or commercial activity under agreement with the owner of the land or property or buildings.

Owner

Means a person who is one or more of the following:

- a) the registered / legal owner of the property,
- b) recorded as the owner of the property on the assessment roll of the Town,
- c) an authorized occupier of a property or premise,
- d) the person who has lawful possession of a property or premise,
- e) the person who has the right to exercise control over a property or premise,
- f) in control or development of a property or premise under construction.
- g) a person who is in control of an animal or vehicle or equipment

Person

Means any of the following:

- a) an individual (resident / non-resident or visitor),
- b) a legal entity or business entity, including a firm, developer, contractor, association, partnership, society, or corporation,
- c) a trustee, executor, administrator, agent, or employee of either a) or b),
- d) unless the context otherwise requires, this does not include the Town.

Premise

Means any of the following:

- a) private land
- b) any building or a structure (either occupied or unoccupied)
- c) both or part of a) & b)

In addition, any building or structure or any part or portion of a building or structure, including any land used in connection with that building or structure for the purposes of:

- a) providing parking for vehicles,
- b) displaying or storing vehicles, equipment or other articles or things,
- c) enhancing the appearance or use of the building or structure,
- d) carrying out activities that are ancillary to the activities carried in or on that building or structure.

Property

Means any of the following:

- a) any public or private land,
- b) any building or structure (either residential or non-residential / occupied or unoccupied),
- c) a parcel of land as registered with Alberta Land Titles.
- d) both or part of a) & b),

situated within the Municipality.

Pursuant to

Means to execute, carry out or investigate an activity in accordance with the requirements of a statute, ruling, policy, order, or request.

Reasonably Practicable

Means fulfilling a legislative or practical obligation in a way that:

- a) is feasible given the circumstances and,
- b) would be considered appropriate by a reasonable person in similar circumstances.

Remedial Order

An order to remedy contraventions issued in accordance with section 545 of the MGA.

Resident

Means a person who resides within a Town of Bowden address (postal code T0M 0K0), or an organization that is based within the Municipality, or any person, group or team as determined by the CAO as being a "resident" at the sole discretion of the CAO (on a case-by-case basis, without setting of any precedent).

Residential

Means a premise where no commercial activity or business is carried out (unless authorized by permit through a Business Licence).

Town

Means the municipal corporation of the Town of Bowden.

Words (interpretation)

- i. "may" is to be construed as permissive and empowering,
- ii. "must" is to be construed as imperative,
- iii. "shall" is to be construed as imperative,
- iv. "should" is to be construed as a recommended,
- v. "including but not limited to" means when listing a number of items, does not limit the bylaw term to only those words or those items listed.

4 DESIGNATION OF AUTHORITY**4.1 Authority of Council**

Council will set rates, fees, charges, levies, penalties, and fines as set out in within this bylaw.

4.2 Authority of the CAO

4.2.1

Council authorizes the CAO to conduct all actions necessary in order to fulfill the responsibilities and duties legislated under any statutory enactment, regulation, order, this bylaw, or any other Town bylaw.

4.2.2

Without limitation, the CAO is empowered to provide for:

- i. administering or enforcing the provisions of this bylaw,
- ii. facilitating the billing and collecting of fees & penalties,
- iii. granting licences, approvals and permissions as set out in this bylaw,
- iv. approving exemptions to this bylaw or waiving penalties where appropriate or necessary,
- v. imposing additional costs or penalties associated with the collection of unpaid rates, fees, charges, and fines,
- vi. the recovery of any unforeseen costs associated with the provision of Town services,
- vii. any action or decision deemed as being reasonably practicable.

4.2.3

The provisions within any section of this bylaw where relevant, do not apply in cases where there is a temporary relaxation of any provision made by the CAO due to special circumstances or other special arrangements.

4.2.4

Where rates have not been established for a particular service, the CAO may establish and levy charges for services on a cost recovery basis for those services provided by the Town.

4.2.5

The CAO has the authority to make an exception to any rates, fees, charges, fines, or penalties contained within this bylaw at his / her own discretion without precedent in response to abnormal circumstance or needs or situation at the time (eg: an emergency action).

4.2.6

The CAO has the authority to impose unspecified rates, fees, charges, fines, or penalties at his / her own discretion, without precedent, dependent upon the context, nature, and severity of a matter or the specific nature of a bylaw offence.

4.2.7

(i)

The CAO may issue a written warning that:

- i. directs a person to take action to remedy any contravention of this bylaw,
- ii. states the action the Town will take to remedy the contravention.

(ii)

This may lead to the issue of:

- i. a written warning,
- ii. a specific penalty listed for an offence as identified within this bylaw or any other Town bylaw,
- iii. an unspecified penalty of not less than \$50 up to a maximum of \$15000 for any offence,
- iv. the issue of a Remedial Order to remedy the infraction in accordance with Division 4 Enforcement of Municipal Law and section 545 of the Municipal Government Act,
- v. any or all of i) to iv) above.

4.2.8

The CAO may delegate powers to Designated Officers as deemed appropriate or necessary.

4.2.9 Right of Appeal

Any person who considers themselves exempt of a rate, fee, charge, levy, fine or penalty or considers themselves aggrieved by a decision of the CAO (or a Designated Officer of the Town), may make an appeal to Council in accordance with the procedures outlined within the Council Procedural Bylaw 08 / 2020.

Council's decision in respect of an appeal will be final and binding.

5 APPLICABILITY

5.1

This bylaw applies to all persons, owners, occupants, residents, customers, and businesses within the Town of Bowden municipal boundaries.

5.2

General Sales Tax (GST) will be applied in accordance with the statutory requirements of the Canada Customs and Revenue Agency (CRA) where applicable.

5.3

Nothing in this bylaw (either by inclusion or omission) exempts or relieves any person from:

- i. complying with the provision of any federal, provincial, enactment, code, or regulation,
- ii. any requirement of any lawful permit, order, or licence,
- iii. any fine, charge, fee or rate charge made by any other federal or provincial legislation or regulatory body.

5.4

The rates, fees, charges, levy's, fines and penalties stated within this bylaw may be enforced by the provisions contained within the Municipal Government Act (Part 13, Division, 4 Enforcement of Municipal Law), the Provincial Offences Procedures Act, R.S.A. 2000 C. P-24, or any other Provincial or Federal regulation where valid and enforceable.

5.5

Exceptions (either permanent or temporary) to any provision within this bylaw:

- i. are at the discretion of the CAO, due to special circumstances, arrangements or need,
- ii. are as stated in this bylaw,
- iii. may apply to any Designated Officer or person acting under authority, or agreement or in the normal course of their official duties, for example: Peace Officers, RCMP, Fire Department.

5.6

All references in this bylaw to an act, statute, regulation, or other bylaw refer to the current version of that enactment, as amended or replaced from time to time including all successor legislation.

6 SCHEDULES

6.1 Schedules attached to this bylaw:

Schedule A	Administration & Public Works
Schedule B	Business Licence
Schedule C	Recreation (Arena)
Schedule D	Planning / Development & Property Tax
Schedule E	Utilities
Schedule F	Cemetery
Schedule G	Animal Licencing
Schedule H	Bylaw Control & Enforcement Penalties

6.2

All schedules attached to this bylaw form part of this bylaw.

7 SEVERABILITY

Every provision of this bylaw is independent of all other provisions. If any provision of this bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this bylaw shall remain valid and enforceable.

The addition or amendment of a rate, fee, charge, levy, fine or penalty in any section of this bylaw shall only affect that particular section of this bylaw and all other sections shall remain in full force and effect.

8 BYLAW PRECEDENCE

This bylaw (and the attached schedules) supersedes and takes precedence over all previously passed bylaws that make reference to, or include specific fees, charges, rates, levies, fines or penalties.

Bylaw **02 / 2022** and all amendments thereto are hereby repealed.

This bylaw will come into effect on the final day of passing and signature thereof.

Read a first time in open council this **th day of ***** 2023,
Read a second time in open council this **th day of ***** 2023,
and finally passed by unanimous consent of the Councillor's present.
Read a third time in open council this **th day of ***** 2023.

Robb Stuart
Mayor

Rudy Friesen
Chief Administrative Officer

SCHEDULE A Administration & Public Works

Service Description	Unit of Measure	\$ (GST included)
Office Services		
Photocopy	Per page single sided	\$0.25
Fax / email	Per page (incoming / outgoing)	\$1.00
Finance (Accounts Receivable)		
Bank charges re: NSF & returned cheques	Per occurrence	\$25.00
Overdue Accounts (terms 30 days net)	Balances outstanding per month	2% ① (plus GST)
Town Newsletter Advertising Rates ②	Business card size (colour)	\$12.00
	Half page (colour)	\$50.00
	Full page (colour)	\$100.00
Copies of Financial Statements or Bylaws	Per document	\$20.00
General Administration Fee	Per hour	\$25.00
Services provided under the Freedom of Information & Protection of Privacy Act (FOIP)	Per section 93 FOIP Act revised Nov 2019 (or as amended over time)	No greater than actual cost
Public Works		(no GST)
Hydrovac disposal of waste (by agreement with CAO)	Per load	\$50.00
General labour (by agreement with CAO)	Per hour	\$50.00

Notes

①

Payment terms on all account balances for goods & services supplied as invoiced is 30 days.

Payment must be made in full within stated payment terms.

An interest penalty of 2% per month will be levied on all outstanding balances.

②

Material content and payment for Newsletter Advertising must be submitted prior to the 15th day of the month the Newsletter is published.

The minimum contractual term is three months.

SCHEDULE B Business Licence

Service Description	Unit of Measure	\$ (GST included)
Licence Fee		
Business Licence - resident	Per calendar year	\$25.00
Business Licence - non-resident	Per calendar year	\$100.00
Business Licence - resident (after Aug 31 st)	Per month pro rata	\$5.00
Business Licence - non-resident (after Aug 31 st)	Per month pro rata	\$10.00
Business Licence - resident (temporary) ❶	Per licence	\$25.00
Business Licence - non-resident (temporary) ❶	Per licence	\$50.00
Penalties		(no GST)
Breach of Business Licence Bylaw	Per occurrence	\$250 to \$1000
Breach of Business Licence Bylaw	Repeat of offence	\$500 to \$2500

Notes

❶ A temporary Business Licence is valid for a period of two weeks only.

SCHEDULE C Recreation (Arena)

Service Description	Unit of Measure	\$ (plus GST)
Winter Ice Rental Rates^②	Minimum time charged 1 hour	
Prime time (4:00pm until closing & weekends)	Additional time charged per ½ hour	
Resident (youth team or group)	Per hour	\$90.00
Non-Resident (youth team or group)	Per hour	\$130.00
Resident (adult)	Per hour	\$140.00
Non-Resident (adult)	Per hour	\$160.00
Non-Prime time	additional time charged per ½ hour	
Youth	Per hour	\$85.00
Adult	Per hour	\$110.00
Bowden School	Per student per rental time slot	\$1.05
Upstairs lobby	Per event / booking	\$25.00
Arena – Summer Rental Rates		
Youth	Per hour	\$65.00
Adult	Per hour	\$85.00
Resident “non profit”	Per day	\$381.15
Resident “commercial event”	Per day	\$444.68
Non-Resident “commercial event”	Per day	\$571.73
Rink Board Advertising ^①		(plus GST)
Wall Board (standard size 96” x 48”)	Per annum	\$300.00
Rink Board (dasher board size 96” x 30”)	Per annum (3-year contract)	\$400.00
	Annual (1-year contract)	\$500.00
Installation	Per sign	\$100.00

Notes

- ① The artwork design and manufacture of each sign is not included in these fees.
 ② An interest penalty of 2% per month will be levied on all outstanding balances.

