

# Council Package

## February 27, 2024



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**AGENDA  
TOWN OF LAMONT  
REGULAR MEETING OF COUNCIL  
February 27, 2024**

**1. CALL TO ORDER AND RELATED BUSINESS**

**1.1. CALL TO ORDER**

**1.2. ADOPTION OF AGENDA**

**1.3. DECLARATION OF PECUNIARY INTEREST**

**1.4. ADOPTION OF MINUTES**

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**2. DELEGATIONS**

**2.1. MOTION FOR ACCEPTANCE OF DELEGATION**

**3. CORRESPONDENCE**

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**3.2. Municipal Affairs – Alberta Community Partnership Program .....Page 16**

**4. NEW BUSINESS**

**4.1. Transfer of Tax Recovery Costs to Tax Rolls.....Page 18**

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**5.3. Finance**.....Page 63

**6. NOTICES OF MOTION**

**7. CLOSED SESSION**.....Page 64

**7.1. Correspondence from Mayor Goertz, Village of Andrew**

**8. ADJOURNMENT**



5307 – 50 Avenue  
Lamont, AB T0B 2R0

**Town of Lamont  
February 13, 2024  
Regular Meeting of Council**

<b>PRESENT:</b>	Kirk Perrin	Mayor
	Jody Foulds	Councillor
	Linda Sieker	Councillor
	Al Harvey	Councillor
	Dave Taylor	Councillor
	Colleen Holowaychuk	Councillor
	Dawn Nielsen	Interim Chief Administrative Officer
	Tyler Edworthy	Director, Operations & Infrastructure
	Jaclyn Ponto-Lloyd	Recording Secretary

**CALL TO ORDER AND RELATED BUSINESS:**

**Call to Order: Mayor Perrin: called the meeting to order at 7:00 p.m.**

**Adoption of Agenda**

**MOTION: 39/24 Councillor Harvey: That the Council Agenda be accepted as presented.**

**CARRIED**

**Declaration of Pecuniary Interest: None.**

**ADOPTION OF MINUTES:**

a) Meeting Minutes – January 23, 2024

**MOTION: 40/24 Councillor Holowaychuk: That the Minutes of the January 23, 2024 Council Meeting be accepted as presented.**

**CARRIED**

**DELEGATIONS:**

- Regional Fire Chief & Director of Emergency Management, Bo Moore and Regional Deputy Fire Chief Scott Calder – Lamont County Emergency Services Annual Report

**MOTION: 41/24 Councillor Sieker:** That Bo Moore and Scott Calder be accepted as a delegation.

**CARRIED**

**CORRESPONDENCE:**

- **Delivering Economic Corridors HUB Presentation**
- **Eastern Alberta Trade Corridor Past Present Future HUB Presentation**
- **Fort Air Partnership – 2023 Air Quality Monitoring Results**
- **Letter to Alberta HUB – Economic Development Alliances**
- **National Police Federation Letter**
- **Village of Andrew – Fire Commission 2024**
- **NAAGO – November 13, 2023**

**MOTION: 42/24 Councillor Holowaychuk:** That Council defer the Village of Andrew – Fire Commission 2024 letter to Closed Session at the February 27, 2024 Council Meeting.

**CARRIED**

**MOTION: 43/24 Councillor Foulds:** That Council accept the correspondence as information.

**CARRIED**

**NEW BUSINESS:**

**ARB Appointments**

**MOTION: 44/24 Councillor Sieker:** That Council appoint the following individuals, as members of the Assessment Review Board for a term ending December 31, 2024: Darlene Chartrand, Sheryl Exley, Tina Groszko, Stewart Hennig, Richard Knowles, Raymond Ralph, and Denis Meier.

**CARRIED**

**MOTION: 45/24 Councillor Holowaychuk:** That Council appoint Raymond Ralph as Chair of the Assessment Review Board for a term ending December 31, 2024.

**CARRIED**

**MOTION: 46/24 Councillor Taylor:** That Council appoint Gerryl Amorin as Clerk of the Assessment Review Board for a term ending December 31, 2024.

**CARRIED**

### **Councillor Absence**

**MOTION: 47/24 Councillor Sieker:** That Council accept Mayor Kirk Perrin's and Councillor Jody Fould's absence at the February 27, 2024 Council Meeting due to prior commitments.

**CARRIED**

**MOTION: 48/24 Councillor Holowaychuk:** That Council accept Councillor Perry Koroluk's absence at the February 13, 2024 Council Meeting.

**CARRIED**

### **Economic Development Board Appointments**

**MOTION: 49/24 Councillor Foulds:** That Council reappoint Miles Mackow, Tamara Dabels, and Marcie Mazurenko to the Economic Development Board for a two-year term expiring December 31, 2025.

**CARRIED**

**MOTION: 50/24 Councillor Sieker:** That Council appoint Cathy Goulet and Dan Cholak to the Economic Development Board for a two-year term expiring December 31, 2025.

**CARRIED**

### **Governance & Priorities 2024 Budget Meetings**

**MOTION: 51/24 Councillor Taylor:** That Council call Governance and Priorities Meetings on March 19, 2024 at 6:00 p.m. and, if needed, March 21, 2024 for discussion of the 2024 Operational Budget and 3-year operating plan.

**CARRIED**

### **Improving Police Governance Questionnaire**

**MOTION: 52/24 Councillor Sieker:** That Council direct Councillors Foulds and Harvey to submit the questionnaire on improving police governance on behalf of Council by the March 15, 2024 deadline.

**CARRIED**

**Urban Hen Pilot Program**

**MOTION: 53/24 Councillor Holowaychuk:** That Council give first reading to Bylaw 03/24, Urban Hen Pilot Program.

**CARRIED**

**MOTION: 54/24 Councillor Foulds:** That Council give second reading to Bylaw 03/24, Urban Hen Pilot Program.

**CARRIED**

**MOTION: 55/24 Councillor Sieker:** That Council give unanimous consent to proceed to third reading of Bylaw 03/24, Urban Hen Pilot Program.

**UNANIMOUSLY CARRIED**

**MOTION: 56/24 Councillor Taylor:** That Council give third reading to Bylaw 03/24, Urban Hen Pilot Program.

**CARRIED**

**2024 Capital Works Program**

**MOTION: 57/24 Councillor Harvey:** That Council approve the 2024 Capital Works Funding Request as presented.

**CARRIED**

**Climate Change Adaptation & Resiliency Plan**

**MOTION: 58/24 Councillor Holowaychuk:** That Council accept the Climate Change Adaptation & Resiliency Plan as information.

**CARRIED**

**REPORTS:**

**Council Reports:**

**Mayor Perrin**                      Written report attached.

**Councillor Taylor**                Nothing to report.

**Councillor Harvey**                      Written report attached.  
**Councillor Sieker**                      Written report attached.  
**Councillor Foulds**                      Written report attached.  
**Councillor Holowaychuk**              Written report attached.

**Staff Reports:**

**Interim CAO**                                      Written report attached.  
**Director, Operations & Infrastructure**      Written report attached.  
Elk Island Wild meeting on February 9.

**MOTION: 59/24 Councillor Taylor:** That Council accept the reports as presented.

**CARRIED**

**NOTICES OF MOTION:** None.

**CLOSED SESSION:**

- **Summer Fest 2024**
  - *FOIP Section 24 – Advice from Officials*
  
- **CAO**
  - *FOIP Section 24 – Advice from Officials*

**MOTION: 60/24 Councillor Foulds:** That Council convene in closed session pursuant to Section 197 of the *Municipal Government Act* to meet in private to discuss matters protected from disclosure by Section 24 of the *Freedom of Information and Protection of Privacy Act* at 8:01 p.m.

**CARRIED**

**MOTION: 61/24 Councillor Foulds:** That Council revert to regular Council meeting session at 9:19 p.m.

**CARRIED**

**MOTION: 62/24 Councillor Holowaychuk:** That Council extend the meeting past 9:00 p.m.

**CARRIED**

**MOTIONS ARISING FROM CLOSED SESSION:**

**MOTION: 63/24 Councillor Sieker:** That Council direct Administration to proceed as directed in Closed Session.

**CARRIED**

**MOTION: 64/24 Councillor Harvey:** That Council appoint Tyler Edworthy as Interim CAO effective March 1, 2024.

**CARRIED**

**MOTION: 65/24 Councillor Harvey:** That Council direct Mr. Edworthy to proceed as directed in Closed Session.

**CARRIED**

**ADJOURNMENT:** Mayor Perrin adjourned the meeting at 9:22 p.m.

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Mayor

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Chief Administrative Officer



February 11, 2024

Inspector Barry LaRocque  
Detachment Commander RCMP Fort Saskatchewan  
Fort Saskatchewan, Alberta

Dear Mayor Perrin,

Please find the quarterly Community Policing Report attached that covers the October 1<sup>st</sup> to December 31<sup>st</sup>, 2023 reporting period. The attached report serves to provide a quarterly snapshot of the human resources, financial data and crime statistics for the Fort Saskatchewan Provincial Detachment.

