

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD
IN PERSON AND VIRTUALLY ON SEPTEMBER 5, 2023,
COMMENCING AT 7:00 PM**

**GoToMeeting
Public Access Code: 211-016-493**

AGENDA

- | <u>ITEM</u> | <u>SOURCE</u> |
|--------------------|--|
| 1. | Call to Order |
| 2. | Adoption of Agenda |
| 3. | Public Hearings - None |
| 4. | Delegations - None |
| 5. | Adoption of Minutes
a) Regular Council Meeting – August 21, 2023 |
| 6. | Unfinished Business – None |
| 7. | Bylaws or Policies - None |
| 8. | New Business
a) Advocacy Initiative – Discussion Only
b) Council Meeting Schedule – Fall 2023 – Discussion Only
c) Organizational Meeting – Discussion Only
d) Black Gold School Division Agreements - Discussion Only
e) Memorial Initiatives - Discussion Only |
| 9. | Financial - None |
| 10. | Department Reports - None |
| 11. | Council and Committee Reports - None |
| 12. | Action Items – None |
| 13. | Correspondence – None |
| 14. | Clarification of Agenda Business – (Open mic) |
| 15. | Closed Session
a) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)
b) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act) |
| 16. | Adjournment |

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD IN PERSON
AND VIRTUALLY ON MONDAY AUGUST 21, 2023**

Access Code: 211-016-493

1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of August 21, 2023, to order at the hour of 7:00 pm.

PRESENT: Mayor Carnahan, Councillors Faulkner, Gardner, McKeag Reber & Benson, CAO Losier, ADCS Bryans, RC Miller, Yellowhead Regional Library and Avillia Developments

2. **ADOPTION OF AGENDA:**

Moved by Councillor McKeag Reber that the agenda is hereby adopted as amended.

Addition of Bylaw #2023-23 & #2023-24 under Bylaws & Policies

**CARRIED
R-23-08-0246**

3. **PUBLIC HEARINGS:**

- a) **Bylaw #2023-23, a Bylaw to Amend the Land Use Bylaw**

Public Hearing opened @ 7:02 pm

Public Hearing closed @ 7:10 pm

- b) **Bylaw #2023-24, a Bylaw to Amend the Land Use Bylaw**

Public Hearing opened @ 7:10 pm

Kyle Reber, 8 Southbridge Drive, concern about fencing/retaining/tidy lots and development timeline.

Public Hearing closed @ 7:34 pm

4. **DELEGATIONS**

- a) **Yellowhead Regional Library 2022 Annual Report Presentation**

Mayor Carnahan thanked the Yellowhead Regional Library for their presentation at the time being 8:07 pm.

5. **ADOPTION OF MINUTES:**

- a) **Regular Council Meeting – July 17, 2023**

Moved by Councillor Faulkner that the minutes of the Regular Council Meeting of July 17, 2023, are hereby approved as presented.

**CARRIED
R-23-08-0247**

- c) **Special Meeting of Council – August 15, 2023**

Moved by Councillor Benson that the minutes of the Special Meeting of Council of August 15, 2023, are hereby approved as presented.

**CARRIED
R-23-08-0248**

6. **UNFINISHED BUSINESS: None**

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7. BYLAWS or POLICIES:

a) **Bylaw and Policy Review – Discussion Only**

b) **Bylaw #2023-23 – Land Use Bylaw Amendment**

Moved by Councillor McKeag Reber that Council pass a motion to table Bylaw #2023-23 – Land Use Bylaw Amendment until the redistricting fee is paid.

**CARRIED
R-23-08-0251**

c) **Bylaw #2023-24 – Land Use Bylaw Amendment**

Moved by Councillor Gardner that Council pass a motion to give Bylaw #2023-24 – Land Use Bylaw Amendment second reading.

**CARRIED
R-23-08-0249**

Moved by Councillor Faulkner that Council pass a motion to give Bylaw #2023-24 – Land Use Bylaw Amendment third reading.

**CARRIED
R-23-08-0250**

*Recessed @ 8:37 pm
Reconvened @ 8:48 pm*

8. NEW BUSINESS:

a) **Credit Card Service Fees – Discussion Only**

b) **Hayduk Lumber Permit Applications**

Moved by Councillor Gardner that Council pass a motion to approve both development permits as presented with the understanding that the lower approximate six (6) feet of the façade will be in a different material than the upper portion of the building and both will be in a neutral colour. As well, Council delegates the approval of signage to the Development Officer.