SCHEDULE D Planning / Development & Property Tax

Service Description	Unit of Measure	\$ (GST not included)
Property Tax		
Tax Certificate	Per roll number	\$25.00
Assessment Appeal Submission Fee	Per appeal	\$50.00
Tax Penalties (section 344 MGA applies)		
Current Year (as per Taxation & Property Assessment Notice)	Payment in full by June 30 th (or by Tax “TIPPS” program)	No penalty
Current Year (as per Taxation & Property Assessment Notice)	Later than June 30 th deadline	12%❶
Tax Arrears	All outstanding balances	15%❷
Appeal of Property Assessment	Residential	\$50.00
	Commercial	\$300.00
General Administration Fee	Per hour	\$25.00
Landowner Assessment Record / Tax Searches		\$20.00
Land Use Bylaw		
Off Site Levy	Residential (per Hectare)	\$15000
	Commercial (per Hectare)	\$15000
	Industrial (per Hectare)	\$15000
Land Use Planning & Development		
Planning & Development Service Fees	rates determined by Red Deer County ❸	
Land Use Bylaw		
Penalties for specified offences under the Land Use Bylaw	First Offence	Written Warning
	Second Offence	\$250.00
	Third Offence	\$500.00
	Fourth Offence	\$1000.00
Penalties for unspecified offences under the Land Use Bylaw	Not less than	\$250.00
	Not more than	\$10000.00

Notes

- ① Tax payment must be made in full by June 30th. A penalty of 12% will be levied on the amount of any remaining balance.
- ② Current year taxes and penalties (combined) that remain unpaid by December 31st within any tax year become "tax arrears" and are subject to a further tax penalty of 15% effective January 1st. Property Owners who default on payments under the monthly Tax Payment Program (TIPPS) will incur tax penalties as set out in ① above and ②.
- ③ Red Deer County is the approved Development Authority under a Municipal Services Agreement between the Town of Bowden and Red Deer County. Please refer to the Planning & Development page of the Red Deer County web site.

<http://www.rdcountry.ca/170/Planning-Development>

SCHEDULE E Utilities

Specific Services & Penalties	Unit of Measure	\$ (GST included)
Water Supply & Services		
Water meters & radio readers	Per meter / radio reader	Cost (plus 10%)
Meter inspection & testing (refunded only if meter is faulty)	Deposit	\$400.00
Utility reconnection fee	Per occurrence (plus cost)	\$55.00
Tampering with or operating utility shut-off valve	Per occurrence	\$300.00
Penalty for utility account arrears	all outstanding balances	Monthly 2%
Service charge per account per month	Monthly	\$10.00
Water consumption	Actual per cubic meter (1m ³)	\$3.10
Bulk Water	Actual per cubic meter (1m ³)	\$5.00
Sanitary Sewer (wastewater)		
Service charge per account per month	Monthly	\$10.00
Usage fee (calculated pro rata on metered water)	Per cubic meter (1m ³)	\$3.20
Flat rate fee per business ^① (where applicable)	Monthly	\$50.00
Garbage & Recycling		
Solid Waste Cart Collection ^② (max 3 carts per property)	Monthly per cart	\$11.00
Recycling Cart Collection ^② (max 3 carts per property)	Monthly per cart	\$11.00
Cart replacement	Per cart	\$85.00 (plus GST)

Notes

- ① A Flat rate fee will be levied on commercial businesses, to cover wastewater charges, where no water meter is connected but sanitary sewer service is provided.
- ② Residential participation is mandatory – commercial participation is optional.

SCHEDULE F Cemetery

Service Description	Unit of Measure	\$
Sale of Plots		(plus GST)
Resident		
Grave Plot	Per plot	\$300.00
Field of Honour	Per plot	\$150.00
Non-Resident ^①		
Grave Plot	Per plot	\$1000.00
Field of Honour	Per plot	\$150.00
Preparation of Plots		
Monday to Friday 8.00am to 3.30pm		
Open & Closure of burial plot (casket)	Per plot	\$600.00
Open & Closure of burial plot (cremains)	Per plot	\$250.00
After 3.30pm on weekdays, weekends, Stat Holiday ^②		
Open & Closure of burial plot (casket)	Per plot	\$750.00
Open & Closure of burial plot (cremains)	Per plot	\$350.00
Vaults (for cremains)	Per unit	\$150.00 (no GST)
Columbarium		(GST included)
Niche (Resident) (includes first opening & plaque installation)	Per unit	\$900.00
Niche (Non Resident) (includes first opening & plaque installation)	Per unit	\$1400.00
Niche (Veteran or Veteran's spouse) (includes first opening & plaque installation)	Per unit	\$450.00
Second & subsequent opening (Mon to Fri 8.00am to 3.30pm)	Per opening	\$100.00
Second & subsequent opening (after normal working hours)	Per opening	\$150.00
Memory Wall or Niche Plaques (rates as per Nelson Granite)	Per plaque	variable
Installation of Memory Wall Plaques	Per installation	\$52.50
Disinterment (by agreement with CAO)	By agreement	variable

Notes

① Non-Resident is defined as an individual who has never resided in either the Town of Bowden or Red Deer County.

② Where a lot is either opened or closed (in part) after 3.30pm or at a weekend or on a statutory holiday or when hard frost conditions persist then the higher rate applies.

SCHEDULE G Animal Licencing

Specific Fees	Unit of Measure	\$ (GST included)
Licence Fee		
Licence purchased before 31st Jan in current year		
Spayed or neutered dog	Annually per calendar year	\$15.00
Unaltered dog	Annually per calendar year	\$20.00
Vicious or dangerous dog ❶ (subject to Court Order)	Annually per calendar year	\$250.00
Licence purchased after 31st Jan and before 31st Jul		
Spayed or neutered dog	Annually per calendar year	\$30.00
Unaltered dog	Annually per calendar year	\$40.00
Vicious or dangerous dog ❶ (subject to Court Order)	Annually per calendar year	\$250.00
New resident fee or fee for new pet		
Spayed or neutered dog	after 31 st July	\$15.00
Unaltered dog	after 31 st July	\$20.00
Other Fees		
Hobby Licence (purchased anytime)		\$50.00
Transfer of licence		No Fee
Service or guide dog (Owner has Service Dog Identification Card)		No Fee
Replacement tag	Per request	\$5.00
Impoundment and capture fees	Cost recovery basis	variable
Veterinary fees	As incurred	cost

Notes

- ❶ As defined and subject to provisions contained within the Town of Bowden Animal Control Bylaw.

SCHEDULE H Bylaw Control & Enforcement Penalties

H1

Reference should be made to all Town of Bowden bylaws for any other applicable rates, fees, and charges that are not specifically contained within this bylaw.

H2

Reference should be made to all Town of Bowden bylaws for any other fines or penalties that are not specifically contained within this bylaw, but which are associated specifically with the contravention of a provision within that bylaw.

H3

Reference should be made to the provisions set out in this bylaw specifically in terms 4.2.4, 4.2.5, and 4.2.6 with regard to ad-hoc, exceptional or additional rates, fees, charges, levies, fines, or bylaw control or enforcement penalties.



Town of Bowden
Box 338, 2101 20th Ave
Bowden, Alberta, T0M 0K0

Town of Bowden – Province of Alberta BORROWING BYLAW 02 /2023

Whereas the Municipal Government Act, RSA2000, Chapter M-26 (as amended) section 251 provides that a Municipality may only make a borrowing if the borrowing is authorized by a Borrowing Bylaw,

And whereas, the Municipal Government Act, RSA2000, Chapter M-26 (as amended) section 256 provides that a Municipality may make a borrowing for the purpose of financing operating expenditures,

And whereas, the amount of taxes estimated to be levied for the year 2023 by the Town of Bowden for all purposes is estimated to be the sum of One Million, Three Hundred and Twenty-Two Thousand, Eight Hundred and Fifty-Seven dollars, (\$1,322,857),

And whereas, the Municipal Council of the Town of Bowden deems it necessary to authorize the short-term borrowing for the sum of up to Two Hundred Thousand Dollars (\$200,000) to finance budgeted operating expenditures,

And whereas, the amount of borrowings made for the purpose of financing operating expenditures will not exceed the amount of taxes estimated to be levied for the year 2023 by the Town of Bowden,

Now therefore, the Municipal Council of the Town of Bowden hereby enacts as follows:

1 SHORT TITLE

This Bylaw may be known as and cited as the "Borrowing Bylaw".

2 AGREEMENT

2.1 That the Municipal Council of the Town of Bowden borrow from ATB Financial up to the sum of Two Hundred Thousand Dollars (\$200,000) an "operating loan facility" to meet the operating expenditures and obligations of the Town of Bowden for the year 2023, and further agree to pay interest on the daily outstanding principal at "prime" minus 0.25% per annum, payable on the last day of each month.

2.2 That the Chief Elected Official and the Chief Administrative Officer of the Town of Bowden are authorized to:

- i. arrange with ATB Financial for the amount of a loan of \$200,000, and for the terms and conditions of the loan to be entered into agreement with ATB Financial,
- ii. as security for the loan, provide ATB Financial all such promissory notes as may be required to provide evidence of the debt,

- iii. as security for the loan, provide ATB Financial all such securities as may be required to provide to secure repayment of the loan and interest thereon,

2.3 The source of money to be used to repay the principal and interest owing under this borrowing agreement are reserves, and revenues received from the collection of property taxes.

2.4 The facility is payable in full, on demand, by the Lender.

2.5 The amount to be borrowed and the term of the loan will not exceed the requirements set out within the Municipal Government Act.

3 BYLAW PRECEDENCE

This Bylaw supersedes and takes precedence over all previously passed Bylaws that are referred to as the Borrowing Bylaw.

Bylaw **01 / 2022** and all amendments thereto are hereby repealed.

This Bylaw will come into effect on the final day of passing and signature thereof.

Read a first time in open council this th day of February 2023,

Read a second time in open council this th day of February 2023,

and finally passed by unanimous consent of the Councillor's present.

Read a third time in open council this th day of February 2023,

Robb Stuart
Mayor

Rudy Friesen
Chief Administrative Officer

Regular Council Meeting: January 23, 2023.	Agenda Item: 8.a
Prepared by: Arno Glover	Approved By: CAO
Report Type: Information / RFD	Attachment(s): 1 Alberta Municipalities Agenda 2 Draft letter to Alberta Labour & Immigration 3 Copy letter received from CARE 4 Joint Use Planning Agreement 5 Asset Management Strategy 2023

Content:**8.a Alberta Municipalities – Spring Municipal Leaders Caucus**

Alberta Municipalities are holding a Municipal Leaders Caucus in Edmonton from March 29 / 30 at the Westin Hotel in Edmonton.

The CAO has reserved attendance to attend the latter part of this conference (ie: the Municipal Leaders Caucus).

Administration has determined that there is no requirement or need to attend the "Presidents Summit on the Future of Municipal Government" (ie: the first day of the conference).
Administration has obtained copies of the published report covering this subject matter.

8.b Rural Renewal Stream

Administration is proposing that the Town of Bowden partners with the Town of Innisfail in a joint application to register as a "designated community" under the Rural Renewal Stream.

The scheme is designed to address current labour needs and skills shortages within rural central Alberta.

Administration submits the draft correspondence letter to Council for discussion and approval of membership to the program.

Recommended Motion.

Motion by Councillor _____ that Administration corresponds with Alberta Labour & Immigration to request partnership with the Town of Innisfail in the Rural Renewal Steam program.

8.c Joint Use Planning Agreement

The Town is required to enter into a Joint Use Planning Agreement (JUPA) with school boards operating within the municipality (sections 670.1 / 672 / 673 Municipal Government Act).

JUPA's are a formal partnership between a municipality and a school board to, "enable the integrated and long-term planning and use of school sites on municipal land".

A JUPA must establish a process for:

- the planning, development, and use of school sites in the municipality,
- transferring land between a municipality and a school board,
- the disposal of school sites,
- the servicing of school sites,
- the use of school facilities, municipal utilities and playing fields,

A JUPA must also:

- outline how a municipality and school board will work collaboratively,
- establish a dispute resolution procedure,
- establish a timeframe for regular review of the agreement.

These agreements must be in place by June 10, 2023.

Attached is a final draft of the JUPA between the Town of Bowden and Chinooks Edge School Division.

The agreement has been drafted by Shawn Russell, Associate Superintendent Corporate Service, Chinooks Edge School Division.

Town of Bowden additions & amendments to the agreement are highlighted in yellow.

Administration submits the draft JUPA to Council for approval.

Recommended Motion.

Motion by Councillor _____ that Administration partners with Chinooks Edge School Division in the Joint Use Planning Agreement as presented.

8.d Asset Management Strategy

To support small municipalities in embracing asset management, the Rural Municipalities of Alberta, Alberta Municipalities, and Infrastructure Asset Management Alberta have organized a program of courses and workshops to assist Municipalities in developing asset management programs.

Administration attended the second workshop in the program in Strathmore last week.