I would also like to update you on one of our current technological endeavours. Over the last decade, the RCMP has utilized Remotely Piloted Aircraft Systems (RPAS) to support our specialized units, i.e. our Emergency Response Teams – which has been incredibly effective for enhancing police and public safety. Although the advancement of technology benefits industry and recreation, it facilitates greater accessibility for criminals, which requires a strategic response. To remain current in our ever-changing environment, and to be responsive to public reviews that call for better access to air support such as the Nova Scotia Mass Casualty Commission of Inquiry, we are actively researching and testing new technologies in a policing environment to enhance public safety. One such technology is how we might use RPAS for potential new police applications. This includes how we might use RPAS to assist with select calls for service, crime photography, search and rescue, and unfolding critical incidents, i.e. an active shooter. With its potential and capability for wider applications, we are further considering program options for our municipal, rural, and Indigenous communities; scalable depending on community need and interest. While we will always need a helicopter and fixed-wing aircraft for the movement of resources, these larger assets are not always immediately available. RPAS technology is providing an opportunity for our communities to effectively have their own police air support, at a significantly lower cost. As I learn more about further opportunities and challenges, I will be sure to keep you updated and informed.

Your ongoing engagement and the feedback you provide guides our Detachment team, and supports the reinforcement of your policing priorities. I always remain available to discuss your community-identified policing priorities and/or any ideas you may have that will enhance our service delivery to address the priorities that are important to you. As the Chief of Police for your community, I invite you to contact me should you have any questions or concerns.

Inspector Barry LaRocque  
Detachment Commander RCMP Fort Saskatchewan



## RCMP Provincial Policing Report

<b>Detachment</b>	Fort Saskatchewan
<b>Detachment Commander</b>	Insp. Barry Laracque
<b>Quarter</b>	Q3
<b>FTE Utilization Plan</b>	2023/24
<b>Date of Report</b>	2024-02-11

### Community Consultations

<b>Date</b>	2023-11-08
<b>Meeting Type</b>	Town Hall
<b>Topics Discussed</b>	Crime Reduction initiatives
<b>Notes/Comments</b>	Members conducted a Town Hall for the Town of Bruderheim to discuss the crime landscape in the area. The community members were encouraged to share policing and safety concerns.

<b>Date</b>	2023-11-22
<b>Meeting Type</b>	Town Hall
<b>Topics Discussed</b>	Crime Reduction Initiatives
<b>Notes/Comments</b>	Members attended a conference at the Lamont Rec Centre. Several people attended, including several elected officials. Updates on priority progress, statistics and concerns. A presentation about Crime Prevention through Environmental Design was given by a resource from the Community Safety and Well Being branch out of "K" Division Headquarters



<b>Date</b>	2023-11-28
<b>Meeting Type</b>	Meeting with Elected Officials
<b>Topics Discussed</b>	Regular reporting information sharing
<b>Notes/Comments</b>	Members presented the Fort Saskatchewan RCMP Quarter 2 Report to the Town of Lamont Mayor and Council.

<b>Date</b>	2023-11-30
<b>Meeting Type</b>	Town Hall
<b>Topics Discussed</b>	Crime Reduction Initiatives
<b>Notes/Comments</b>	Members conducted a Town Hall for the Village of Chipman and Lamont County to discuss the crime landscape in the area. The community members were encouraged to share policing and safety concerns. A presentation about Crime Prevention through Environmental Design was given by a resource from the Community Safety and Well Being branch out of "K" Division Headquarters

<b>Date</b>	2023-12-12
<b>Meeting Type</b>	Meeting with Elected Officials
<b>Topics Discussed</b>	Regular reporting information sharing
<b>Notes/Comments</b>	Members presented the Fort Saskatchewan RCMP Quarter 2 Report to the Sturgeon Mayor and Council.



## Community Priorities

<p><b>Priority 1</b></p>	<p>Enhance Road Safety</p>
<p><b>Current Status &amp; Results</b></p>	<p>During this quarter the Detachment issued 265 written traffic violation tickets and issued 34 verbal/written warnings for various traffic infractions. These tickets/warnings were issued across the entire Fort Saskatchewan Detachment area.</p> <p>During this quarter, General Duty and Traffic /Crime Reduction Unit took part in a total of 9 check stops throughout the detachment area. During this time, approximately 315 vehicles were checked resulting in 3 Immediate Roadside Sanction fails and 1 Immediate Roadside Sanction caution.</p>
<p><b>Priority 2</b></p>	<p>Police / Community Relations - Police Visibility</p>
<p><b>Current Status &amp; Results</b></p>	<p>This quarter the Detachment has been busy strengthening relationships with the rural community and community partners. Some examples of these efforts include:</p> <ul style="list-style-type: none"> <li>- In October Cst O'Brien conducted visits to the Lamont Elementary School</li> <li>- In November Members participated in Remembrance Day Ceremonies in Chipman, Bruderheim, Lamont and Bruderheim</li> <li>- In November, Town Hall meetings were conducted in Chipman, Bruderheim and Lamont</li> <li>- In November, Insp LaRocque attended the Light up the Night in Lamont and the Chipman Perogy supper.</li> </ul> <p>Cst Boulton partnered with ATB in Lamont County and delivered fraud presentations to an affected group of citizens in the rural area. The fraud presentation was well received and more presentations have been requested.</p> <p>The rural patrols continue to be a focus of the Fort Saskatchewan Detachment. At town halls people are indicating that they are not being seen but when explained that the patrols happen at all hours of the day it is a bit more understood.</p>
<p><b>Priority 3</b></p>	<p>Crime Reduction</p>
	<p>The Capture Program ( Citizen Registry of Video Surveillance) is an initiative being led by the Community Safety and Well Being Branch out of "K" Division Headquarters, The intention remains to carry forward with the program and promote the video registry. especially within businesses.</p> <p>The RAVE messaging platform has been expanded by the RCMP provincially and is beginning to be utilized more to put out alerts about stolen vehicles, crime information and crime prevention tips.</p> <p>CPTED presentations were completed at three town hall events during Q3 and were</p>



## Current Status & Results

extremely well received by the public. In addition there have been a number of documented assessments, and community members have been invited to reach out to CPTED personnel directly.

There have been 21 offender management files carried during Q3, and each watch has contributed to compliance checks. A total of 61 checks were completed, resulting in 2 breaches.

In October, the Fort Saskatchewan Detachment leadership team met with a representative from a group of concerned citizens in Lamont Country regarding a number property crimes and a group of people who are living in the area who are suspected to be responsible. Enforcement was undertaken, arrests were made but the accused were released by the courts. Efforts continue to be made to work with the concerned citizens to identify and arrest the individuals.



## Crime Statistics<sup>1</sup>

The following table provides policing statistics on actual offences within the periods listed. Please see Appendix for additional information and a five-year comparison.

Category	October - December			January - December		
	2022	2023	% Change Year-over-Year	2022	2023	% Change Year-over-Year
<b>Total Criminal Code</b>	228	232	2%	751	832	11%
<i>Persons Crime</i>	33	34	3%	116	145	25%
<i>Property Crime</i>	170	165	-3%	538	571	6%
<i>Other Criminal Code</i>	25	33	32%	97	116	20%
<b>Traffic Offences</b>						
<i>Criminal Code Traffic</i>	18	19	6%	60	62	3%
<i>Provincial Code Traffic</i>	571	533	-7%	2494	2101	-16%
<i>Other Traffic</i>	0	2	N/A	3	2	-33%
<b>CDSA Offences</b>	5	7	40%	14	23	64%
<b>Other Federal Acts</b>	6	8	33%	22	30	36%
<b>Other Provincial Acts</b>	73	84	15%	293	364	24%
<b>Municipal By-Laws</b>	6	11	83%	32	27	-16%
<b>Motor Vehicle Collisions</b>	81	89	10%	328	282	-14%

1. Data extracted from a live database (PROS) and is subject to change over time.

## Trends/Points of Interest

Property Crime still is trending higher. Arrests in Lamont County have been made but accused have been released by the Courts

Mental Health and Wellness Checks continue to be a draw on detachment resources.



## Provincial Police Service Composition Table<sup>2</sup>

Staffing Category	Established Positions	Working	Soft Vacancies <sup>3</sup>	Hard Vacancies <sup>4</sup>
Police Officers	8	5	3	0
Detachment Support	2	1	1	0

2. Data extracted on December 31, 2023 and is subject to change.

3. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.

4. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

## Comments

**Police Officers:** Of the eight established positions, five officers are currently working. There are three officers away on leave (one Graduated Return to Work, two Medical leave). There are no hard vacancies.

**Detachment Support:** Of the two established positions, one resource is currently working and the other is currently on medical leave. There are no hard vacancies.