**CARRIED
R-23-08-0252**

Moved by Councillor Faulkner that the Special Council Meeting extend past 10:00 pm.

**CARRIED
R-23-08-0253**

c) **Ice Rental Agreement – Discussion Only**

9. FINANCIAL:

a) **Trial Balance as of August 14, 2023**

Moved by Councillor Benson that Council pass a motion to accept this report as information.

**CARRIED
R-23-08-0254**

10. DEPARTMENT REPORTS: None

**REGULAR MEETING OF COUNCIL
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11. COUNCIL AND COMMITTEE REPORTS:

- a) **Mayor Carnahan** – Not Submitted
- b) **Councillor Faulkner**
- c) **Councillor Gardner**
- d) **Councillor McKeag Reber** – Not Submitted
- e) **Councillor Benson** – Not Submitted

Moved by Councillor McKeag Reber that Council pass a motion to accept these reports as information.

**CARRIED
R-23-08-0255**

12. ACTION ITEM: None

13. CORRESPONDENCE:

- a) BGSD Invitation
- b) LRHF Invitation
- c) AB Munis Presidents Dinner Invitation
- d) CFB Edmonton Invitation
- e) Children of Vietnam Benevolent Foundation Invitation

Moved by Councillor Benson that Council pass a motion to accept this correspondence as information.

**CARRIED
R-23-08-0256**

14. CLARIFICATION OF AGENDA BUSINESS – (Open mic)

15. CLOSED SESSION: None

16. ADJOURNMENT:

The Regular Council Meeting adjourned at 10:18 pm.

These minutes signed this 5th day of September 2023.

Mayor Carnahan

CAO Losier

**2021-2022 Organizational Appointment
Committee's & Boards**

COMMITTEE/BOARD	Terms of Reference	Chair	MEMBERS	ALTERNATE
Municipal Planning Commission (MPC)	The MPC will advise and assist Council on the planning and development within the Town; and acts as the Development	Don Bartlett email: bartlettscalmar@gmail.com	Bob McKerracher Mayor Carnahan, Councillor Benson, Councillor Faulkner	N/A
Calmar Public Library Board	To govern and guide the Calmar Public Library through the 5 year Plan of Service.	George Egler email gjbgegler@gmail.com	Edward Sharpe, Cindy Miller, Elke Hemmings, Kathy Miller, Georgia Rehill Mayor Carnahan, Councillor Benson	N/A
Yellowhead Regional Library Board 433 King Street Box 4270 Spruce Grove, AB T7X 3B4	As a member of the YRL, the Town shall appoint one representative to the Board. The Board manages and controls the library system through organizing, promoting and maintain comprehensive and efficient library services. https://yrl.ab.ca/	Hank Smit email: lhaak@yrl.ab.ca Laurie	Councillor Gardner	Councillor Benson
Calmar & District Recreation Board	An advisory board to Council to prepare and present information regarding short and long term parks and recreation goals and objectives.	Rhonda Kanis email: rhonda.kanis@epsb.ca	Ian Miller, Michelle Olynk, Chris Fiest Councillor Gardner, Councillor McKeag	Councillor Benson
Leduc County F.C.S.S. Advisory Board 101, 1101 - 5th Street Nisku, AB T9E 2X3	As a municipal partner attendance is required to oversee the development and operation of the program, to act in an advisory capacity to County Council and to the F.C.S.S. Director, to make recommendations to County Council regarding the direction of the Program & to ensure the F.C.S.S. Act and Regulations are adhered to.	Dean Ohnysty, Director of Community Services email: dean@leduc-county.com	Councillor Benson	Councillor McKeag
Capital Region Southwest Water Services Commission c/o City of Leduc Civic Centre, #1 Alexandra Park Leduc, AB T9E 4C4	The CRSWSC is a regional co-operation providing clean and safe drinking water to the membership which includes the City of Leduc, Leduc County, City of Beaumont, the Edmonton International Airport (EIA), the Town of Calmar, the Village of Hay Lakes, Camrose County and the Town of Millet. The commission purchases its water from Epcor. The commission membership works together on long range planning, rate negotiation, and coordination of water supply.	Bill Daneluik email: Katherine O'Dwyer Kodwyer@leduc.ca	Councillor Faulkner, Councillor Gardner	Mayor Carnahan
Communities in Bloom	Calmar's Community in Bloom is a Canadian non-profit organization committed to fostering civic pride, environmental responsibility and beautification through	President: Gwen Speed Secretary/Treasurer: Sharon Ruta email:	Councillor McKeag,	Mayor Carnahan
Leduc County Fire Services Advisory Committee	Members of administration and Council meet quarterly with the Leduc County Fire Services senior team to review local fire service activities and items in relation to the Town of Calmar.		Mayor Carnahan, Councillor Gardner	Councillor Faulkner
Leduc Regional Emergency Management Committee	Representatives from Calmar, Inrosby, Warburg, and Leduc County came together to explore options to develop a regional emergency management agency. This committee began pre-covid, and has been delayed due to the pandemic. Plans to reconvene in 2022		Mayor Carnahan, Councillor McKeag	Councillor Benson