The attached Asset Management Strategy document confirms the direction and objectives that Administration will follow in order to maintain focus and momentum for developing and creating an Asset Management Plan.

This document is submitted to Council for information.

8.e Federal Electoral Boundaries

Administration has provided Council with a news article reproduced from Mountain View Today with regard to the proposed changes to the Federal Electoral Boundaries.

This article is submitted to Council for information.

Agenda

President's Summit on the Future of Municipal Government

March 29 and 30, 2023

Westin Hotel Edmonton

Subject to adjustment

Wednesday, March 29

Time	Description
9:00 a.m.	Registration opens, coffee and pastries provided
10:00 a.m.	Welcome - Why, What, Who and How Description: President Heron will provide background on the Future of Municipal Government project, what we have learned so far, what's coming next for the project and what we hope to accomplish together through the Summit.
10:15 a.m.	The Future is Engaged Description: Facilitator Shawn Bravender will provide the rules of engagement for the day and lead a brief interactive exercise to show who is represented in the room.
10:35 a.m.	The Future is Collaborative Description: Professor Sandeep Agrawal will provide an overview of recommendations in his paper 'Local Governance in Alberta: Principles, Options, and Recommendations' and share his thoughts on initial feedback from municipalities.
10:55 a.m.	Time for quick clarification questions
11:00 a.m.	The Future is Facilitated: the role of facilitation, mediation, and arbitration in supporting intermunicipal relationships Description: By its nature, successful collaboration requires effective dispute resolution processes. Practitioners will share their experience with the role that facilitation, mediation, and arbitration can play in intermunicipal collaboration and provide tips and real-world examples of how to build strong relationships, avoid conflict and effectively address conflict when it does occur.
11:55 a.m.	Q&A
12:15 p.m.	Lunch
1:15 p.m.	Table Discussion Sample questions: <ul style="list-style-type: none"> What are your thoughts on the information presented on dispute resolution processes? <ul style="list-style-type: none"> What has worked well in your municipality to build relationships and resolve disputes?

	<ul style="list-style-type: none"> o What dispute resolution resources do you most need?
1:45 p.m.	Report back from discussion on dispute resolution processes
2:00 p.m.	Cross Country Check-up Panel Description: No matter how municipalities are structured within a province, some degree of intermunicipal collaboration is required. Representatives from municipal associations across Canada join President Heron for a discussion on what intermunicipal collaboration looks like in their province, the role of their provincial government in supporting municipalities, hard learned lessons and successes to adapt in Alberta.
3:00 p.m.	Break
3:15 p.m.	Q&A
3:30 p.m.	Table Discussion Sample Questions: <ul style="list-style-type: none"> • What are your thoughts on the information presented by the Cross Country Check-up Panel? <ul style="list-style-type: none"> o What should be adapted and implemented in Alberta? o What should be avoided?
4:00 p.m.	Report Back
4:05 p.m.	Wrap up Comments
4:10 p.m.	Close
	Free Time
5:30 p.m.	Cocktails
6:00 p.m.	Dinner Stations (including Potato Bar and Carving Station!)
7:00 p.m.	The Future is Funny <ul style="list-style-type: none"> • Interactive sketch comedy
7:30 p.m.	Dessert stations and more networking

Thursday, March 30

Time	Description
8:00 a.m.	Breakfast
9:00 a.m.	Welcome - what happened yesterday and what will happen today
9:15 a.m.	Breakout sessions based on size/circumstance/geography <ul style="list-style-type: none"> • One Big Happy Family? Opportunities and challenges for collaboration in metropolitan regions • Working for the Win-win: Making community centered collaboration work • Small but Mighty: Finding strength in collaboration
11:30 a.m.	Report back from each breakout session
11:45 a.m.	What I Learned by President Heron
12:00 p.m.	Lunch transition to Municipal Leaders Caucus <ul style="list-style-type: none"> - Please note, if you are registered for President's Summit ONLY, lunch will be in a to-go box.

Draft Agenda for Spring 2023 Municipal Leaders' Caucus
March 30, and 31, 2023
Westin Hotel, 10135-100 Street NW, Edmonton
Subject to Change

Thursday, March 30 – Municipal Leaders' Caucus	
1:00 p.m.	Welcome and transition from President's Summit to Municipal Leaders' Caucus
1:05 p.m.	Education/Engagement Session I – ABmunis' Election Strategy
1:55 p.m.	Break
2:10 p.m.	Education/Engagement Session II – Update from RCMP "K" Division
3:05 p.m.	Education/Engagement Session III – Family and Community Support Services
4:00 p.m.	Requests for Decision
4:15 p.m.	Closing Remarks
4:30 p.m.	Networking Session

Friday, March 31 – Municipal Leaders' Caucus	
8:00 a.m.	Registration and Breakfast
9:00 a.m.	Opening Remarks
9:05 a.m.	Minister of Municipal Affairs' Remarks
9:20 a.m.	Media Panel – Political Landscape
10:20 a.m.	Break
10:35 a.m.	Opposition Leader's Remarks and Q&A Session
11:05 a.m.	President's report
11:25 a.m.	Premier's Remarks and Q&A Session
11:55 a.m.	Closing Remarks and Wrap Up
12:00 p.m.	Lunch

Join us for the 2023 Spring Municipal Leaders' Caucus (MLC), taking place at the Westin Edmonton on March 30 and 31. This important event will cover key, top-of-mind issues facing your communities, and give you a chance to hear from government leaders ahead of the provincial election. The event will kick off with lunch on Thursday, March 30, and run until lunch on Friday, March 31.

This year's Spring MLC is being held in conjunction with a ***President's Summit on the Future of Municipal Government which will run from March 29 to noon on March 30***. The Summit will focus on opportunities and challenges related to intermunicipal collaboration. More details on the MLC and President's Summit will be available soon, including hotel booking details and overview agenda. Registration for both events will open in February.

Requests For Decision (RFD) - Deadline March 6

The Spring MLC also provides an opportunity for members to bring forward Requests for Decisions (RFDs) on issues that should be addressed in advance of the 2023 Convention in September.

Members interested in sponsoring an RFD are encouraged to reach out to advocacy@abmunis.ca, to determine if an RFD is the right tool to bring forward an issue for consideration by ABmunis members. An [RFD template](#) is also available that provides tips on how to draft an RFD. More information on the difference between RFDs and resolutions is available on our webpage on [Requesting Action by Alberta Municipalities](#).

Cost

While the President's Summit and Municipal Leaders' Caucus are separate events, members are encouraged to attend both, but are not required to. Please note, due to the interactive nature of the President's Summit, it will *NOT* be available virtually.

In-person events include food and beverage. President's Summit registration includes an evening event on March 29 which will include dinner and entertainment.

Full Registration (Both events, in-person) - \$350

President's Summit Only (March 29 to March 30 at noon) - \$200

Municipal Leaders' Caucus Only (March 30 at noon - March 31) - \$200

Municipal Leaders' Caucus Virtual - \$100

Accommodations

A hotel room block has been set-up at The Westin for attendees. Rates start at \$195+tax per night.

[Click here to book your room](#)

Event Category Advocacy

Location

Westin Edmonton

10135 100 Street

Edmonton AB T5J 0N7

Audience This event is open to all elected officials and senior administrators from Alberta municipalities. Registrations outside of these parameters are not eligible and will be cancelled and refunded.

Ticket pricing

Full Registration (Both events, in-person) - \$350

President's Summit Only (March 29 to March 30 at noon) - \$200

Municipal Leaders' Caucus Only (March 30 at noon - March 31) - \$200

Municipal Leaders' Caucus Virtual - \$100



Town of Bowden
Box 338, 2101 20th Ave
Bowden, Alberta, T0M 0K0

February 14th, 2023

DRAFT (SAMPLE LETTER)

Nicole Lorrain
Alberta Labour and Immigration
Employer and Program Services Branch
Government of Alberta
First Red Deer Place
3rd Floor, 4911-51 Street
Red Deer, Alberta, T4N 6K8.

Re: Partnership with the Town of Innisfail under the Rural Renewal Stream.

At its Regular Council Meeting February 13th, 2023, Bowden Council moved that, "*Council approve a partnership with the Town of Innisfail as a Designated Community under the Government of Alberta's Rural Renewal Stream.*"

The Town of Bowden believes that this regional collaboration is positive for economic growth. The partnership allows local businesses to benefit from the expanded access to labour the Rural Renewal Stream provides.

The Town of Bowden is further committed to the time required to administer all employer files, including:

- Distributing RRS Employer application forms with Employer Guidelines for Attraction and Retention of Immigrant Workers.
- Meeting with Employer to review application form and ensure they meet the program requirements.
- Preparing letters of support to immigrant workers identified by employers.
- Arranging welcome meetings for newly placed workers.
- Connecting newcomers to local services.

We look forward to working with Alberta Labour and Immigration and the Town of Innisfail as we strive to make our community one of choice for newcomers to central Alberta.

Yours truly,

Rudy Friesen
Chief Administrative Officer



www.carefornewcomers.ca

#202-5000 Gaetz Ave
Red Deer, AB T4N6C2

January 30, 2023

To whom it may concern,

I am pleased to confirm our organization's support for the Town of Bowden's application to partner with the Town of Innisfail as a designated community under the Rural Renewal Stream.

Our organization provides a full range of settlement and integration services in Central Alberta. These services include language training, youth settlement, community engagement, employer engagement and newcomer mentoring.

We understand this application aims to enable the community to work with employers to attract and recruit newcomers and collaborate with a settlement providing organization to retain newcomers by sharing information on settlement supports. It may include accommodation, education, health care and services such as language training.

This concept fully aligns with our mission that "through partnerships, programs and services, Care for Newcomers supports successful newcomer integration". When approved, we look forward to partnering with the municipality to address current labour needs and skill shortages in this rural Central Alberta community and help successful newcomer settlement.

If you have any question, please don't hesitate to contact me via frank.bauer@carefornewcomers.ca.

Kind regards,

A handwritten signature in blue ink, appearing to read "Frank Bauer", is written over a horizontal line.

Frank Bauer

Executive Director

We acknowledge that we live and work on Treaty 6 and 7 Territories and the traditional lands of the Métis Nation of Alberta Zone 3.

Our Vision: Newcomers feel valued as contributing members of an inclusive Central Alberta.

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023

BETWEEN:

TOWN OF BOWDEN

AND

THE CHINOOK'S EDGE SCHOOL DIVISION

WHEREAS:

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

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

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

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

This agreement replaces any previous agreements between the parties; and

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

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

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

1) DEFINITIONS

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

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Board" means the Public Board.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Town of Bowden
- 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 1st, 2023.
- k) "Facility Plans" means the capital plan and facility plan prepared the Board for approval by the Alberta Government.
- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.
- m) "Governing Committee" means the committee which includes elected officials as established under this Agreement.

- n) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- o) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A" and "B" as being available for booking by the Parties or User Groups or for Community Use.
- p) "Municipality" means the municipal corporation of the Town of Bowden, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- r) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- s) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) "Operating Committee" means the committee which is comprised of the CAO and Superintendent as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Public Board" means The Chinook's Edge School Division and any successor board or authority.
- w) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- x) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B".
- y) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- z) "Superintendent" means the chief executive officer the Board.
- aa) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

- bb) Written Notice means the formal receipt of papers that provide specific information by an individual or organization. Such information may be mailed, emailed, or sent un some other form of electronic transmission, I.e. facsimile.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

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

Schedule "C" – Joint Use Times

Schedule "D" – Operating Guidelines

Schedule "E" – School Site Planning Guidelines

Schedule "F" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2027. The review shall be undertaken by the Operating and 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 Board on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- d) When consultation with one or more municipalities is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board and the other municipalities.

7) MEETING OF COUNCIL AND BOARD

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

8) GOVERNING COMMITTEE

- a) The Governing Committee shall consist of one (1) Council member (The Mayor) and the CAO or their designate and two (2) Board members and the Superintendent or their designate from the Board. The Governing Committee shall meet on an "as needed" basis.

- b) The role of the Governing Committee shall be to provide recommendations to the Council and Board regarding:
 - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
 - ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.
- d) The CAO and Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the 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) determine how available or proposed school sites are allocated based on the annual review of the updated Facility Plans of the Board;
 - xi) develop a draft agenda for any meeting of the Council and the Board or the Governing Committee; and
 - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
 - e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
 - f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
 - g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the 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 Schedules "B" respectively. The Board shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "C" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to the Board, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of the Board may, upon six (6) months written notice to the Municipality, add to or remove from the list of Joint Use Space provided by the Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.

- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or the Board may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

11) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "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 respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.
- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.

- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "G". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to the Board nor shall School sites be identified as available to only one Board (if multiple Boards operate within the Municipality) in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves.
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- k) The Board acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board 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) In the event that Reserve Land is not needed by the Board, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation.
- b) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- c) If the Municipality opts to acquire the Reserve Land, and there are no Board owned facilities on it, the Municipality shall take the Reserve Land as is, where is. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- d) If the Municipality opts to acquire the Reserve Land, and the land has Board facilities on it, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land, at a cost that is agreed upon between the Municipality and the Board.

e) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:

- i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
- ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and the Board to sell the School Portion.

17) DISPUTE RESOLUTION

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

18) APPLICABLE LAWS

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

19) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and 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:

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

The Town of Bowden

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

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

TOWN OF BOWDEN

PER: _____

PER: _____

THE CHINOOK'S EDGE SCHOOL DIVISION

PER: _____

PER: _____

Schedule "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Bowden "Igloo" Arena	2213 -19 th Avenue, Bowden, Alberta, T0M 0K0.	Hockey rink & indoor Lacrosse field, with bleachers, changing rooms, showers, and washrooms.
Bowden Public Library	2101 – 20 th Ave, Bowden, Alberta, T0M 0K0.	Library with meeting area and 3 computers with internet access. Washrooms and small kitchen facility.
Parks	1 Abbey's Park 22 nd Ave 2 Arena Park 19 th Ave 3 Westview Drive Park (rear of drive near golf course)	1 Skateboard park & outdoor ice rink 2 Playground, large grass area 3 Small playground

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

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Bowden Grandview School	Plan 7410115, Blk 14, Lot S1, R3 and R4 in the Town of Bowden	Gym, playground and field

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums. regular classrooms, library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above, unless agreed upon by the Parties on a case-by-case basis.

Schedule "C" – Joint Use Times

Facility Type	Available Times
Bowden Grandview School	Monday through Friday between 17:30 and 21:00 and Saturdays and Sundays between 08:00 and 17:00
Municipal Facilities for School Use	Monday through Friday between 08:00 and 16:00 or by prior arrangement
Playing Fields and Playgrounds for School Use	Monday through Friday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Friday between 17:00 and 21:00 and Saturdays and Sundays between 07:00 and 21:00

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

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

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

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

Schedule "D" – Operating Guidelines for Joint Use Space

User Group Eligibility

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

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

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality 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 \$2 Million.

Booking Joint Use Space

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

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

Cancellation of Bookings

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

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

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

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

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

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

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

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

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

Custodial Responsibility and Building/Facility Maintenance Responsibility

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

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

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields and ball diamonds.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and 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 respective Board. The Board will not be responsible for field markings that are not required for the School to perform its function. Additional field markings will not be provided by the School.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Upgrades to playing fields located on Municipal lands that are desired or required by a 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 a Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing

maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule "F" – School Site Guidelines

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

Size of Site

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

The following design consideration will be applied during the preparation of a statutory plan or the review of subdivision applications, where applicable:

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 "G" – Dispute Resolution Process

Step 1: Notice of Dispute

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

Step 2: Negotiation

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

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench.

14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.



Town of Bowden
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Town of Bowden ASSET MANAGEMENT STRATEGY 2023

1 BACKGROUND

The Town of Bowden utilizes a diverse asset portfolio to deliver core, essential services on behalf of the community.

An asset is a tangible item of property owned by the Town that has value.

Assets include core infrastructure assets, (eg: roads, water & wastewater systems) and non-core assets, (eg: buildings, vehicles & equipment).

These assets must be managed in a cost-effective manner including ongoing maintenance and long-term replacement and must consider other factors such as:

- the successful delivery of core / essential services,
- long term financial revenue streams,
- assessment of risk, priorities and needs (on a continuous basis),
- avoidance of major infrastructure failures.

The purpose of an asset management strategy is to outline at a high level the strategic approach that the Town will adopt for asset management, ie: how the Town proposes to manage those assets.

Within a small municipality maintaining focus and momentum on asset management can be a challenge particularly when faced with limited resources that are stretched across many operating activities.

The introduction of a formal asset management strategy is aimed at maintaining focus on asset management. In addition, a formal documented strategy demonstrates a commitment to asset management as being a key component of the overall responsibility of Administration.

This asset management strategy serves as a conceptual structure for Administration to develop and implement an asset management system.

While the strategic document confirms direction and objectives it is not intended to provide specific details or actions. This is contained within an asset management plan.

2 DEFINITIONS

Asset

Means an item that has potential or actual value to the Town.

Assets include:

- land and land improvements,
- infrastructure and engineered structures,
- buildings,
- vehicles,
- equipment.

Activities

Are the processes or actions that an asset management plan undertakes to provide outputs and / or results as part of an asset management system.

Asset Management

Are the coordinated activities taken to realize value from an asset. This covers all asset types and includes all aspects of an asset's life cycle, for example: initial identification of requirements, purchasing options, acquisition, utilization, care & maintenance, renewal, and disposal.

Asset Management Plan

Is a document that specifies the activities, capital resources, timescales, and objectives of an asset portfolio that provides effective control and governance of assets to realize value through managing risk and opportunity to achieve the desired balance of cost, utilization, and performance.

Capital Planning

Is a short-range plan (typically 5 - 10 years) which identifies capital projects and equipment purchases. The plan provides the link between the Town's Strategic Plan and the Capital Budget.

Critical Assets

Are important assets that are considered to be critical in that there may be major consequences if they fail (eg: water or wastewater systems & infrastructure).

Level of Service

Is an expected level of performance of a delivered service including the expectations of the service recipient and a commitment to a specified level of performance (that is measurable).

Life Cycle Costs

Is the total cost of an asset throughout its life including planning, design, construction, acquisition, operation & maintenance, decommissioning and disposal.

Operations & Maintenance (O&M)

Means the function, duties and labour associated with the normal daily operations of an asset and the normal repairs, replacement of parts and structural components, needed to preserve an asset in order that the asset continues to operate normally and achieves its expected life.

Risk

In the context of asset management, the evaluation of the likelihood of an event occurring (breakdown, weather, unavailability of parts) and its potential impact on service delivery.

Tangible Capital Assets

Means an asset that has a definable monetary value, and which has a physical form.

3 TOWN OF BOWDEN STRATEGIC PLAN 2022 - 2025

The Town of Bowden Strategic Plan focuses on 4 main areas:

1. Economic Development,
2. Residential Development,
3. Communications,
4. Infrastructure & Asset Management.

The Strategic Plan defines Infrastructure and Asset Management as, “establishing long term plans to sustain the infrastructure currently managed by the Town and identifying priorities for the future”.

In addition, the Strategic Plan defines the strategy as, “ensuring that appropriate funding is available to maintain existing infrastructure assets and that new infrastructure can be added to the municipality’s asset inventory in a fiscally responsible manner”.

4 ASSET MANAGEMENT

Asset management as a tool allows the Town to consider present and future asset needs, which is essential in order to:

- maintain and support sustainable service delivery to the community,
- effectively maintain critical infrastructure such as water distribution, wastewater collection and transport links,
- achieve the recreational, cultural, economic, institutional, and social needs of the community,
- plan for the future infrastructure needs of the community,
- maintain financial sustainability that satisfies both investment needs and long-term funding plans.

Asset management intervenes at strategic points in an asset’s life cycle to extend the expected service life and to maintain its performance. Where a maintenance activity is scheduled, this aims to decrease costs by avoiding expensive unplanned or excessive maintenance.

5 ASSET MANAGEMENT PLAN

In order to create an Asset Management Plan, the following types of activity require consideration:

- i. identification and definition of asset groups and classes, for example:
 - Underground (Water / Sanitary)
 - Surface (Roads / Sidewalks / Trails / Culverts / Storm)
 - Buildings (Operational / Non-Operational)
 - Vehicles (Trucks / Specialist / Small Equipment)
- ii. assembly of an inventory of all existing capital assets and placement into a group / class.
- iii. allocation of priorities based on risk or condition.
- iv. identification of desired levels of service through key performance indicators.
- v. identification of the probable life cycle per asset and the replacement cost.
- vi. identification of capital projects or equipment to be purchased based on priority or need.
- vii. creation of a 5-10 year capital plan with project justification and costs.
- viii. assessment of financial capacity.
- ix. evaluation of previously approved, unimplemented, or incomplete projects.
- x. implementation of a program of continuous review of policies, strategies, and plans.

A well developed and maintained Asset Management Plan will enable the Town to make the best possible decisions regarding the operation, maintenance, renewal, replacement, and disposal of assets.

A detailed plan of actions and activities ensures the effective management of those assets and in doing aims to maintain desired levels of service, in a sustainable way, while managing risk, and at the lowest lifecycle cost.

6 CURRENT PROGRESS

6.1

The production of an asset management plan may make reference to a number of many well-documented guides that exist but generally the detailed content and components of any plan must be tailored to the specific size, complexity, and nature of the organization.

6.2

The Federation of Canadian Municipalities identifies 5 key competencies or components that should be considered. These are:

1. Policy & Governance.
(putting in place policies, strategies, and objectives).
2. People & Leadership.
(creation and training of asset management team).
3. Data & Information.
(collection of asset data and financial information).
4. Planning & Decision Making.
(decision making on asset management priorities, capital plans, O&M plans, budgets).
5. Contribution to Asset Management Practice.
(supporting asset management training, sharing of knowledge, continuity planning & continuous improvement).

6.3 Progress to Date

With reference to each of these 5 components the following provides a summary of current progress made to date.

6.3.1 Policy & Governance

Administration has:

- i. in conjunction with Council created a Strategic Plan of which one of the four main focus areas is Infrastructure and Asset Management.
- ii. documented an Asset Management Policy (02-2021) approved by Council in June 2021 which commits the Town to "support the implementation of asset management methods that are consistent with capital needs and Council's priority objectives".
- iii. formulated an asset management strategy (this document).
- iv. completed the Federation of Canadian Municipalities asset management readiness program.

6.3.2 People & Leadership

Administration has:

- i. attended a number of courses and workshops that provide asset management training. The Municipal Asset Management Program is delivered through Rural Municipalities of Alberta (RMA) and Alberta Municipalities by Urban Systems Limited which is an initiative funded by the Federation of Canadian Municipalities (FCM).
- ii. completed the first two courses of the FCM program with two courses remaining (dates tbc).
- iii. identified the members of the asset management team.

6.3.3 Data & Information

Administration has:

- i. compiled an extensive reference database of guidelines and "how to" documentation to assist in the compilation and production of an Asset Management Plan.
- ii. in conjunction with Town engineering partners has in the past compiled asset inventory listings. However, these will require a full review and analysis for completeness and relevancy.

6.3.4 Planning & Decision Making

This component (decision making on asset management priorities, capital plans, O&M plans, budgets) is largely the discussion, content and detail of the Asset Management Plan and forms the majority of the remaining tasks and activities to be completed by the asset management team.

6.3.5 Contribution to Asset Management Practice

By developing this competency (supporting asset management training, sharing of knowledge, continuity planning & continuous improvement) the asset management team stays current and remain well informed with the scope and requirements of the asset management system and requirements.

The baseline assessment of asset management practices has been completed using the Federation of Canadian Municipalities' Asset Management Readiness Scale (Workshop 1).

7 IDENTIFICATION OF GOALS - NEXT STEPS

Administration has set itself the following tasks and objectives to be completed by the end of 2023.

7.1

Finalize this Asset Management Strategy (the document that provides the framework for implementing and maintaining an asset management system within the Town).

7.2

Assess how the Asset Management Strategy connects to any other existing strategies or plans including, for example:

- i. the Town of Bowden Strategic Plan.
- ii. the Town of Bowden Asset Management Policy (produced in 2021).
- iii. any known / proposed changes to the Town of Bowden Strategic Plan and / or Council policy.
- iv. the Municipal Development Plan.
- v. the Inter-Municipal Development Plan.