## Quarterly Financial Drivers

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## Fort Saskatchewan Provincial Detachment Crime Statistics (Actual) Q4: 2019 - 2023

All categories contain "Attempted" and/or "Completed"

January 5, 2024

CATEGORY	Trend	2019	2020	2021	2022	2023	% Change 2019 - 2023	% Change 2022 - 2023	Avg File +/- per Year
Offences Related to Death		0	0	0	0	1	N/A	N/A	0.2
Robbery		1	0	0	0	0	-100%	N/A	-0.2
Sexual Assaults		2	2	1	2	4	100%	100%	0.4
Other Sexual Offences		0	0	0	3	3	N/A	0%	0.9
Assault		19	11	31	11	11	-42%	0%	-1.6
Kidnapping/Hostage/Abduction		0	0	0	0	0	N/A	N/A	0.0
Extortion		0	0	0	0	0	N/A	N/A	0.0
Criminal Harassment		5	6	8	5	7	40%	40%	0.3
Uttering Threats		7	5	11	12	8	14%	-33%	0.9
<b>TOTAL PERSONS</b>		<b>34</b>	<b>24</b>	<b>51</b>	<b>33</b>	<b>34</b>	<b>0%</b>	<b>3%</b>	<b>0.9</b>
Break & Enter		21	10	9	17	30	43%	76%	2.5
Theft of Motor Vehicle		14	22	15	26	22	57%	-15%	2.0
Theft Over \$5,000		3	4	5	7	4	33%	-43%	0.5
Theft Under \$5,000		21	15	23	41	27	29%	-34%	3.8
Possn Stn Goods		18	18	8	24	27	50%	13%	2.4
Fraud		13	6	9	16	21	62%	31%	2.6
Arson		0	1	1	3	1	N/A	-67%	0.4
Mischief - Damage To Property		29	19	23	24	23	-21%	-4%	-0.7
Mischief - Other		5	6	3	12	10	100%	-17%	1.6
<b>TOTAL PROPERTY</b>		<b>124</b>	<b>101</b>	<b>96</b>	<b>170</b>	<b>165</b>	<b>33%</b>	<b>-3%</b>	<b>15.1</b>
Offensive Weapons		6	4	1	5	13	117%	160%	1.5
Disturbing the peace		6	2	4	3	1	-83%	-67%	-0.9
Fail to Comply & Breaches		10	16	5	7	9	-10%	29%	-1.1
<b>OTHER CRIMINAL CODE</b>		<b>9</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>10</b>	<b>11%</b>	<b>0%</b>	<b>0.6</b>
<b>TOTAL OTHER CRIMINAL CODE</b>		<b>31</b>	<b>28</b>	<b>18</b>	<b>25</b>	<b>33</b>	<b>6%</b>	<b>32%</b>	<b>0.1</b>
<b>TOTAL CRIMINAL CODE</b>		<b>189</b>	<b>153</b>	<b>165</b>	<b>228</b>	<b>232</b>	<b>23%</b>	<b>2%</b>	<b>16.1</b>



## Crime Statistics (Actual)

Q4: 2019 - 2023

All categories contain "Attempted" and/or "Completed"

January 5, 2024

CATEGORY	Trend	2019	2020	2021	2022	2023	% Change 2019 - 2023	% Change 2022 - 2023	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		2	3	2	5	5	150%	0%	0.8
Drug Enforcement - Trafficking		5	1	0	0	2	-60%	N/A	-0.7
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
<b>Total Drugs</b>		<b>7</b>	<b>4</b>	<b>2</b>	<b>5</b>	<b>7</b>	<b>0%</b>	<b>40%</b>	<b>0.1</b>
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		0	0	0	1	1	N/A	0%	0.3
<b>TOTAL FEDERAL</b>		<b>7</b>	<b>4</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>14%</b>	<b>33%</b>	<b>0.4</b>
Liquor Act		3	11	1	5	4	33%	-20%	-0.4
Cannabis Act		5	9	2	1	0	-100%	-100%	-1.8
Mental Health Act		11	19	19	19	31	182%	63%	4.0
Other Provincial Stats		42	37	45	48	49	17%	2%	2.5
<b>Total Provincial Stats</b>		<b>61</b>	<b>76</b>	<b>67</b>	<b>73</b>	<b>84</b>	<b>38%</b>	<b>15%</b>	<b>4.3</b>
Municipal By-laws Traffic		0	1	0	0	0	N/A	N/A	-0.1
Municipal By-laws		3	0	9	6	11	267%	83%	2.2
<b>Total Municipal</b>		<b>3</b>	<b>1</b>	<b>9</b>	<b>6</b>	<b>11</b>	<b>267%</b>	<b>83%</b>	<b>2.1</b>
Fatals		0	0	1	1	0	N/A	-100%	0.1
Injury MVC		14	9	15	13	15	7%	15%	0.6
Property Damage MVC (Reportable)		74	49	75	50	65	-12%	30%	-1.7
Property Damage MVC (Non Reportable)		12	11	20	17	9	-25%	-47%	0.0
<b>TOTAL MVC</b>		<b>100</b>	<b>69</b>	<b>111</b>	<b>81</b>	<b>89</b>	<b>-11%</b>	<b>10%</b>	<b>-1.0</b>
Roadside Suspension - Alcohol (Prov)		N/A	N/A	N/A	N/A	10	N/A	N/A	N/A
Roadside Suspension - Drugs (Prov)		N/A	N/A	N/A	N/A	0	N/A	N/A	N/A
<b>Total Provincial Traffic</b>		<b>587</b>	<b>686</b>	<b>576</b>	<b>571</b>	<b>533</b>	<b>-9%</b>	<b>-7%</b>	<b>-22.3</b>
<b>Other Traffic</b>		<b>3</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>-33%</b>	<b>N/A</b>	<b>-1.0</b>
<b>Criminal Code Traffic</b>		<b>24</b>	<b>30</b>	<b>11</b>	<b>18</b>	<b>19</b>	<b>-21%</b>	<b>6%</b>	<b>-2.2</b>
<b>Common Police Activities</b>									
False Alarms		15	12	5	11	12	-20%	9%	-0.7
False/Abandoned 911 Call and 911 Act		16	15	7	6	10	-38%	67%	-2.1
Suspicious Person/Vehicle/Property		23	40	49	24	58	152%	142%	5.4
Persons Reported Missing		3	4	4	2	4	33%	100%	0.0
Search Warrants		3	0	0	0	0	-100%	N/A	-0.6
Spousal Abuse - Survey Code (Reported)		27	35	31	17	20	-26%	18%	-3.2
Form 10 (MHA) (Reported)		2	3	3	1	1	-50%	0%	-0.4



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Hays*

AR113641

February 12, 2024

Reeve David Diduck  
Lamont County  
PO Box 240  
Lamont AB T0B 2R0

Dear Reeve Diduck:

Through the Alberta Community Partnership (ACP) program, the Government of Alberta encourages strengthened relationships between municipalities and cooperative approaches to service delivery. By working in partnership with our neighbours, we create opportunities that support economic development and job creation. Together, we help build vibrant, resilient communities for the benefit of every Albertan.

I am pleased to inform you that Lamont County has been approved for a grant of \$125,000 under the Intermunicipal Collaboration component of the 2023/24 ACP in support of your Lamont County Regional Fire Services Master Plan project. This approval does not signify broader provincial support for any recommendation or outcome that might result from your project.

The conditional grant agreement will be sent shortly to your Chief Administrative Officer to obtain the appropriate signatures.

The Government of Alberta looks forward to celebrating your ACP-funded project with you and your municipal partnership. I encourage you to send invitations for these milestone events to my office. We ask that you advise Municipal Affairs a minimum of 15 working days prior to the proposed event. If you would like to discuss possible activities or events to recognize your ACP achievements, please contact a grant advisor, toll-free by dialing 310-0000, then 780-422-7125, or at [acp.grants@gov.ab.ca](mailto:acp.grants@gov.ab.ca).

.../2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Ric McIver  
Minister

cc: Honourable Jackie Armstrong-Homeniuk, MLA, Fort Saskatchewan-Vegreville  
Mayor Karl Hauch, Town of Bruderheim  
Mayor Kirk Perrin, Town of Lamont  
Mayor Cheryl Calinoiu, Town of Mundare  
Mayor Barry Goertz, Village of Andrew  
Mayor Morris Langevin, Village of Chipman  
Peter Tarnawsky, Chief Administrative Officer, Lamont County  
Phyllis Forsyth, Chief Administrative Officer, Town of Bruderheim  
Rick Bastow, Chief Administrative Officer, Town of Lamont  
Colin Zyla, Chief Administrative Officer, Town of Mundare  
Sharman Donald, Interim Chief Administrative Officer, Village of Andrew  
Patricia Tomkow, Chief Administrative Officer, Village of Chipman



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

AGENDA ITEM: 4.1

**COUNCIL MEETING DATE:**  
February 27, 2024

**ITEM DESCRIPTION OR TITLE**

**Transfer of Tax Recovery Costs to Tax Rolls**

**RECOMMENDATION**

**THAT** Council authorize the costs to be transferred to the tax rolls as itemized in the attached Schedule "A".

**BACKGROUND**

Costs associated with tax recovery proceedings related parcels can be transferred to the tax rolls as stated within the Municipal Government Act (MGA). A list of roll numbers and the associated costs with tax recovery proceedings has been attached as Schedule "A". The costs are related to legal expenses, appraisals, and all tax recovery related expenses.

**COMMUNICATIONS**

N/A

**IMPLICATIONS OF DECISION**

With the costs transferred, it is possible that costs may be recovered.

**FINANCIAL IMPLICATIONS**

Reimbursement of costs to the Town.

**POLICY AND/OR LEGISLATIVE REFERENCES**

MGA Section 553 (1)(f)

**ATTACHMENTS**

Schedule "A"- Transfer of Tax Recovery Costs to Tax Rolls

Report Prepared By: Betty Malica, Tax Clerk

Approved by CAO:



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

<b>Schedule "A"</b>			
<b>Transfer of Tax Recovery Costs to Tax Rolls</b>			
<b>Roll Number</b>		<b>Total</b>	
15600	Legal	3166.50	
15600	Appraisal	500.00	
<b>Total</b>		<b>3666.50</b>	



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**AGENDA ITEM:** 4.2

**COUNCIL MEETING DATE:**  
February 27, 2024

**ITEM DESCRIPTION OR TITLE**

**2024 Tax Recovery Public Auction – Reserve Bid**

**RECOMMENDATION**

**THAT** Council approve the Reserve Bid of \$40,000 for Roll #015600 for the March 21, 2024 Tax Recovery Public Auction.

**BACKGROUND**

Council was previously provided information for the property that remains on the tax arrears list and will therefore be offered for public auction as per the Municipal Government Act (MGA).

The MGA requires Council to set a reserve bid that is as close as reasonably possible to the market value of the property. HarrisonBowker Valuation Group, a local realtor and the property tax assessment values were taken into consideration when setting the reserve bid of the property.

The proposed reserve bid:

<u>Property</u>	<u>Legal Address</u>	<u>Estimated Market Value</u>
Roll 015600	Plan 127HW, Block 8, Lot 4	\$40,000

All parties who hold registration against the title to the property are advised of the tax recovery proceedings in accordance with legislation to ensure that they are aware and have the full opportunity to protect their interests.

**COMMUNICATIONS**

The required advertisement of the Tax Recovery Public Auction was placed in the Alberta Gazette on the January 31, 2024 edition as well as within the Lamont Leader on March 6, 2024 edition as per the MGA.

**IMPLICATIONS OF DECISION**

The Municipality must act in the best interest of the person responsible to pay the tax and to protect the rights of the landowner throughout the entire process. It is critical that the Municipality ensures that all steps are followed in accordance with legislation; failure to do so may result in the tax recovery process being set aside by the Courts and the municipality being directed to begin the process all over again. Council setting the reserve bids is the next step in the process.



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**FINANCIAL IMPLICATIONS**

N/A

**POLICY AND/OR LEGISLATIVE REFERENCES**

MGA Sections 418, 419, 421, 422

**ATTACHMENTS**

N/A

Report Prepared By: Dawn Nielsen, Interim CAO

Approved by CAO: 



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**AGENDA ITEM:** 4.3

**COUNCIL MEETING DATE:**  
February 27, 2024

**ITEM DESCRIPTION OR TITLE**

**Lamont Fish and Game Association Donation Request**

**RECOMMENDATION**

**THAT** Council determine the appropriate course of action.

**BACKGROUND**

The Lamont Fish and Game Association is a non-profit volunteer-run organization. The club has a lease on the local 40-acre property and trout pond. The property is used for many recreational activities, but fishing is the main use.

The water quality has become a major concern as the dissolved solids in the water have affected the clarity enough that it has become unpleasant to the eye and the oxygen level has dropped enough to affect the survival of the trout. The best treatment would be to aerate the water. This would require bringing in electrical power and the installation of diffuser-type aerators.

The estimated cost for treatment is as follows:

Bringing in power	\$21,000
Secondary power from meter to compressor	\$2,000
Small shed to house compressor and power outlet	\$2,000
Diffuser type aerators	\$23,700
Installation	\$1,000
<b>Total</b>	<b>\$49,700 (plus monthly power bill)</b>

The club is applying for grant assistance and will also be holding fundraising events, however, the cost is more than the club can do alone.

The club is looking for whatever support they can receive. Any support received is appreciated and will be advertised. Depending of the level of support, the club is open to various acknowledgements, including signage at the location listing all supporters, a large sign stating the water aeration is only possible through the support of "your name here", or actually naming the pond after a company. They are also open to other suggestions.



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**COMMUNICATIONS**

The Lamont Fish and Game Association will be notified of Council's decision.

**IMPLICATIONS OF DECISION**

Supports community clubs and associations.

**FINANCIAL IMPLICATIONS**

N/A

**POLICY AND/OR LEGISLATIVE REFERENCES**

Town policy 11-10 -Donation Request from Clubs, Organizations and Others

**ATTACHMENTS**

1. Donation Request Letter

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:



Lamont Fish and Game Association  
 PO Box 655  
 Lamont, Alberta, Canada  
 T0B 2R0

Town of Lamont  
 5307 50 Ave  
 Lamont, AB, T0B 2R0

January 2, 2024

Dear Mayor Perrin:

The Lamont Fish and Game Association is a non-profit volunteer-run organization that has been around since before the 1940's. We are registered under the Alberta Registry as a non-profit organization. We are a conservation club that values its part in not only the community but the entire province. While we have numerous valuable programs, our local trout pond and associated property is one we value among the top. Our club has a lease on the 40-acre property and our pond, once the town's water reservoir, is annually stocked with trout for all Albertans to benefit. The property is used for many recreational activities but the fishing opportunities for all are the main use.

Our water quality has become a major concern for us, as the dissolved solids in the water has affected the clarity enough that it has become unpleasant to the eye and the oxygen level has also dropped enough that trout survival is affected. The best treatment to resolve both these issues is to aerate the water. To do this, we need to bring in electrical power, and install diffuser-type aerators to improve the water quality. The cost to do this is a major hurdle for our club, and we are looking for whatever support your organization could provide for us. We have obtained all the quotes necessary, and have permits in place. Estimates are:

Bringing in power	\$ 21,000
Secondary power from meter to compressor	\$ 2,000
Small shed to house compressor and power outlet	\$ 2,000
Diffuser type aerators	\$ 23,700
Installation	\$ 1,000
<b>Total</b>	<b>\$ 49,700 (plus monthly power bill)</b>

Although this project is quite expensive. The long-term benefit and value of bringing recreational opportunities and an improved healthy lifestyle to not only the residents of the town of Lamont, the residents of the County of Lamont, but Albertans from much larger areas is priceless and has long-term benefits.

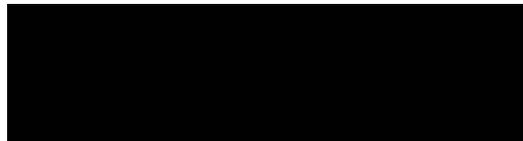
We are applying for some grant assistance, and will be holding some fundraising events, however, the cost of this project is more than our club can do alone.

Any support you could give would not only be much appreciated but largely advertised. Depending on the level of support, we would be open to various acknowledgements of support such as signage at the location listing all supporters, to a large sign stating that water aeration at this site is only possible through the kind support of “your name here”, and up to actually naming the pond after your company. We would also be open to any other suggestions or ideas you might have.

Thank you in advance,



Vince Pichota  
President  
Lamont Fish and Game Association



Doug Butler  
Vice President





# TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.4

**COUNCIL MEETING DATE:**  
February 27, 2024

## ITEM DESCRIPTION OR TITLE

**Joint Use and Planning Agreement**

## RECOMMENDATION

**THAT** Council accept the Joint Use and Planning Agreement as information.

## BACKGROUND

On June 10, 2020, the Municipal Government Act (MGA) was amended requiring municipalities to enter into a Joint Use and Planning Agreement (JUPA) with their respective school boards. The agreements were to be in place no later than June 10, 2023. On March 8, 2023, a Ministerial Order was received extending the date to June 10, 2025.

Administration began discussion with Elk Island Public Schools (EIPS) in early in 2022. A draft agreement was submitted by EIPS and used as the guiding document to remain consistent across municipalities. The JUPA is an important tool in providing educational, cultural, and recreational opportunities for residents in a manner that reduces or eliminates the need for duplicate facilities creating the most effective use of resources, and address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal and or school reserve lands.

The proposed agreement is perpetual and will be reviewed every 10 years. A working group will be established to oversee the operation of the agreement and meet annually to discuss and if required amend the agreement. Either party can call a full review of the agreement with 30 days written notice.

## COMMUNICATIONS

- Meet with Elk Island School Board to sign the final agreement.
- Create the working group to meet in May of this year.

## IMPLICATIONS OF DECISION

- Effective use, reducing the need for duplicate facilities.
- Develop and extend program opportunities for residents.

## FINANCIAL IMPLICATIONS

- N/A.



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**POLICY AND/OR LEGISLATIVE REFERENCES**

- MGA Section: 670, 672, 673
- Education Act Section 53.1
- Strategic Plan- Goal: Provide quality public spaces and opportunities for recreation.

**ATTACHMENTS**

- Joint Use and Planning Agreement Draft
- JUPA Fact Sheet
- Ministerial Order No. MSD: 013/23

Report Prepared By: Tyler Edworthy Director Operations and Infrastructure.

Approved by CAO:

A handwritten signature in black ink, appearing to be "TE", is written over the text "Approved by CAO:".

**JOINT USE AND PLANNING AGREEMENT**

**BETWEEN:**

**THE BOARD OF TRUSTEES OF ELK ISLAND PUBLIC SCHOOLS**

**AND**

**THE TOWN OF LAMONT**

DRAFT

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 Elk Island Public Schools	<b>JOINT USE AND PLANNING AGREEMENT</b>	<b>Contract #2022-140</b>
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THIS JOINT USE AND PLANNING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024.

Between:

**The Board of Trustees of Elk Island Public Schools**  
683 Wye Road, Sherwood Park, AB T8B 1N2  
(called "EIPS")

And

**The Town of Lamont**  
5307 50 Ave, Lamont, AB T0B 2R0  
(called "the Municipality")

WHEREAS:

The Reciprocal Use Agreement has since evolved and will now be known as the Joint Use and Planning Agreement.

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 in accordance with the Education Act; and

The Joint Use of Municipal Facilities and School Board Facilities is an important tool in providing educational, cultural, and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate Facilities thereby making the most effective use of the limited economic resources of the Municipality and School Board; and

The Board of Trustees of Elk Island Public Schools recognizes that students are part of the Division as a whole and therefore have access to Joint Use Spaces. EIPS is a division of choice, where students can attend any school within the Division with space, and therefore all students should have equal access to Joint Use Spaces across the division.