7.3

Commence an objectives setting exercise to determine a list of tasks / activities and the management approach to be implemented ahead of the creation of the Asset Management Plan.

This will include the preparation of a Terms of Reference document for the asset management team which aims to define in more detail responsibilities for each task / activity in the implementation of the Asset Management Strategy.

The Terms of Reference may include the following:

- i. the allocation of resources (membership and structure of the asset management team),
- ii. meeting schedules for the asset management team,
- iii. project timelines,
- iv. lines of communication (with stakeholders),
- v. the implementation roadmap (mapping out priorities, goals, deliverables, and other supporting activities etc),
- vi. a review of the Town's current and forecast of future financial standing.

7.4

Conduct an analysis of current shortfalls in resources or data or knowledge.

There are gaps in records of some areas of the Town's deep utility infrastructure (as-builts) and other assets such as the pump house / reservoir. The current CAD files retained by both Town engineers are missing key information.

The Asset Management Plan will need to identify all assets.

Identification and compilation of assets into a working system (such as a MS Excel spreadsheet) will be a large undertaking.

An essential part of the asset management planning strategy is for Administration to investigate the procurement of a geographical information system (GIS). This is software that is used for capturing, storing, and displaying data relative to positions on the earth's surface.

GIS data on infrastructure, buildings and streets will allow better tracking and analysis to be made of Town assets and asset relationships through a visualized mapping of property, infrastructure, and asset data.

7.5

Consideration of a process of continuous improvement must be part of the asset management strategy.

The Asset Management Plan once established must be continually evaluated, reviewed, and updated to reflect changes to the asset inventory, to redefine levels of service, and to react to changes in financial funding, legislative changes, and any other influencing factors.

An important factor is to ensure that the Asset Management Plan is resilient to withstand any turnover of people and leadership within the asset management team.

8 SUMMARY & FUTURE CONSIDERATIONS

The Asset Management Strategy (and all its components) and the capital planning process must be (and remain) aligned to Council's priorities, strategic plans, and asset management best practice.

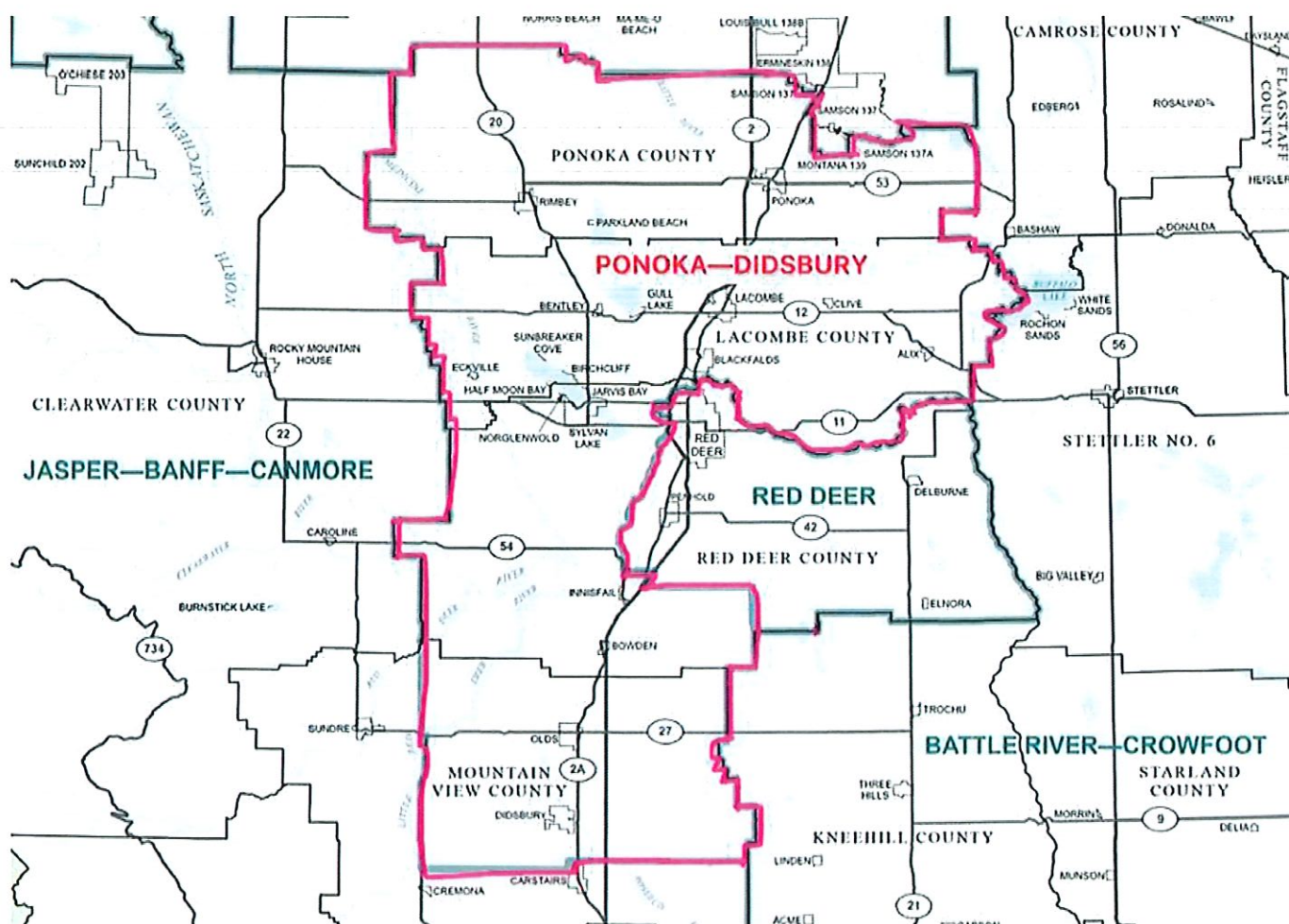
Any plan must allow for flexibility in order to react to changes in the community's needs and any forecasts of future demands and growth that may evolve over time, and which inevitably place demands on existing facilities, infrastructure, and equipment.

Updated federal electoral boundaries released



[Johnnie Bachusky](#)

about 15 hours ago



The proposed Ponoka-Didsbury riding (highlighted in red) that will include the towns of Innisfail, Bowden, Olds and Didsbury. The plan for Carstairs, Crossfield, Cremona and Sundre is to be in the renamed riding of Jasper-Banff-Canmore. Federal Electoral Boundaries Commission for Alberta map

[Listen to this article](#)

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INNISFAIL - There could be big changes coming in the region's new federal electoral map, including a totally reconfigured riding that physically disconnects itself from Red Deer but unites four highway corridor towns along Highway 2.

In the revised final report from the Federal Electoral Boundaries Commission for Alberta (FEBCA), which was released last week, Innisfail, Bowden, Olds and Didsbury could soon be together in a new riding called Ponoka—Didsbury.

"There had been strong criticism from representatives of Innisfail and Bowden that it was inappropriate for those two towns to be placed in the northwestern corner of the proposed large, rural electoral district of Bow River because they had little in common with that electoral district and much more in common with the City of Red Deer," said the report.

"In order to maintain the clearly expressed community of interest amongst Didsbury, Olds, Bowden and Innisfail, the commission has reconfigured the proposed electoral district of Wetaskiwin—Lacombe into an electoral district that surrounds the northern, western and partial southern boundaries of the Red Deer electoral district."

Innisfail mayor Jean Barclay applauded the revised new federal electoral map, which originally had Innisfail out of the current Red Deer—Mountain View riding and into the proposed massive redrawn Bow River riding and did not include Olds and Didsbury.

"I'm pleased to see the changes that have been made and that the commission listened to the concerns that came forward," said Barclay. "I think it's wonderful that we are now in with our regional partners, where a lot more commonalities are in place."

However, some of Innisfail's regional partners did not make the cut to be included in the Ponoka—Didsbury riding. Carstairs, Crossfield, Cremona and Sundre may find themselves part of the renamed riding of Jasper—Banff—Canmore.

Carstairs mayor Lance Colby says he doesn't believe moving Carstairs to a new federal riding will have any major impact on the community.

"I really don't see that will make much difference," Colby told the *Albertan*. "I can't see it really affecting us in any negative way."

The FEBCA hosted extensive public hearings last fall into an initial proposal that had Innisfail out of the current Red Deer—Mountain View riding and into a massive redrawn Bow River riding, which did not include Olds and Didsbury.

The new plan also calls for replacing the current Red Deer—Lacombe and Red Deer—Mountain View riding with just one Red Deer-based riding that will include Penhold, Delburne and Elnora.

The latest report was tabled in the House of Commons last week, and will soon be under review by the House of Commons Standing Committee on Procedure and House Affairs.

As for the political representation for the region, it could change dramatically for many regional communities, including Innisfail, Olds, Bowden, Didsbury, Carstairs, Cremona, Crossfield and Sundre.

Earl Dreeshen is currently the member of Parliament (MP) for Red Deer—Mountain View, while Blaine Calkins is the MP for Red Deer—Lacombe.

Dreeshen, who has been a regional MP for the past 14 years, said the latest federal electoral boundary changes for the region is a "vast improvement.

"It is a vast improvement over what was presented late last fall," said Dreeshen. "The thing is Innisfail, Bowden, and the West Country were all going to be taken down into Bow River. People have to remember what the original plan was and that was horrendous."

He emphasized the electoral boundary process is still not complete, noting committee MPs have to take a close look at the final plan to see if there's any other changes that might have to be considered.

Dreeshen also noted there is an important timeline to keep in mind while the review of the final plan is being made.

He said if the next election is called after April of 2024 it will go ahead with the new boundaries but if it comes before that it will go ahead with the old boundaries.

As for the riding he will represent in the next federal election, which is expected in 2025, Dreeshen noted the proposed new Red Deer riding is where he resides, and that will be where his interest "is going."

"It will be a change for me but certainly something that whomever is there will very much enjoy being the representative," said Dreeshen.

- With files from Dan Singleton

Regular Council Meeting: February 13, 2023	Agenda Item: 9.a
Prepared by: Rudy Friesen / Arno Glover	Approved By: CAO
Report Type: RFD	Attachment(s): Draft Capital Budget 2023

1 Legislative Responsibility

Section 245 of The Municipal Government Act states that "each council must adopt a capital budget for each calendar year by January 1 of that calendar year".

In order to satisfy the requirements of the MGA, Administration therefore provides Council with the first draft of the Capital Budget for 2023 for the purpose of further discussion and review.

2 Capital Projects 2022 (update)

Council was presented with review of the 2022 Capital Projects as part of the CAO's report in the Regular Council Meeting of 9th January.

The Capital Budget for 2023 carries over 2 key projects approved in 2022. Commencement of the first phase of the walking trail project and new playground equipment for the arena park.

Current expenditure on the walking trail project is approximately \$10,000.00 to date.

In the RCM of 12 September, Council agreed to proceed with phases 3a and 3b of the project in 2023, that being the trail extending from the midpoint of Westview Drive toward the Ag Society grounds. Border Paving have submitted revised costings for this work of \$185636.26 (the original capital estimate being \$240,000.00 for all phases).

Administration has a meeting with ISL Engineering on 16th February to discuss project start up.

The playground project will commence once the spring / summer weather arrives. Administration is currently working to establish any change in project costs since this was first estimated a year ago and the validity period of the original quotation has now expired.

3 Planned Capital Budget 2023.

Additional new projects for consideration are submitted to Council as the first draft of the capital budget for 2023.

This planned budget identifies projects that Administration wishes to undertake during the year.

3.1

Based on Council's direction, the capital budget includes important upgrades to the museum building, and an essential upgrade of equipment within the Emergency Management Centre as part of our ongoing emergency management commitment and responsibilities.

3.2

A sanitary sewer project is a key undertaking this year.

Administration is planning to reline what is thought to be the most troubled portion of our sanitary sewer system, in an attempt to reduce / prevent what is believed to be high volumes of inflow and infiltration into the wastewater system.

The proposed section for pipe relining runs beneath Highway 2a and extends from 21st Avenue to the point where it crosses underneath the rail tracks enroute to the south lift station.

This material of the current pipe is Vitrified Clay Pipe (VCP) a hard ceramic material which offers good resistance to all forms of sewage, but which is susceptible to cracking and fracture through frost heave.

Replacement of the pipe with modern PVC material would be a very expensive undertaking.

Relining is therefore a cheaper option with no associated damage to the road surface.

3.3

Administration proposes to replace two of the aging vehicles in the public works fleet.

These are the:

- i. Ford F250 pickup truck (2008 model - 2WD) and the,
- ii. Ford F150 pickup truck (2007 model - 4WD).

Replacement trucks have been difficult to source over the past year. Administration will consider the procurement of quality used vehicles if possible.

Revenues generated from the sale of the replaced vehicles will be added back to reserves.

3.4

Two additional items of equipment are being considered to improve our street cleaning and alley cleaning capabilities.

- i. a street cleaning brush attachment that collects the swept material (as opposed to ejecting the material),
- ii. a snow plow blade that allows snow removal to be undertaken in more confined areas (ie: areas where use of the Case grader is impractical or unsuitable).

Both these attachments can be universally fitted to both the Bobcat Skid Steer and the John Deere 4 Wheel Loader.

3.5

The Town requires additional gravel supplies for the ongoing maintenance of alleyways within the Town.

This item is required on an "as needed" basis but is essential as part of a budgeted course of lifecycle maintenance of the alleyways.

3.6

During 2022 an investigation was made into the current state of the Administration Building roof in response to water leaks occurring during periods of snow melt and heavy rain.

This investigation identified that essential remedial work was required to the roof.

In addition, it is proposed to upgrade the flooring within the Administration Building. This upgrade would replace the existing tiles and carpet tiles with vinyl plank flooring in the following areas:

- the vestibule,
- the reception area,
- both offices and
- the open plan office area.

3.7

Further funds are required to continue with our asset management program.

As stated within the Asset Management Strategy document, Administration wishes to consider the procurement of a geographical information system (GIS), which is software capable of capturing, storing and displaying asset data.

4 Summary

This capital budget list represents a fairly aggressive undertaking, as it will take time and resources to complete all of the projects listed.

With this in mind, it is suggested that Council prioritize all of the planned items within the 2023 Capital Budget plan in order that Administration can focus resource on those projects deemed most important / critical.

Finally note should be made that this is the final year of the province's Municipal Sustainability Initiative (MSI) program.

The new program, to be launched in 2024, is the Local Government Fiscal Framework.

Details are not available as to what this new capital program will look like however early comments made by the Provincial Government last spring indicated that "the new funding arrangement will ensure predictable long-term infrastructure funding at sustainable levels tied to a growth in provincial revenues."

AB Muni's and RMA have been working diligently on the formula for future funding. More information may be available in the coming months.

The attached draft capital budget as presented provides a summary overview of the 2023 projects for Council's review and deliberation.

5 Suggested Motion

Motion by Councillor _____ that Council instructs Administration to resubmit the 2023 Capital Budget to Council for final review and approval at the Regular Council Meeting of 27 February 2023.

2023 CAPITAL BUDGET			
Capital Revenue	GFT	MSI	
CCBF Carry forward	426,244.00	781,416.00	EST
2022 MSI Capital Grant		79,733.00	
2022 Basic Municipal Transportation Grant		74,400.00	
2023 CCBF (Gas Tax)	74,308 EST		
2023 MSI Capital Grant		79,733.00 EST	
2023 Basic Municipal Transportation Grant		74,400.00 EST	
TOTAL GRANTS			
	500,552.00	1,064,682.00	
Capital Projects			
		Expenditure	
Playground Project	Carry forward	70,000.00	MSI
Trail Project	Carry Forward	240,000.00	MSI
Asset Management	Carry Forward	22,000.00	MSI
Museum Lights/new shingles		20,000.00	MSI
Alley's gravel		5,000.00	Operating
Admin Roof/flooring		30,000.00	MSI
Public Works Fleet replacement		110,000.00	reserves
Sewer lining		150,000.00	Gas Tax
Public Works Equipment Loader/Bobcat		20,000.00	Reserves
Emergency Management Center (Gen/Cabinet)		10,000.00	MSI
CFEP Grant 80,000.00		???	
Totals		677,000.00	

Trails system spent in 2022 was \$10,000.00 to date.

Playground nothing spent in progress.

Gas tax is now Canada Community Building Fund

Sale of F150 and F250 proceeds would be put back into reserves.

Regular Council Meeting: February 13, 2023.	Agenda Item: 10.a / 10.b
Prepared by: Arno Glover	Approved By: CAO
Report Type: Information	Attachment(s): 1 Letter received from Town of Fox Creek. 2 RDC Protective Services Enforcement Letter

Content:**10.a**

Copy letter received from Mayor Sheila Gilmour reference Ambulance Services within the Town of Fox Creek.

10.b

Red Deer County Protective Services – January Enforcement Letter

Recommended Motion:

Motion by Councillor _____ that Council accepts the submitted correspondence as information.



January 27, 2023

The Honourable Jason Copping
Minister of Health
432 Legislature Building
10800 – 97 Avenue
Edmonton, Alberta T5K 2B6
health.minister@gov.ab.ca

Re: Town of Fox Creek Ambulance Service

Dear Minister Copping,

In November 2022, the Town of Fox Creek was copied on correspondence from the Town of Ponoka expressing concerns on behalf of their Volunteer Fire Department as first responders to emergency calls. The letter received from the Town of Ponoka summed up some of the major issues in our province perfectly, and the Town of Fox Creek would like to reiterate the concerns with the state of our ambulance service in rural Alberta.

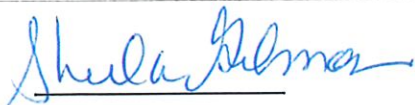
We share in our main concern being the ambulance services that we are receiving from Alberta Health Services. Recently, our community has gone without an ambulance for 14 hours because of patient transfers and staffing issues. The most troubling part of this lapse is the number of times that it seems to be happening. Because of our location, when an ambulance leaves our community, our closest backup unit is a minimum 45 minutes away. Those 45 minutes can quickly turn into over an hour if the roads are bad or if there is not a crew available immediately. Those 45 minutes could very well be the difference between life and death, or could change the course of someone's future.

Much like Ponoka, our Fire Department has been the first responders to many calls that would not necessarily fall under their mandate, however, because they love our community and the people that live here, they go without hesitation. They have seen things they should not have to see and have held the hands of individuals through extremely tough situations.

Fox Creek has also stepped up and is running our Medical First Responder Program out of our volunteer department, however, with a lack of funding for the program, many of the costs to run the program are being covered by the community. It is time the province finds a way to deal with the ambulance situation in rural Alberta that does not fall on the back of volunteer fire departments or municipalities.

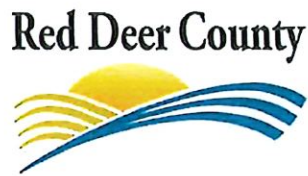
It is only a matter of time before the gamble to move Fox Creek's ambulance to a busier location when AHS is short-staffed does not pay off and a life is lost because of the lack of service provided. Unfortunately for Fox Creek, when that happens, it is going to be someone in our community. We are urgently requesting that these issues be addressed with a solution that does not forget about the unique situations of many rural Alberta communities.

Sincerely,



Sheila Gilmour, Mayor
Sheila@foxcreek.ca

cc: The Honourable Danielle Smith, Premier of Alberta
The Honourable Todd Loewen – MLA – Central Peace Notley
The Honourable Rachel Notley – Leader of the Official Opposition NDP
Arnold Viersen, MP, Peace River – Westlock
Alberta Municipalities Members
Town of Ponoka



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PROTECTIVE SERVICES
38106 Range Road 275
Red Deer County, AB T4S 2L9
Phone: 403.343.6301
Fax: 403.347.0572

February 9, 2023

Town of Bowden
2101 – 20 Avenue,
Box 388
Bowden, AB T0M 0K0

Sent Via Email to: cfo@bowden.ca

Attention: Chief Administrative Officer

Dear Sir/Madam:

Re: January Enforcement Contract

Please be advised for the month of January, Red Deer County Patrol Officers spent 10 hours and 21 minutes in the Town of Bowden.

The following tickets were issued during patrols conducted between 0600-2100:

- 2023.01.21 at 0743 – Unregistered motor vehicle; and
- 2023.01.21 at 0743 – Fail to produce insurance.

I trust you will find the foregoing satisfactory, if you have any questions please feel free to contact our office.

Sincerely,

Sgt. Irv Heide
Patrol Manager,
Red Deer County, Protective Services

Regular Council Meeting: February 13, 2023.	Agenda Item: 11.a / 11.c
Prepared by: Arno Glover	Approved By: CAO
Report Type: Information	Attachment(s): As per content

Content:

11

a. CAO's Report**b. Council Committee Reports**

None submitted

c. Society & Other Reports

Bowden Grandview School (meeting notes Jan 24, 2023)

(report submitted by Councillor Deb Coombes)

Parkland Foundation Board Meeting (Zoom Meeting notes Dec 1, 2023)

*(report submitted by Councillor Sandy Gamble)***Alternative Motions:**

Motion by Councillor _____ that Council accepts the submitted reports as information.

and / or

Motion by Councillor _____ that Council directs Administration to _____.

Regular Council Meeting: February 13, 2023	Agenda Item: 11.a
Prepared by: Rudy Friesen	Approved By: n/a
Report Type: Information	Attachment(s):

1 Asset Management

Arno Glover and I attended an extensive two-day workshop on Asset Management on February 2-3 in Strathmore.

Details are included elsewhere in this agenda package under Agenda item 8.d in New Business.

We have two further additional workshops to attend (dates to be determined) in order to complete this particular asset management training program.

2 LGAA

I have been volunteering for the Local Government Administrators Association (LGAA) since prior to my arrival as CAO at the Town of Bowden.

This year is my second year on the Convention Planning Committee. This provincial conference takes place at the end of June.

I have also been asked to be a co-presenter with counterparts from Three Hills and Parkland County, discussing contract negotiations. This one-hour online session is slated for March 10th.

3 Streets and Roads

With the relatively mild weather these past few weeks, public works have been able to undertake further street and alley cleaning in Town. They will continue with this task to catch any oversights.

May I thank Town residents for their patience as we have worked hard on this task.

4 Recycling

The province, through the Alberta Recycling Management Authority, continues to fine tune the recycling process.

They have launched a new software reporting package that provides greater detail of recycling collection in the province, including improved assessments of costs and revenues.

I undertook preliminary training on the system on February 8th.

Our electronic recycling depot near the arena is involved in this program.

January 24, 2023

BGS School Council email address is: bgs council@gmail.com Google Meeting Link	
Present: Alahna Hunter, Vanessa Van Sickle, Jen Wood, Linda Wagers, Karen Hronek, Jade Prefontaine, Deb Coombs, Jeff Thompson, Dawn Weststrate	
Agenda Additions: None	
Old Business:	
New Business:	Please remember that if you have individual questions or concerns please bring these directly to Jeff and Dawn at the school. This is a general forum for information sharing and idea creation.
BGS Admin:	<u>BGS Upcoming Events</u> January 25-Grade 9 Science PAT January 27-Spell-a-thon test -Family Literacy Day-dress as your favorite "text" character January 30-School Organizational Day January 31-Semester 2 begins February 1-Winter Walk Day February 2-Hot Dog Day February 3 & 4-JV Boys Basketball Tournament in Trochu February 9-Spell-a-thon Assembly -Chicken Fried Rice hot lunch

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February 10-Collaborative Day
February 14-Valentine's Day Activities
February 15-Pizza Day
February 17-Pink Shirt Day
February 20-24 Winter Break/Teachers Convention

Admin report

Spell-a-thon-we are happy to have our Elementary spell-a-thon return this year. This is a big fundraiser for our school and all funds stay in the elementary classes. The funds help with special guests, presentations, field trips and other special events at the elementary level. Thank you to our families and community for all of their generous donations.

Exams-thank you to Carla and FOG for providing snacks for our diploma and PAT exams. The students all worked very hard on their exams and are ready for semester 2 to begin on January 31.

Winter 15 Trip - Alexa took a group of students to Kananaskis to participate in the Winter Travel 15 course. Students earned high school credits for participating in this outdoor learning and adventure course. This course was hosted by Canadian Rockies School Division and was 4 days long. Students snowboarded, snowshoed, cross country skied and learned about safety in the mountains. Students all came back very positive about their experiences.