The *Municipal Government Act* allows the Municipality to obtain Municipal Reserve, School Reserve or Municipal and School Reserve as lands within the Municipality are subdivided to meet the open space and Site needs of the Municipality and School Board; and

	<b>JOINT USE AND PLANNING AGREEMENT</b>	<b>Contract #2022-140</b>
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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 grounds and the planning of Municipal Reserve, School Reserve and Municipal and School Reserve Lands the parties agree as follows:

### 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) "Calendar Day" means any one of the seven (7) days in a week.
- e) "Community Use" means any group not considered a user group is subject to the rules outlined in [Administrative Procedure 546 - Use of Division Facilities](#)
- f) "Council" means the Municipal council of the Municipality of Lamont.
- g) "CSA Standards" means Canadian Standards Association – Children’s Play spaces and Equipment.
- h) "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.
- i) "EIPS" means The Board of Trustees at Elk Island Public Schools.
- j) "EIPS Facility" means a school building and lands which is designed to accommodate students for instructional or educational purposes that is owned or controlled by EIPS.
- k) "EIPS Representative" means the Director, Facility Services or designate.
- l) "Hardship" means financial challenges for either party and or suffering as a result of the offering of space. The Joint Use of space should be respected to ensure neither party faces hardship as a result of the spirit of reciprocity.
- m) "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.
- n) "Joint Use" sets out the parameters for use of the Joint Use Space and whereby the costs to each party are now offered at cost recovery or no cost on the premise that access is mutually beneficial to the school (students, Board) and the community. The Agreement sets out all specifications for maintenance and use privileges of the areas.
- o) "Joint Use Space" means those portions of Municipal or EIPS Facilities that are available for booking by the Parties.

	<b>JOINT USE AND PLANNING AGREEMENT</b>	<b>Contract #2022-140</b>
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- p) "Municipal Approved Standards" means maintenance standards put in place by the Municipality to present a level of service that is appealing to the community. These standards may fluctuate from year to year, and location to location depending on the type of Facility or space.
- 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.
- 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) "Municipal Representative" means the Director of Operations and Infrastructure Municipality of Lamont or designate.
- u) "Municipal Sponsored Activities" means events administered by the Municipality, where the Municipality books the event, is the permit holder and holds liability insurance for the activity.
- v) "Municipality" means the Municipal corporation of Lamont, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- w) "Operations Working Group" means the committee which is comprised of the Municipal Representative and the EIPS Representative as established under this Agreement.
- x) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- y) "Reserve Account" means the interest-bearing account maintained by the Municipality for money provided in place of Reserve Land and proceeds from the sale of Reserve Land in accordance with the Act.
- z) "Reserve Land" means Municipal Reserve, School Reserve, or Municipal and School Reserve, as defined in the *Municipal Government Act*.
- aa) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by EIPS.
- bb) "School Days" means operational days and hours where curriculum programming is occurring. Inclusive programming consists of time periods in July and August (Summer School) and during evening hours (high school programming). The number of days and hours can change from year to year.
- cc) "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.
- dd) "School Principal" means the educational leader and chief administrator in the school, and is directly accountable to the Superintendent, as outlined in the Education Act.

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- ee) "School site" means lands acquired by or for a school division and upon which has been or will be constructed a School and/or school playing field.
- ff) "Students" means anyone enrolled in the EIPS school system "including summer school".
- gg) "Superintendent" means the chief executive officer of EIPS.
- hh) "User group" means any school or community group that fits within the eligibility criteria set out in the Operating Guidelines as per Schedule A – Operating Guidelines for Joint Use Space.

**SCHEDULES**

The following is the list of Schedules to this Agreement:

- Schedule "A" – Operating Guidelines for Joint Use Space
- Schedule "B" – Municipal Facilities and Times Available for Joint Use
- Schedule "C" – EIPS Facilities and Times Available for Joint Use
- Schedule "D" – School Site Planning Guidelines
- Schedule "E" – Dispute Resolution Process
- Schedule "F" – Gate Site Readiness Checklist

**1) TERM, REVIEW AND AMENDMENT OF AGREEMENT**

- a) The term of this Agreement is to commence on **XXX XXX, 2024** and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this Agreement shall be reviewed every ten (10) years with the first such review scheduled in 2033. The review shall be undertaken by the Operations Working Group. Following the review, the Operations Working Group shall advise the Parties in and how the Agreement should be amended.
- c) The Agreement may be amended from time to time during the term by resolution with the mutual written consent of both parties.
- d) Upon signing this Agreement, each party agrees to terminate the previous Reciprocal Use Agreement.

**2) 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 30 Calendar days 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.

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- 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.
- e) Any dispute between the Parties shall be resolved through the Dispute Resolution Process described in Schedule “E” – Dispute Resolution Process.

**3) PRINCIPLES**

- a) The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the Joint Use of Municipal Facilities and EIPS Facilities:
  - i. 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 in Schedule “B” – EIPS Facilities and Times Available for Joint Use and “C” – EIPS Facilities and Times Available for Joint Use, based on what EIPS, and Municipal Council believe to be in the best interests of the people they serve.
  - ii. 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.
  - iii. 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.
  - iv. 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 at the rate of cost recovery.
  - v. Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this Agreement successful.

**4) CONSULTATION WITH OTHER MUNICIPALITIES**

- a) In lieu of a single Agreement involving participation by all of the Municipalities in which EIPS operate, the Parties agree to consult and involve other Municipalities that are served by the same school division on an issue-by-issue basis as needed to share access to the schools and to plan for and acquire future School Sites. One or more separate Agreements between the Parties and these other Municipalities may be created as needed.
- b) When consultation with one or more Municipalities that are not Party to this Agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operations Working Group and the equivalent or similar committee established between the EIPS Representative and the other Municipalities.
- c) 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.

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- d) The Parties acknowledge that Municipal Facilities within the Joint Use and Planning Agreement may be used by students who are from outside the Municipal boundaries.

**5) REVIEW AND IMPLEMENTATION OF THE JOINT USE AND PLANNING AGREEMENT**

- a) Representation for the purpose of reviewing and implementing the Agreement.
- i. The Municipality Representative will be the Chief Administrative Officer or their designate.
  - ii. EIPS Representative will be the Director, Facility Services or their designate.
- b) Operations Working Group
- i. The Operations Working Group shall consist of the CAO (or designate) of the Municipality and the Director of Facility Services (or their designate) of EIPS.
  - ii. The Operations Working Group shall oversee the operation of this Agreement.
  - iii. The role of the Operations Working Group shall be to:
    - a. formulate policy recommendations related to Joint Use of Municipal and EIPS Facilities for consideration by Council and EIPS;
    - b. provide a forum to discuss issues of mutual interest related to Joint Use and formulate recommendations regarding amendments to this Agreement, including the Schedule “A” – Operating Guidelines for Joint Use Space;
    - c. formulate and approve Operating Directives, based on Schedule “A” – Operating Guidelines for Joint Use Space, for specific Facilities and types of use as needed;
    - d. review any approved Operating Directives on an annual basis that takes place during the annual meeting in the first week of May;
    - e. provide a forum for the operational concerns of the Parties to be discussed;
    - f. consult with and provide a forum through which the public can express concerns or opinions with respect to the Operating Directives, Schedule “A” Operating Guidelines for Joint Use Space, operation or use of Joint Use Space in Schedule “B” – Municipal Facilities and Times Available for Joint Use and “C” – EIPS Facilities and Times Available for Joint Use;
    - g. 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;
    - h. review the EIPS Capital Plan annually;
    - i. review the Reserve Account on an annual basis;
    - j. review any proposed amendments or updates of the Municipality’s Municipal Development Plan and Area Structure Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
    - k. determine how available or proposed School Sites are allocated between the school divisions based on the annual review of the updated Capital Plan of EIPS.
- c) The Operations Working Group shall meet at least once a year, during the first week of May and may meet more frequently if required. Meetings of the Operations Working Group may be in person or conducted by telephone or video conferencing.

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- d) The EIPS Representative shall chair meetings and provide secretarial support on even years. The Municipal Representative shall chair meetings and provide secretarial support on odd years.
- e) The Operations Working Group shall adopt such rules of procedure as may be agreed upon by its members.
- f) All decisions of the Operations Working Group shall require the consensus of its members. In the event that the Operations Working Group cannot reach a consensus on the issue, the matter shall be referred to the Dispute Resolution Process, for resolution or direction as to how the matter should be resolved.
- g) Minutes shall be kept for all meetings of the Operations Working Group. Copies of the minutes of the meetings shall be provided to all Parties.
- h) Members of the Operations Working Group may bring to the meetings of the Operations Working Group additional staff from the Municipality and/or EIPS or resource personnel, as necessary, to provide assistance to the members of the Operations Working Group in the carrying out of their responsibilities under this Agreement.
- i) The Operations Working Group may delegate any of its responsibilities to a subcommittee or subcommittees.

**6) DUTIES AND POWERS OF THE REPRESENTATIVES**

- a) The EIPS and Municipal Representatives shall have the following duties and powers:
  - i. To determine the building, lands or parts thereof to be designated as Joint Use Space.
  - ii. To develop rules and procedures for the operation of the Joint Use Spaces.
  - iii. To assess damages and the party responsible for the payment of any compensation for damage to the Joint Use Space.
  - iv. To recommend to EIPS and the Municipality any additions, deletions, or amendments to the Joint Use and Planning Agreement.
  - v. To review any changes made to Joint Use Space that would affect either party.

**7) JOINT USE SPACE**

- a) The Municipality shall make available, to EIPS, those Municipal Facilities identified as Joint Use Space in Schedule “B” – Municipal Facilities and Times Available for Joint Use. 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) EIPS shall make available, to the Municipality, EIPS Facilities identified as Joint Use Space in Schedule “C” – EIPS Facilities and Times Available for Joint Use. EIPS 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 “B” – Municipal Facilities and Times Available for Joint Use and “C” – EIPS Facilities and Times Available for Joint Use unless such use respects the Operating Guidelines which is identified in Schedule A, and any applicable Operating Directive(s), in effect from time to time.