NYC and Washington, DC (Spring 2024)-Mrs. Crandall and Mrs. Weststrate are hosting a student/parent meeting to gauge interest on February 2 at 6:30 pm. It is open for students currently in grades 8-11. Travel will occur during Spring Break 2024.

Looking for a badminton coach - please let Alexa or Jeff know if you are interested to help with coaching.

PATs and Diploma update - there have been some scheduling issues with PAT's. The Alberta government sets the dates. We requested that the Science PAT be moved from January 31 to January 23. The exams had to be done digitally as this was a requirement of moving the date.

	<p>Student completed their digital PAT and there were no major issues.</p> <p>Grade 6 provincial exam dates-parent question about the late dates in June-request has gone to the government to move these back to earlier in June.</p> <p>Cake walk-possibly around Easter time-Alahna to look into that (April 6?)</p>
Parent Questions	
Town of Bowden:	<p>Festival before Christmas had an awesome turnout. Lots of families attended. Using the school newsletter was helpful in letting the community know about it. People are ready to get out and do things. The Town is currently working on budgets and planning. The library is always looking for volunteers. If you know of a high school student who was interested please contact the library.</p>
FOG:	<p>Silent Santa and Breakfast programs received donations from FOG. Spring fundraisers are coming out soon. The school can not thank FOG enough for their generous and continued support.</p>
Parents Matters group	<p>Meeting is next week-Tuesday. If anyone is interested in attending with Carla she will forward your name to CESD.</p>
CESD Trustee Report	<p>Attendance is Important! CESD is stressing the importance of attendance for optimal learning. Please view the following with regards to the impact that attendance has for students. "Just" missing 10%</p>

or more of the school year can really affect a student's overall achievement in their studies. We have had the opportunity to have a member from CESD come speak to PACs but because of the time constraints of this meeting, please contact me or Central Office with any questions or concerns.

Attendance Matters brochures: Attendance really does impact the students' learning. Be mindful to schedule appointments (hair/dentist) outside school hours.

<https://www.cesd73.ca/download/397161>

Attendance Website

<https://www.cesd73.ca/parents/attendance-matters>

CESD continues to update and improve their site security: bigger/better firewalls are always being applied! The division has even taken on further educating CESD staff with "phishing" tests and the response from the staff shows constant improvement which helps in furthering the security within the Division. Basically, IF an email seems odd/off, beware! Do not click on links!

Inclement Weather prior to December break: again, Mother Nature gave us the real bad combination. Realize that because CESD is so very large geographically, some areas could be given a "yellow day" while another area, a "red day", and yet another area is fine! The policy is in the Administrative Procedures for CESD and found on the website.

Transportation:

- Costs for transportation continue to rise due to the CARBON TAX and it is estimated that this year will see that as an extra \$450000 to deal with.
- We have hired a Transportation Lead Trainer as of Dec 12, 2022.... Anyone interested in becoming a bus driver??!!
- We are looking at buying some new busses as a means to "save" money in the future for repairs, etc

	<p>PATs scheduling for June of 2023....why so late in the month? These dates are set by the government and as schools, we must follow these dates unless there are extenuating circumstances</p> <p>Parents Matter meeting on Jan 31 @7pm online</p> <p>Indigenous Flag Blessing Ceremony last Wed held at Old's College - every school will have a flag.</p> <p>Linda (personally) can help with resumes, mock interviews etc with students who may need assistance. She has background & experience with this.</p>
FCSS Report	<ol style="list-style-type: none"> 1. "Random Acts of Kindness" project wrapped up January 9th. In December, Mini Christmas parties in each grade with YES (Hot Chocolate, Cookies, Conversation about Random Acts of Kindness, paying it forward and how we can connect with others over the holidays). On Jan 9th, over 400 pieces of pizza were shared in the school. Thank you to the staff & students who helped to serve all the cheesiness. :) 2. YOGA - Free every Wednesday morning at 9 a.m. at the Paterson Community Centre. Partnership with Red Deer County Recreation & Bowden FCSS. (Jan.11 - March 15) Registration online. 3. FCSS & YES: <ul style="list-style-type: none"> -Cooking Class (Grade 7's). 4 week program after school. Learn kitchen basics and enjoy some recipes that kids can make easily at home too. (Jan.16 -Feb.13) -Bakeology (Grade 8's). 4 week program that teaches baking basics. (Feb. 27 to March 20) -Winter Break (Tentative) dinosaur fun at the school during winter break. Jurassic Park movies & build paper mache volcanoes to erupt with Cola & Mentos are potential activities. -Meeting with Youth Hq/BGS/FCSS/YES tomorrow, Jan 25th at the school. Discussing Keystone or teen programming options. 4. Innisfail FRN & FCSS:

	<p>-Moms Wall Hanging - craft night at the Olde Library on February 16 from 6:30 - 8 p.m. Create a dowel and yarn wall hanging with Kristie & Jade.</p> <p>-Family Fun Day - Saturday, February 11th from 12:30 - 3:30. Joanne from FRN will host this event at the Olde Library Community Centre</p> <p>-Teen Activities 3:30 - 4:30 Tuesdays, February 7th - 28th at the Olde Library Community Centre. Teen programs with Joanne from FRN.</p> <p>5. Community Volunteer Income Tax Program (CVITP) - Dates for 2023 Tax Clinics are March 25th, April 1st & 22nd. Appointments necessary, can be booked through FCSS. Two local volunteers complete simple tax returns at no cost. Ideal for students, seniors and individuals with basic returns.</p> <p>6. Bowden Friendship Centre - rebrand to Bowden Events Centre. FCSS has approached the board to discuss at its next meeting (February 16) with a request to host a Youth/Teen Night in its basement. There are billiards tables, shuffleboard, lawn bowling etc. I would like to create a drop in event where youth can hang out safely but unstructured with minimal supervision and some snacks a few times a month.</p> <p>7. Bowden Expanding Horizons Cultural Enhancement Society - (Paterson Hall) -2023 Dinner Theatre The Bowden Players welcome newcomers to take a role or become stage support. Older youth & young adults welcome. Currently rehearsing Wednesday evenings at 7pm at the hall. -Tricycle Races (Adults only) Saturday, March 17th - St. Patrick's Day.</p> <p>8. Dry Pantry - FCSS has a partnership with a local grocery store where it collects items that have been scanned off the shelves as just past date or "best before". The items are then brought to the Olde Library Community Centre. The items are available for anyone to access and there is no limit to use. We don't advertise the service, as we are not a food bank, but it is offered to those who may need some food security, as well as to all facility users after hours.</p>
	<p>2022/23 Meeting Dates: September 20, October 18, November 15, January 24, February 28, March 21, April 18, May 16, June 20 (meetings will be at noon online through Google Meet)</p>

	Meeting adjourned at pm
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Parkland Foundation Board Meeting
Zoom
December 1, 2022 @ 10:00 am

ORGANIZATIONAL MEETING MINUTES

Board Members	Connie Huelsman Red Deer County	Ken Denson, Town of Penhold	Jul Bissell Village of Elnora
	Don Harrison Town of Innisfail	Sandy Gamble Town of Bowden	Tim Wilson Village of Delburne
The Bethany Group	Carla Beck CEO, The Bethany Group	Shannon Holtz Associate Director of Housing	Melodie Stol Stakeholder Relations

1.	<p>Call to Order</p> <p>The meeting was called to order at 10:05 am, and introductions were made. <i>Due to the weather forecast, the meeting was moved to online with notice sent via email Tuesday November 29.</i></p>
2.	<p>Election of Officers</p>
a.	<p>Election of Board Chair</p> <p>Carla Beck assumed the role of Chair and called for nominations for the position of Chairperson. Sandy Gamble nominated Connie Huelsman who accepted the nomination. A second and third call was made and no further nominations were received.</p> <p>Connie Huelsman was declared Chairperson of Parkland Foundation. The Chair was relinquished to Connie Huelsman.</p>
b.	<p>Election of Vice Chair</p> <p>Connie Huelsman called for nominations for the position of Vice Chair. Sandy Gamble nominated Tim Wilson who declined the nomination. Tim Wilson nominated Sandy Gamble who accepted the nomination. A second and third call was made and no further nominations were received.</p> <p>Sandy Gamble was declared Vice Chair of Parkland Foundation.</p>

Parkland Foundation Board Meeting

Zoom

December 1, 2022 @ 10:00 am

3.	<p>Review of Honorarium and Board Expenses</p> <p>Board honorariums and mileage were reviewed. Recommended that the mileage rate be adjusted to the CRA Reasonable rate, currently at \$0.61.</p> <p>PF ORG 22-12-01 MOVED by K. Denson to approve the mileage rate to be set to the CRA reasonable rate, currently \$0.61. CARRIED</p>
4.	<p>Signing Authority</p> <p>The signing authorities were reviewed, with no changes to chair/vice chair positions and the Financial Analyst position currently vacant.</p> <p>PF ORG 22-12-02 MOVED by S. Gamble to approve the Signing Authorities as follows: Housing General Operating Account and Lodge General Operating Account Chief Executive Officer – Carla Beck Director of Lodges and Housing – Shannon Holtz Chair – Connie Huelsman Vice Chair – Sandy Gamble</p> <p>ATB Administrator Chief Executive Officer – Carla Beck Director of Lodges and Housing – Shannon Holtz Financial Analyst – vacant CARRIED</p>
5.	<p>Quorum</p> <p>Discussion on setting quorum for board meetings.</p> <p>PF ORG 22-12-03 MOVED by J. Bissell to set quorum of for Parkland Foundation meetings at 3 members present. CARRIED</p>
6.	<p>2023 Meeting Dates</p> <p>Thursdays February 2, March 30, May 4, June 29, October 5 and December 7, 2023. Feb 2 and June 29 will be scheduled as ZOOM meetings.</p> <p>PF ORG 22-12-04 MOVED by D. Harrison to approve the 2023 Meeting Dates as presented. CARRIED</p>
7.	<p>Adjournment</p> <p>PF ORG 22-12-05 MOVED by T. Wilson that the Organizational Meeting be adjourned at 10:17 am . CARRIED</p>

MINUTES

Board Members	Connie Huelsman, Board Chair Red Deer County	Ken Denson, Town of Penhold	Jul Bissell Village of Elnora
	Don Harrison Town of Innisfail	Sandy Gamble Town of Bowden	Tim Wilson Village of Delburne
The Bethany Group	Carla Beck CEO, The Bethany Group	Shannon Holtz Director of Housing & Lodges	Melodie Stol Stakeholder Relations

1.	<p>Call to Order</p> <p>The meeting was called to order at 10:17 am by Chair Connie Huelsman. <i>Due to the weather forecast, the meeting was moved to online with notice sent by email on Tuesday November 29.</i></p>	
2.	<p>Review of Agenda</p> <p>PF 22-12-01 MOVED by J. Bissell to Approve the December 1, 2022 Agenda with the addition of 6a) IT Services with 6b) budget to follow. CARRIED</p>	
3.	<p>Approval of Minutes</p> <p>PF 22-12-02 MOVED by S. Gamble to Approve the October 5, 2022 Regular meeting minutes as presented. CARRIED</p>	
4.	Correspondence	
	d.	Seniors Income October-December 2022
	e.	The Bethany Group 2021 Annual Report
	PF 22-12-03 MOVED by T. Wilson to accept the Correspondence as presented. CARRIED	
5.	Reports	
	a.	<p>Financial Reports</p> <p>Review of financial reports for the 10 months ending October 31, 2022. Lodge: Solid and consistent occupancy. No Covid funding currently being received. All Lodge staffing lines currently filled. Housing: Solid occupancy and maintenance projects ongoing.</p>