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- d) The Municipal Representative may, upon three (3) months written notice to EIPS, amend Schedule “B” – Municipal Facilities and Times Available for Joint Use 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 EIPS Representative may, upon three (3) months written notice to the Municipality, add to or remove from the list of Joint Use Space provided by their Board in Schedule “C” – EIPS Facilities and Times Available for Joint Use, all, or any portion of one or more EIPS Facilities.
- 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 EIPS Representative, or the Municipal Representative, 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 the EIPS Representative 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 EIPS Representative and thereafter to the appropriate Superintendent; and
  - ii. in the case of a Municipal Facility, first to the Municipal Representative and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and EIPS may remove from the list of Joint Use Space any Facility or portion of a Facility, either for maintenance of the Facility or on a permanent or temporary basis, if the Facility or portion of a Facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.
- j) If the space is under maintenance or will be temporarily unavailable, a written notice shall be sent to the Parties prior to the annual meeting scheduled in May for the upcoming school year.

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

The Parties hereby agree to be bound by and comply with the Operating Guidelines as stated below.

- a) See Schedule “A” for further detail around the Operating Guidelines for Joint Use Space.
- b) The Municipality and EIPS shall make, where reasonable, Municipal and EIPS Facilities and grounds available as laid out in Schedule “B” – Municipal Facilities and Times Available for Joint Use and “C” – EIPS Facilities and Times Available for Joint Use for use by students registered with EIPS and Municipal user groups.
- c) The EIPS Representative shall be responsible at Lamont Elementary and Lamont High School for maintaining all playground equipment to CSA Standard at no cost to the Municipality, including inspections and audits.

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- d) The EIPS Representative shall be responsible at Lamont Elementary and Lamont High School for the maintenance of grounds, including fields and exclusive areas, at no charge to the Municipality.
- e) The EIPS Representative shall be responsible at Lamont Elementary and Lamont High School for snow removal of sidewalks and parking lot, at no charge to the Municipality.
- f) The EIPS Representative shall be responsible at Lamont Elementary and Lamont High School for custodial and maintenance at the School and Public Library at Lamont High.

**9) PLANNING, ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES**

- a) EIPS 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 EIPS.
- c) Where construction of a school that will serve two or more Municipalities is proposed, EIPS shall notify all 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 EIPS.
- 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 “D” – School Site Planning Guidelines. 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 or Area Structure 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) If a neighboring school division changes boundaries, this will trigger a review of the JUPA with the new school division.
- h) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality as they are subdivided to provide School Sites in accordance with the Municipal Development Plan or Area Structure Plan. The Municipality shall not be obligated to acquire lands for School Sites using any other resources at the Municipality’s disposal. The decision to commit the use of other resources at its disposal to acquire a School Site shall be at the sole discretion of the Municipality.
- i) The Municipality shall collaborate on the development of Schools Sites with neighboring Municipalities where possible and where mutually beneficial.
- j) EIPS acknowledges that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of

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land dedication shall be divided between the need for School Sites and the open space plans of the Municipality.

- k) 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.
- l) The Municipality will maintain a Reserve Account.
  - i. All monies paid to the Municipality in place of Reserve Lands or for the sale of Reserve Lands in accordance with the *Municipal Government Act* shall be deposited into the Reserve Account and shall be used solely for the purposes provided in the Act.
  - ii. The Municipality will submit to the Operations Working Group, at the annual meeting, a report showing the opening balance, activities, and ending balance of the Reserve Account for the most recent fiscal year.
  - iii. Prior to using the Reserve funds in the Reserve Account, the Municipality shall consult with the Operations Working Group and have regard to its input on the use of the Reserve funds for those purposes permitted by the *Municipal Government Act* including but not limited to a public park, a public recreation area, and School Board purposes.
- 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 Municipality and EIPS will work together when approaching the land owner.

**10) SERVICING AND DEVELOPMENT OF SCHOOL SITES**

- a) All School Sites shall be serviced to the property line prior to transfer to EIPS.
- b) As explained in Schedule “F” – Gate Site Readiness Checklist, the development of School Sites, considering suitability of Site size, Site topography, restrictive covenants, utility right of way boundaries, easements, encumbrances, and other interests registered on title.
- c) The services to be provided include, but are not limited to, water, wastewater, storm drainage, power, natural gas, telecommunications, roads, and sidewalks.
- d) 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.
- e) 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.

**11) 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:

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

## 12) 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 school division.
- c) The School Portion shall be transferred to a school division once:
  - a. EIPS has an identified need for the School Site;
  - b. EIPS has approval of the funding for the design of the School on the Site;
  - c. EIPS has applied for a development permit for the School and has submitted a Site plan and building plans to the Municipality; or
  - d. 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.

## 13) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If EIPS concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other school division shall determine if they require that Reserve Land.
- b) If the Reserve Land is required by one of the other school divisions, the Reserve Land shall be transferred to that other school division. Any dispute between the Representatives shall be resolved through the Dispute Resolution Process described in Schedule "E" – Dispute Resolution Process.
- c) In the event that the Reserve Land is not needed by any school division, EIPS in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless EIPS is prohibited from so doing by the Education Act or other legislation.
  - i. For more information regarding the Disposition of Reserve Land, please refer to [Policy 192 – Disposition of Property, in the Education Act](#).
  - ii. The Disposition of Property Regulation lays out EIPS Board policies regarding the use of school buildings and surplus Reserve Land. For additional details refer to [Administrative Procedure 519 – Surplus Land and Buildings](#).

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- d) The Municipality shall have one hundred and eighty (180) calendar days from EIPS 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. Upon notification to EIPS the Municipality shall be provided access to the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests, and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality for a nominal fee except for the cost of registering the transfer of land document.
- f) In the event that the Municipality elects not to assume ownership or EIPS is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the Site. This may include:
  - i. Redevelopment of the entire Site for a different use that is compatible with existing and future uses on lands near the Site, including any environmental remediation that may be required, or
  - ii. Subdividing the play fields or open space portion of the Site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

**14) DISPUTE RESOLUTION**

- a) Operational issues shall be addressed initially by administrative staff of the respective Facilities. In the event that the administrative staff are unable to resolve an operational issue then such issue shall be brought forward to the Operations Working Group in a timely manner. The decision of the Operations Working Group regarding operational issues shall be final and binding.
- b) The Parties agree to follow the Schedule “E” – Dispute Resolution Process for addressing non-operational disputes.

**15) APPLICABLE LAWS**

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

**16) 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 to affect the interpretation or construction of this Agreement.

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**17) TIME OF THE ESSENCE**

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipal or EIPS Representative are 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 Municipal Representative and EIPS Representative.

**18) 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.

**19) 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 Municipal Representative, 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. EIPS, 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 EIPS 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. EIPS, 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 EIPS Representative, 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.

**20) 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

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enforceability of the remaining terms and conditions in accordance with the intent of these presents.

**21) 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.

**22) INSURANCE**

The Parties hereto shall at all times carry and continue to carry General Liability Insurance in the amount of not less than **five million (\$5,000,000)** dollars per occurrence in respect to fire, vandalism, bodily injury, personal injury or death. The General Liability Insurance shall have an endorsement for occurrence property damage, contingent employer’s liability, and broad form insurance. The insurance to be maintained by each party herein shall be for the mutual benefit of both parties and shall contain waivers of subrogation against each party. Copies of updated insurance shall be exchanged between Parties on an annual basis.

**23) MUTUAL 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.

**24) 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.

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**25) 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 EIPS.

**26) NOTICES**

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

**EIPS Representative:** Elk Island Public Schools

683 Wye Road, Sherwood Park, Alberta, T8B 1N2  
 Director, Facility Services  
 Calvin Wait  
[calvin.wait@eips.ca](mailto:calvin.wait@eips.ca)  
 780-417-8127

**Municipal Representative:** Town of Lamont

5307-50 Ave, Lamont, Alberta, T0B 2R0  
 Director of Operations and Infrastructure  
 Tyler Edworthy  
[tyler.e@lamont.ca](mailto:tyler.e@lamont.ca)  
 780-895-2010

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

Provide formal names and signature lines for each respective party to the Agreement.

The Board of Trustees of Elk Island Public Schools	The Town of Lamont
<hr/> Signature	<hr/> Signature
<hr/> Print Name	<hr/> Print Name
Date:	Date:

## SCHEDULES

The following is the list of Schedules to this Agreement:

- Schedule "A" -- Operating Guidelines for Joint Use Space
- Schedule "B" – Municipal Facilities and Times Available for Joint Use
- Schedule "C" – EIPS Facilities and Times Available for Joint Use
- Schedule "D" – School Site Planning Guidelines
- Schedule "E" – Dispute Resolution Process
- Schedule "F" – Site Readiness Gated Checklist

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## Schedule “A” – Operating Guidelines for Joint Use Space

### 1) Operating Directives

- a) The EIPS School Principal shall ensure that all rules pertaining to student conduct in schools and during school field trips shall apply during use of the Municipal Facilities. Failure to abide by such rules may result in termination of the privilege of use of the Municipal Facilities.
- b) The EIPS Representative shall maintain priority use of EIPS Facilities. EIPS Facilities will be made available to the Municipality, where reasonable, during the hours laid out in Schedule “C” – EIPS Facilities and Times Available for Joint Use.
- c) The EIPS School Principal shall ensure that students are accompanied and supervised by an approved School Trip Supervisor and the appropriate number of chaperones as outlined in [AP 260: Field Trips](#). Students shall wear necessary personal protective equipment when using Municipal Facilities.
- d) The Municipal Representative shall ensure that all rules pertaining to use of Board Facilities are adhered to by event participants. Failure to abide by such rules may result in termination of the privilege of use of EIPS Facilities.
- e) The Municipal Representative shall ensure that user groups have adequate supervision by a Municipal Representative. All necessary personal protective equipment shall be used by user groups when using EIPS Facilities.
- f) The Municipality shall have reasonable access to EIPS Facilities at such time as the program needs warrant.

### 2) Insurance Coverage

- a) The Parties hereto shall at all times carry and continue to carry General Liability Insurance in the amount of not less than **five million (\$5,000,000)** dollars per occurrence in respect to fire, vandalism, bodily injury, personal injury or death. The General Liability Insurance shall have an endorsement for occurrence property damage, contingent employer’s liability, and broad form insurance. The insurance to be maintained by each party herein shall be for the mutual benefit of both parties and shall contain waivers of subrogation against each party. Copies of updated insurance shall be exchanged between Parties on an annual basis.

### 3) Damages to Joint Use Space

- a) For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a user group.
- b) Each party is responsible for damages caused by their use of a Joint Use Space. As determined by the operation committee.

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4) Booking School Facilities Joint Use Space

Booking the use of Joint Use Space within schools by user groups shall be made through the Facilities Booking Assistant.

Contact Information

Email: [facility.rentals@eips.ca](mailto:facility.rentals@eips.ca)

Phone: 780-417-8281

5) Booking Municipal Facilities Joint Use Space

Booking the use of Joint Use Space within Municipal Facilities by user groups shall be made through the Director of Operations and Infrastructure.

Contact Information

Email: [tyler.e@lamont.ca](mailto:tyler.e@lamont.ca)

Phone: 780 895-2010

6) Equipment

- a) The right to use EIPS Facilities includes the right to, within a gymnasium space, make use of volleyball posts and nets and basketball hoops. The right to use EIPS Facilities does not include the right to use score clocks or other specialized equipment.
- b) Use of all other equipment owned by the other party will require advance consent of the EIPS Representative or Municipal Representative as the case may be.

7) User Group Eligibility

- a) The Municipal use of EIPS Facilities contemplates such items as Municipal sponsored activities or training programs.
- b) Use of Facilities owned by either party, shall be made available in emergent situations, including weather related events. This will require advance consent of the EIPS Representative or Municipal Representative as the case may be.
- c) EIPS Facilities will be made available for other community uses and user groups as outlined in [Administrative Procedure 546 - Use of Division Facilities](#).

8) Cancellation of Bookings and Fees for Joint Use Space

- a) Use of the other party's Facility or equipment shall be without rental or custodial costs if the event is sponsored by or is deemed part of the mandate of EIPS or the Municipality for regular operational days.
- b) On non-operational days fees for cost recovery for security and cleaning will be applied.

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9) Custodial Responsibilities for School Use

- a) A custodian shall be present for the duration of all Municipal user group usage of after-hours bookings where the public are in attendance and shall ensure user groups have access to:
  - i. the Facility 15 minutes prior to and 15 minutes after the contracted time;
  - ii. first aid equipment; and
  - iii. washroom Facilities.

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**Schedule “B” – Municipal Facilities and Times Available for Joint Use**

Name of Facility	Address or Legal Description of Parcel(s) Containing School	Description of Facility and Amenities	Joint Use Times
Lamont Arena	4844 48 Ave, Lamont, AB, T0B 2R0	Skating Rink Hall Meeting Room	Regular school days and hours
Lamont Curling Club	4836 47 Ave, Lamont, AB, T0B 2R0	Curling Rink	*Regular school days and hours

\*The Curling Rink is available for booking through the Municipality, from May to June. Any bookings made from September to April are to be coordinated through the Lamont Curling Club.

Notes for Schedule “B” – Municipal Facilities and Times Available for Joint Use

- The Municipality shall provide access to first aide equipment.
- The Municipality shall provide access to and ensure Municipal Facilities are ready for use.

**Schedule “C” – EIPS Facilities and Times Available for Joint Use**

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities	Joint Use Times
Lamont Elementary School	4723 50 Ave, Lamont, AB T0B 2R0	Gym	Between 4pm - 10pm on operational days  Between 8am - 10pm on Saturdays
Lamont High School	4811 50 Ave, Lamont, AB T0B 2R0	Gym	Between 4pm - 10pm on operational days  Between 8am - 10pm on Saturdays

Notes for Schedule “C” – EIPS Facilities and Times Available for Joint Use:

- a) Facilities are available on operational days when not being utilized for school events.
- b) Facilities are not available as Joint Use Space for community use or user groups during Christmas, spring, summer, fall break, or on Sundays and Statutory holidays. The EIPS Representative may consider exceptions.
- c) Upon special request(s), classrooms and other specialty areas may be available to book at the sole discretion of the EIPS Representative or their designate.

### Schedule “D” – School Site Planning Guidelines

The parameters contained in this Schedule shall be applied when planning future School Sites in The Municipality’s current and future Municipal Development Plans, Area Structure Plans, or other statutory planning documents.

**1) Size of Site**

- a) The size of School Sites to be included in the Municipality’s plan shall be based on the types of schools needed over the long term and the grade configurations and minimum design for student capacity per school used by EIPS.
- b) For the EIPS the following guidelines apply:

ELK ISLAND PUBLIC SCHOOLS SCHOOL SITE LAND GUIDELINES												
School Building Envelope							Play Fields				Total	
Type of School (capacity)	School Footprint incl. Play Areas	Space for future modulars (if applicable)	Parking Stalls required	Parking Area	Set back Allowances (if applicable)	Total school building envelope	65 m x 110 m field with sidelines	Track and Field Area (if applicable)	Set back Allowances (if applicable)	Total Play Field Area	Minimum School Site Required	
K -6 school (450)	3.00	0.34	32	0.22	0.38	3.94	2.56	0.00	0.26	2.82	<b>6.76</b>	
K-6 school (600)	3.02	0.34	41	0.32	0.39	4.07	2.56	0.00	0.26	2.82	<b>6.89</b>	
K-9 school (600)	3.60	0.34	71	0.56	0.47	4.97	2.56	0.00	0.26	2.82	<b>7.79</b>	
K-9 school (900)	4.26	0.34	126	1.00	0.58	6.18	2.56	0.63	0.32	3.51	<b>9.69</b>	
10-12 school (900)	4.50	0.68	270	2.13	0.73	8.04	5.12	0.63	0.58	6.33	<b>14.37</b>	
10-12 school (1200)	6.00	0.68	353	2.79	0.95	10.42	5.12	0.63	0.58	6.33	<b>16.75</b>	
10-12 school (1500)	7.00	0.68	440	3.48	1.12	12.28	5.12	0.63	0.58	6.33	<b>18.61</b>	

Notes for Schedule “D” School Site Planning Guidelines:

- i. The land areas indicated assume that bus loading or off-loading and parent drop off occur on the adjacent public streets.
- ii. The areas indicated are minimum recommended areas and may need to be modified to accommodate specific Site shapes, grading and other aspects of the community or Site design (pathways, easements, separations from adjacent uses, etc...). The building footprint is based on the prototypical school designs of the province. (Single story)
- iii. The areas indicated are in acres.
- iv. The space required for modulars (space for freestanding portable classrooms required to accommodate population growth) could be relaxed if play fields can be placed to accommodate

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these freestanding units until a new school is opened. This also requires sufficient other play space for the total student population.

- v. Set Back allowances will vary from Site to Site. Examples may include the following: Storm water ponds or right-of-way pipelines or frontage. Setbacks will only occur, if necessary, as per the municipal by laws.
- vi. 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.
- vii. Each School Site shall be of adequate size to meet the initial and future expansion needs of the school.
- viii. 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.

**2) Site Shape and Configuration**

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

**3) Frontage along a Public Street**

- a) Where possible, each School Site shall have frontage along two public streets that intersect at a corner of the Site.
- b) 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.

**4) Accessible to Several Modes of Travel**

- a) Each School Site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.
- b) Each School Site shall have on Site pedestrian connections and connections to any pedestrian network linking the Site to surrounding community.
- c) Each Site shall accommodate active modes of transportation, such as bicycle access and on-Site bicycle parking Facilities.

**5) Site Topography and Soil Conditions**

- a) 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

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encumbered with utilities and utility rights of way that divide the Site or otherwise reduce the options for the placement of buildings and improvements.

- b) No storm water management ponds shall be incorporated into the School Site or the playing fields adjacent to a school.

**6) Access to Services**

- a) 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.
- b) For additional information regarding the specifics of these clauses please refer to Schedule "F" – Site Readiness Gated Checklist.

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## Schedule “E” Dispute Resolution Process

### Step 1: Notice of Dispute

- a) 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.
- b) During a dispute, the Parties must continue to perform their obligations under this Agreement.

### Step 2: Negotiation

- c) Within 14 calendar days after the notice of dispute is given, the Operations Working Group shall participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- d) Each Party shall identify the appropriate Representative who are knowledgeable about the issue(s) under dispute and the Representative 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.
- e) 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.
- f) In the event of a stalemate in the resolution of an issue(s) by the Operations Working Group, the Representatives shall bring the issue to the Superintendent of Elk Island Public Schools and the Chief Administrative Officer of the Town of Lamont.

### Step 3: Mediation

- g) 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.
- h) 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.
- i) 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

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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.

- j) 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.
- k) 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.
- l) 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**

- m) 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.
- n) 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 King’s Bench.
- o) 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.
- p) 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.