		<p>PF 22-12-04 MOVED by K. Denson to accept the October financial reports as presented. CARRIED</p>
	b.	<p>Occupancy Stats to October 31, 2022</p> <p>11 suite renewals continuing, delays in tender process.</p> <p>Discussed marketing strategies for Bowden units for when suite renewal complete.</p> <p>Suggestions of an open house, updated photos for the website, and promoting local support services such as the shuttle bus.</p> <p>PF 22-12-05 MOVED by J. Bissell to accept the occupancy report as presented. CARRIED</p>
	c.	<p>CAO Report</p> <p>Highlights: Flu and booster immunizations offered on site at Autumn Grove. Capital maintenance projects status. Financial analyst position vacant with recruiting underway. Position will be thru TBG with 0.6 FTE to Parkland and 0.4 FTE to Lacombe. TBG Accounting and Payroll will provide support during the transition. Facility Services Manager position recruitment underway, position will cover Parkland, Lacombe and WALA service areas. Autumn Grove managers taking education opportunities for their roles. QI Meal Time experience wrapping up, focused now on building from the lessons learned and best practices that were identified. COR audit results of 88 %, developing action plans for the improvement areas. Government Ministry now Seniors, Community and Social Services.</p> <p>Discussion on lack of formal grand opening due to Covid. Suggestions to offer Autumn Grove for as a tour stop for the Lodge Program Review in 2023 and to get info on hosting the Seniors Week kick off event.</p> <p>PF 22-12-06 MOVED by D. Harrison to accept the CAO report for information. CARRIED</p>
6.	New Business	
	a.	<p>IT Services</p> <p>TBG IT reviewed the current delivery of IT services. Concerns with cost, support, security features, connectivity to TBG network and shared resources were identified. Service options and costing were reviewed.</p> <p>PF 22-12-07 MOVED by T. Wilson to approve Parkland Foundation IT integration to the TBG IT systems and equipment purchases with a budget of \$35,000 and further to exit current contract with Bulletproof. CARRIED</p>

	b.	<p>Budget 2023</p> <p>Lodge: Revenues based on 98% occupancy, no changes to LAP grant and requisition and no Covid funding. Expenses see current staffing levels maintained, 1.5% for wage increases and maintaining a paid flex day. Operating and maintenance increases reflect 5.5% CPI. Utilities futures contracts with 87/60 reflect higher natural gas, higher carbon taxes and electrical rates staying the same as 2022. TBG admin fee to rise \$4200 (7%). New IT structure is included in the budget.</p>
		<p>PF 22-12-08 MOVED by K. Denson to approve the 2023 Lodge Budget with requisition set at \$155,200. CARRIED</p> <p>Lodge rate sheet was reviewed.</p> <p>PF 22-12-09 MOVED by S. Gamble to approve rate sheets with no change to rental rate calculation, no increase to service package fees and changes to Guest Meal rates. CARRIED</p> <p>Housing: Reviewed occupancy projections, staffing levels reflecting any shared positions with lodge operations, maintenance costs rising 5.5% with the CPI. TBG admin fee to rise \$9647 (7%)</p> <p>PF 22-12-10 MOVED by T. Wilson to approve the 2023 Social Housing budget with a deficit of \$66,120. CARRIED</p> <p>Discussion on spending plans for the 2022 surplus in the Social Housing budget. Discussion on issues in securing contractors and quotes. T. Wilson offered to be a point of contact to connect local contractors with the housing manager. Offer to assist with community advertising when the suites are ready in Delburne.</p>
7.	Previous Business	
	a.	<p>Dodd's Lake Manor – garage</p> <p>Government does consider the garage at Dodd's Lake to be their property. They want to confirm condition of property for liability purposes. Would like to co-ordinate an inspection, Shannon and Don to connect for this. Issue that neither Parkland or Government has a key for the building. The shuttle service in Innisfail is transferring to the municipality and the community vans will be stored by the town after April 1.</p>
8.	<p>Next Meeting</p> <p>- Thursday February 2, 2023 at 10:00 am via ZOOM</p>	
9.	<p>Adjournment</p> <p>PF 22-12- MOVED by D. Harrison to adjourn the December 1, 2022 meeting at 11:31 am. CARRIED</p>	

PARKLAND FOUNDATION
Autumn Grove Lodge
STATEMENT OF OPERATIONS (unaudited)
For the 10 months ended October 31, 2022

		YTD	YTD	Favorable (unfavorable)	Total	Forecast Favorable (unfavorable)
		Actual	Budget	to Budget	Budget	to Budget
Revenue						
Rental revenue	Note 1	\$ 907,632	\$ 877,425	\$ 30,207	\$ 1,052,910	36,249
Grants - AB Seniors - LAP/SSG	Note 2	201,210	193,158	8,052	231,790	9,862
Grant - Utility		6,000	0	6,000	0	6,000
Recoveries: services and meals, phone		43,353	49,398	(6,045)	59,277	(7,254)
Other income		3,250	500	2,750	600	3,300
Covid Funding Received		56,744	120,887	(64,143)	36,266	20,478
Covid Funding Not Yet Received	Note 3	27	0	27	0	27
		<u>1,218,216</u>	<u>1,241,368</u>	<u>(23,152)</u>	<u>1,380,843</u>	<u>68,463</u>
Operating Expenses						
Utility costs		154,714	153,898	(816)	184,677	(980)
Operating expenses	Note 4	189,495	163,733	(25,762)	196,480	(30,914)
Maintenance-regular		41,613	37,228	(4,385)	44,674	(5,261)
Projects - non-recurring		0	0	0	0	0
Salaries and benefits	Note 5	717,652	818,304	100,652	981,965	120,782
Administration - other expenses		76,091	76,649	558	91,980	571
Covid Salaries and benefits expenses		55,451	114,223	58,772	34,267	(21,184)
Covid Expenses		3,287	6,666	3,379	2,000	(1,260)
		<u>1,236,304</u>	<u>1,370,701</u>	<u>132,397</u>	<u>1,536,043</u>	<u>61,953</u>
Net surplus (deficit) before requisition		(20,088)	(129,333)	109,246	(155,200)	130,316
Requisition revenue		90,533	129,333	38,800	155,200	0
Net surplus (deficit) after requisition	Note 6	<u>\$ 70,445</u>	<u>\$ 0</u>	<u>\$ 148,046</u>	<u>\$ 0</u>	<u>130,316</u>

- 1 Rental Revenue: Lodge Continues to remain full or close to full.
- 2 Grants - LAP Grant: We are receiving the same as we did last year.
- 3 All COVID funding is up to date - we have no COVID staff now.
- 4 Operating Expenses are mainly higher due to the higher cost of food.
- 5 Regular salaries are down due to no COVID staff - new Lodge attendants started at end of August.
- 6 Surplus is mainly due to not needing new staffing line while being funded for COVID.
But also due to higher revenues than budgeted..

PARKLAND FOUNDATION
Housing Operations

STATEMENT OF OPERATIONS (unaudited)
For the 10 months ended October 30, 2022

		YTD Actual	YTD Budget	Favorable (unfavorable) to Budget	Total Budget	FORECAST	Forecast Favorable (unfavorable) to Budget
Revenue							
Rental revenue	Note 1	\$ 617,631	\$ 586,808	\$ 30,823	\$ 704,172	741,158	36,986
Grants -ASHC		55,100	55,100	0	66,120	66,120	0
Grant - Utility		12,200	0	12,200	0	12,200	12,200
Recoveries: services and meals, phone		79,287	74,900	4,387	89,880	95,144	5,264
Other income		4,528	0	4,528	0	5,433	5,433
		<u>768,745</u>	<u>716,808</u>	<u>51,937</u>	<u>860,172</u>	<u>920,055</u>	<u>59,883</u>
Operating Expenses							
Utility costs		237,580	244,903	7,323	293,884	285,096	8,788
Operating expenses		37,905	25,633	(12,272)	30,760	45,486	(14,726)
Maintenance-regular	Note 2	127,913	98,718	(29,195)	118,462	153,496	(35,034)
Projects - non-recurring	Note 3	44,627	62,008	17,381	74,410	53,552	20,858
Salaries and benefits	Note 4	153,285	214,487	61,202	257,385	183,942	73,442
Administration - other expenses		69,668	71,056	1,388	85,271	83,601	1,671
		<u>670,978</u>	<u>716,805</u>	<u>45,827</u>	<u>860,172</u>	<u>805,174</u>	<u>54,999</u>
Net surplus (deficit)		97,767	3	97,764	0	114,880	114,881

- 1 Rental revenue has increased due to Housing Manager being able to fill as many vacants as she can.
- 2 Includes painting of 2 units at Bow Glen and contractor costs for grounds maintenance for Bowden, Innisfail (DLM) and Penhold. Also includes cement work at Autumn Grove, and flooring for BowGlen, Penhold Royal Manor and Westview.
- 3 Includes Penhold ramp (concrete), Painting of common areas in Dodd's Lake Manor and Parkland's portion of Westview Manor's flooring
- 4 Lower due to no maintenance worker for 2 months and no administrative assistant for Jan to Mar 2022 Will increase as year continues.

SENIORS' INCOME AMOUNTS

October 2022 – December 2022

The following income amounts reflect the *maximum benefit* rates that an *eligible* single senior or senior couple may receive:

	<i>SINGLE PERSON</i> <i>Maximum monthly payment amount</i>	<i>COUPLE</i> <i>Maximum monthly payment amount</i>	<i>Maximum annual income to receive the Benefit (general guideline only)</i>
Alberta Seniors Benefit (ASB)	\$285.92	\$428.83 (per household)	\$29,285 (single) \$47,545 (combined income)
Old Age Security (OAS) Age: 65 – 74	\$685.50	\$685.50 (each)	Less than \$129,757 (individual income)
Age: 75 and over	\$754.05	\$754.05 (each)	Less than \$129,757 (individual income)
Guaranteed Income Supplement (GIS)	\$1,023.88	\$616.31 (each)	Single Person: Less than \$20,784 Couple: Less than \$27,456 (if spouse receives full OAS) Less than \$38,448 (if your spouse receives the allowance) Less than \$49,824 (if spouse does not receive OAS pension or allowance)
Approximate total monthly income Age: 65 – 74 Age: 75 and over	\$1,995.30 \$2,063.85	\$3,032.45 (per couple) \$3,169.55 (per couple)	

Lodge Program Disposable Income amount is \$322.

NOTES:

- Next adjustment(s), if any, will be on **January 1, 2023**.
- **Special Needs Assistance for Seniors Program payments** are *not* considered income when calculating rent. (A senior may receive one or more payments in a benefit year (July 1 to June 30) up to a maximum of \$5,000 per eligible single senior or senior couple per benefit year.)
<http://www.seniors-housing.alberta.ca/seniors/special-needs-assistance.html>
- The above is general information. Specific information on the pension benefits available from the federal government can be found on the Government of Canada Pension Programs website at <https://www.canada.ca/en/services/benefits/publicpensions/cpp/old-age-security/payments.html>

Occupancy/Waitlist

For Selected Properties
Date From: 10/01/2022 to 10/31/2022

Building Name	Type	Town	No. of Units	Move Outs	Move Ins	Vacant Units	Current Avg. Age	Current Gender	Avg. Length of Stay (Years)	Occupancy
AUTUMN GROVE LODGE	Lodge	INNISFAIL	60	1	5	1	84	FEMALE 49 MALE 15	1	98%
BOWDEN R&N	Rural and Native	BOWDEN	2	0	0	0	20	FEMALE 4 MALE 2	3	100%
Bow Glen Court	Senior Self Contained	BOWDEN	10	1	0	5	77	FEMALE 3 MALE 3	7	50%
Westview Manor	Senior Self Contained	BOWDEN	20	0	0	6	72	FEMALE 8 MALE 7	4	70%
ELK HAVEN	Senior Self Contained	DELBURNE	12	0	0	1	74	FEMALE 6 MALE 5	1	92%
JUBILEE MANOR	Senior Self Contained	ELNDORA	4	0	0	0	77	FEMALE 0 MALE 4	1	100%
AUTUMN GROVE SSC	Senior Self Contained	INNISFAIL	30	1	1	1	81	FEMALE 24 MALE 10	2	97%
Dodds Lake Manor	Senior Self Contained	INNISFAIL	32	0	0	6	75	FEMALE 21 MALE 5	5	81%
Penhold Royal Manor	Senior Self Contained	PENHOLD	8	0	0	0	78	FEMALE 5 MALE 3	5	100%
Totals			178	3	6	20	71	FEMALE 120 MALE 54 UNSPECIFIED 5	3	

Total Applicants on Waitlist

Program Type	Town	Count
Lodge	INNISFAIL	20
Senior Self Contained	BOWDEN	4
Senior Self Contained	DELBURNE	2
Senior Self Contained	INNISFAIL	31
Senior Self Contained	PENHOLD	3
Total		60

Total Albertans Served

Program Type	Child (Under 18)	Adult (18 - 64)	Senior (65+)
Lodge	0	0	64
Rural and Native	3	3	0
Senior Self Contained	0	3	106
Total	3	6	170

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