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### Schedule “F” – Gate Site Readiness Checklist

A link to the Gate Site Readiness Checklist is provided below. Please find the most updated version of this document on the Government of Alberta website.



Schedule F - Gated  
Site Readiness Chec

# Implementation Fact Sheet

## Municipal Government Act (MGA)

### Joint Use and Planning Agreements

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#### Relevant Legislation

MGA: s.670.1, s.672, s.673  
*Education Act*: s.53.1

#### MGA requirements

Joint use and planning agreements (JUPAs) 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 reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land. More than one municipality or school board may be a party to a JUPA.

On June 10, 2020 the MGA was amended to require municipalities to enter into JUPAs with school boards. These agreements must be in place by June 10, 2023.

#### What do municipalities need to know?

Municipalities are required to enter into JUPAs with school boards operating within their municipal boundaries. This requirement also applies to any other school board that may commence operations in the future. s.670.1(1),(2)

A JUPA must establish a process for discussing:

- the planning, development and use of school sites on MR, SR and MSR land in the municipality;
- the transferring of MR, SR and MSR land between a municipality and a school board (s.672, s.673 of the MGA);
- the disposal of school sites;
- the servicing of school sites on MR, SR and MSR land; and
- the use of school facilities, municipal facilities and playing fields on MR, SR and MSR land,

including the maintenance of facilities and fields and the payment of fees and other liabilities associated with them. s.670.1(3)(a)(i)-(v)

A JUPA must also:

- outline how a municipality and school board will work collaboratively;
- establish a dispute resolution procedure; and
- establish a timeframe for regular review of the agreement. s.670.1(b)-(d)

Municipalities and school boards who have existing Joint Use Agreements in place should review their agreements to ensure that they meet the JUPA requirements set out in the MGA.

JUPAs will be reported on as part of the municipal Statistical Information Return.

The Ministers of Municipal Affairs and Education have the authority to extend the three-year timeline requirement for entering into a JUPA.

#### What resources are available to assist?

To learn more about the MGA or *Education Act* visit: Alberta Queen's Printer at: <https://www.qp.alberta.ca/>

#### Questions:

Phone: 780-427-2225  
Toll-free in Alberta: 310-0000  
Email: [lqsmail@gov.ab.ca](mailto:lqsmail@gov.ab.ca)

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To learn more about the MGA or *Education Act* visit: Alberta Queen's Printers at: <https://www.qp.alberta.ca/>

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ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Shaw*

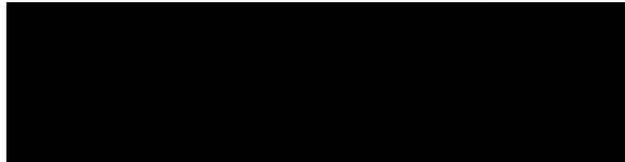
MINISTERIAL ORDER NO. MSD:013/23

I, Rebecca Schulz, Minister of Municipal Affairs, pursuant to Section 605(2) of the *Municipal Government Act (MGA)*, make the following order:

The date by which a municipality must enter into a joint use and planning agreement with a school board, as required by Section 670.1(1) of the *MGA*, is extended to June 10, 2025.

This order shall come into force on April 1, 2023.

Dated at Edmonton, Alberta, this 8<sup>th</sup> day of March, 2023.



Minister of Municipal Affairs



## **MAYOR & COUNCIL REPORT**

**COUNCIL MEETING DATE: February 27, 2024**

**ELECTED OFFICIAL: Colleen Holowaychuk**

**REPORT PERIOD: February 13-27, 2024**

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### **Boards and Committees:**

- February 20, 2024 – Lamont Elementary School Parent Council
  - Classes have been using the skating rink in the arena.
  - Celebrated Black History month with activities.
  - Ribbon skirt making day.
  - Session for staff and students on mental health regulation strategies have been taking place.
  - Currently 336 students
  
- February 21, 2024
  - Parade Committee meeting

### **Town of Lamont Business:**

- N/A

### **Professional Development (Workshops & Conferences):**

- N/A

### **Lamont Functions and Events:**

- N/A



## **MAYOR & COUNCIL REPORT**

**COUNCIL MEETING DATE: February 27, 2024**

**ELECTED OFFICIAL: Linda Sieker**

**REPORT PERIOD, February 11 ,2024 – February 27,2024**

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### **Boards and Committees:**

- Feb 16 – County of Lamont Foundation Finance Meeting
- Feb 23– County of Lamont Housing Foundation All Day Special Meeting

### **Town of Lamont Business:**

- Feb 21 - Summerfest Meeting

### **Professional Development (Workshops & Conferences)**

### **Lamont Functions and Events:**

# INTERIM CAO REPORT

## FOR THE PERIOD ENDING February 29, 2024

### HIGHLIGHTS:

Feb 16, 2024

- Payroll Advance
- Year end tasks completed
- AP Cheque run with Jackii
- Council meeting
- Audit - completed without issues

Feb 23, 2024

- Prepare for Feb 27 Council meeting.
- Budget planning with Robert & Tyler

Feb 26-29

- Payroll
- CEO/CAO meeting

### MEETINGS/EVENTS & PROFESSIONAL DEVELOPMENT:

- Summer Fest meeting Feb 21
- Engagement on improving police governance questionnaire completed Feb 20

Description	2024 Budget	Targeted		Variance	% of Completion	2024 -		Increase/ (Decrease)	Percentage	Note
		Amount Jan.	2024 Actual Jan.			Jan.	2023 - Jan.			
<b>REVENUE</b>										
General Revenue	(158,556)	(39,639)	(57,377)	(101,179)	36%	(57,377)	(60,099)	2,722	-5%	
Administration	(14,479)	(3,620)	(8,247)	(6,232)	57%	(8,247)	(2,427)	(5,820)	240%	
By Law	(1,854)	(463)	(420)	(1,434)	23%	(420)	(1,460)	1,040	-71%	
Strs. & Road	(1,948)	(487)	0	(1,948)	0%	0	0	0	0%	
Water	(185,528)	(46,382)	(72)	(185,455)	0%	(72)	0	(72)	0%	
Sewer	(77,250)	(19,313)	10	(77,260)	0%	10	92	(82)	-89%	
Garbage	(118,048)	(29,512)	31	(118,079)	0%	31	0	31	0%	
Cemetery	(396)	(99)	0	(396)	0%	0	0	0	0%	
Planning & Subdivision	(545)	(136)	(161)	(384)	30%	(161)	(24)	(137)	581%	
Hall	(4,221)	(1,055)	(485)	(3,736)	11%	(485)	(602)	117	-19%	
Arena	(24,839)	(6,210)	(800)	(24,039)	3%	(800)	(12,961)	12,161	-94%	
Park	(611)	(153)	0	(611)	0%	0	0	0	0%	
Curling Rink	(172)	(43)	(300)	128	175%	(300)	0	(300)	0%	
<b>TOTAL REVENUE</b>	<b>(588,444)</b>	<b>(147,111)</b>	<b>(67,821)</b>	<b>(520,624)</b>	<b>12%</b>	<b>(67,821)</b>	<b>(77,480)</b>	<b>9,660</b>	<b>0%</b>	

<b>EXPENSE</b>										
Council	54,658	13,665	12,178	42,480	22%	12,178	9,849	2,330	24%	
Administration	311,362	77,840	99,950	211,412	32%	99,950	48,549	51,401	106%	
Fire	19,831	4,958	260	19,571	1%	260	135	125	92%	
Disaster Service	600	150	0	600	0%	0	0	0	0%	
By-Law	49,166	12,291	0	49,166	0%	0	0	0	0%	
Public Work	125,607	31,402	14,378	111,228	11%	14,378	10,994	3,385	31%	
Street & Road	310,204	77,551	13,058	297,145	4%	13,058	21,881	(8,823)	-40%	
Storm Sewer	34,687	8,672	0	34,687	0%	0	0	0	0%	
Water	265,093	66,273	20,601	244,492	8%	20,601	18,291	2,310	13%	
Sewer	28,270	7,068	3,142	25,128	11%	3,142	65	3,077	4712%	
Garbage	189,189	129,912	0	189,189	0%	0	0	0	0%	
Family Community & Cemetery	10,670	2,668	0	10,670	0%	0	0	0	0%	
Town Beautification	3,460	865	0	3,460	0%	0	0	0	0%	
Planning & Subdivision	128,720	32,180	1,596	127,124	1%	1,596	208	1,388	666%	
Hall	66,842	16,710	6,316	60,526	9%	6,316	6,636	(320)	-5%	
Arena	147,806	36,952	17,651	130,155	12%	17,651	16,861	790	5%	
Park	69,957	17,489	6,148	63,810	9%	6,148	5,682	466	8%	
Curling Rink	33,906	8,477	150	33,756	0%	150	0	150	0%	
FCSS & School Fund	322,584	80,646	9,562	313,022	3%	9,562	9,308	253	3%	
<b>Total Expense</b>	<b>2,172,612</b>	<b>625,768</b>	<b>204,991</b>	<b>1,967,621</b>	<b>9%</b>	<b>204,991</b>	<b>148,460</b>	<b>56,531</b>	<b>38%</b>	

# CLOSED SESSION NOTICE

February 27, 2024

**7.1 Correspondence from Mayor Goertz, Village of Andrew**  
*(Advice from Officials)*

- *FOIP Section 24 – Advice from Officials*

**Motion to go into Closed Session:**

*"That Council convene in closed session pursuant to Section 197 of the Municipal Government Act to meet in private to discuss matters protected from disclosure by Section 24 of the Freedom of Information and Protection of Privacy Act at XXXX p.m."*