Leduc & District Regional Waste Management Commission c/o City of Leduc #1 Alexandra Park Leduc, AB T9E 4C4	To ensure that the affairs of the Authority are managed in accordance with the terms of the Incorporation Agreement, in compliance with regulatory requirements, and to ensure appropriate direction is provided to the Administration. https://leduregionallandfill.ca/	Commission Manager: Mike Pieters Executive Assistant - Shannon Bremner email: sbremner@leduc.ca	Councillor Faulkner	Councillor Benson
Edmonton Metro Region Waste Advisory Committee	The Edmonton Region Waste Advisory Committee provides a forum for information sharing and to assume a leadership role in bringing together stakeholders in cooperative, collaborative efforts to facilitate joint waste minimization strategies and solutions. https://www.edmonton.ca/city_government/city_organization/capital-region-waste-minimization-advisory-committee	Shelleen Lakusta email: shelleen.lakusta@gov.ab.ca	Mayor Carnahan	Councillor Gardner
Leduc Regional Housing Foundation 5118 50 Avenue Leduc AB T9E 6V4	LRHF is a not-for-profit, charitable organization that provides a variety of quality housing solutions and services to individuals, and families throughout the Leduc Region. The Foundation is governed by a board of the nine member municipalities Leduc County, City of Leduc, City of Beaumont, Town of Devon, Town of Calmar, Town of Thorsby, and the Village of Warburg. https://www.leduregionalhousing.ca/index.php	Kathy Barnhart email: kathybarnhart@telus.net also email Donna Cygan: dcygan@leduregionalhousing.ca	Mayor Carnahan	Councillor Gardner
THE CHAMBER - Leduc, Nisku, Wetaskiwin Regions 6420 - 50 Street Leduc, AB T9E 7K9 780-986-5454	The Chamber connects, supports and promotes local businesses to strengthen the regional economy. A board of directors sets strategic direction to meet the needs of the members. https://www.yourchamber.ca/	President: Tanis Techer email: info@yourchamber.ca	Councillor McKeag	Councillor Faulkner
Senior Citizen Club Advisor Representative Box 505 Calmar, AB T0C 0V0	Support and guidance of activities and operations of the Calmar and District Senior Citizen's Centre.	President is Ed Roskewich email: 48edward@telus.net	Councillor Faulkner	Mayor Carnahan
39/20 Alliance	The Town of Calmar is involved in a unique partnership with the Villages of Breton and Warburg, the 39/20 Alliance. The purpose of the Alliance is to promote municipal cooperation in delivery of services to our respective residents and ratepayers.		Mayor Carnahan, Councillor Benson	Councillor Gardner

THIS AGREEMENT made as of the ____ day of _____, 2023

BETWEEN:

THE TOWN OF CALMAR

(A Municipal Corporation pursuant to the laws of the Province of Alberta)

(herein referred to as the "Town")

- and -

THE BOARD OF TRUSTEES OF BLACK GOLD SCHOOL DIVISION

(A body corporate, incorporated pursuant to the *Education Act*,
being Chapter S-3 of the Statutes of Alberta as amended)

(herein referred to as "Black Gold")

SCHOOL RESERVE PLANNING & ALLOCATION AGREEMENT

WHEREAS, the *Municipal Government Act* provides authority for a municipality and school authorities to enter into an agreement for the purpose of allocating municipal and school reserve lands;

AND WHEREAS, the Parties desire to agree to a method of allocating reserve lands for school purposes;

AND WHEREAS, the Parties wish to foster a cooperative effort in the selection, transfer, and disposal of school reserve land within the Town and to provide for the efficient and cooperative use of school and municipal reserve land within the Town;

NOW THEREFORE, this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained and to be performed by the Parties, the Parties covenant and agree together as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise indicates, the terms set out below shall have the following meanings:

Act	means the <i>Municipal Government Act</i> , RSA 2000 c M-26;
Agreement	means this Agreement and Schedules "A" and "B" which are attached to and form part of this Agreement;
Approving Authority	means the Subdivision Authority and the Development Authority as defined in the Act and as established by bylaw;
Cash-In-Lieu Money	means any money received by the Town in place of school reserve or municipal and school reserve, with respect to a subdivision of land within the Town approved by the Approving Authority, pursuant to the Act;
Council	means the municipal council of the Town;
Joint Use Agreement	means a separate agreement between the Town and Black Gold pertaining to joint usage conditions for school facilities and Joint Use Grounds;
Joint Use Grounds	means any lands that become part of a Joint Use Agreement such as, the lands required for playgrounds, playing fields, sports grounds, stadiums, recreation fields, parks or public recreation area in accordance with the requirements set out in Schedule "A"

hereto. Joint Use Grounds for each school site shall be clearly defined within the Joint Use Agreement;

Land Acquired as Reserve	means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or municipal and school reserve, in accordance with the Act;
Municipal Reserve	means the land designated as Municipal Reserve, as defined by the Act;
Parties	means, collectively, the Town and Black Gold;
Party	means one of the Parties;
Province	means the Government of Alberta, or, where the context so requires, the area contained within the Province;
School Authority	means The Black Gold School Division;
School Building Site	means all lands as set out in Schedule "A" hereto, to be used immediately or in the future for the erection or placement of a school building or buildings (including ancillary buildings) and their operation and administration, together with those lands required for parking areas, walkways, driveways, fire lanes and other means of access;
School Reserve	means the land designated as School Reserve, as defined by the Act;
School Site	means the School Building Site along with the Joint Use Grounds;
Town	means the municipal corporation of the Town of Calmar, or, where the context so requires, the area contained within the boundaries of the Town;

2. TERM OF AGREEMENT

- 2.1 This Agreement shall be effective upon signing and shall continue to be in effect until such time as it is terminated.
- 2.2 The Agreement may be terminated:
 - a) at any time with the mutual written consent of the Parties; or
 - b) after a five (5) year written notice is given by any Party.

3. TOWN AND SCHOOL AUTHORITY MEETINGS

- 3.1 The Town and School Authority shall meet at least annually to discuss issues of mutual concern including, but not limited to, upcoming planning areas where new School Sites may be contemplated and future school needs.
- 3.2 Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.
- 3.3 Prior to the Town finalizing any annexation of land, the Town shall meet with the School Authority to discuss opportunities for future school sites within these lands.
- 3.4 The Town and the School Authority may meet with any developer wishing to amend an existing area structure plan where a School Site is planned.
- 3.5 Where a new area structure plan is proposed which falls within an area identified as a School Site under Article 3.3, the Town shall meet with the developer.

4. PROJECTING ENROLMENTS

- 4.1 The School Authority shall provide yearly enrolment statistics to the Town per school.
- 4.2 Enrolment projected out ten (10) years shall be used to anticipate future school needs, and will be based on an average school capacity of 500 students, while at the same time all Parties understand that some current and future schools within Town boundaries may have a lower enrolment capacity while others may have a greater enrolment capacity.
- 4.3 The projected timeframe or average school capacity may be adjusted with mutual consent of all Parties.

5. LAND ACQUIRED AS RESERVE AND CASH-IN-LIEU

- 5.1 Pursuant to the Act, the Approving Authority may require the registered owner of a parcel of land that is the subject of a proposed subdivision to:
 - a) provide part of that parcel as Land Acquired as Reserves for the various purposes identified in the Act, and designate a portion thereof as School Building Site or Joint Use Grounds;
 - b) provide money in place of Land Acquired as Reserves; or
 - c) provide a combination of land or money referred to in clauses a) and b).
- 5.2 Pursuant to the Act, the Approving Authority is required to:
 - a) specify the amount, type, and location of Land Acquired as Reserves and to allocate the Land Acquired as Reserves between the Town and the School Authority;
 - b) allocate the Cash-In-Lieu Money between the Town and the School Authority when money is to be provided in place of Land Acquired as Reserves; or
 - c) allocate a combination of Cash-In-Lieu Money and Land Acquired as Reserves as referred to in clauses a) and b).
- 5.3 Pursuant to the Act, Cash-In-Lieu monies and the interest earned on that money:
 - a) must be accounted for separately; and
 - b) may be used only in accordance with the Act.
- 5.4 All proposed School Sites shall be identified in consultation with the School Authority and shall be identified within area structure plans adopted by the Town.
- 5.5 When the School Authority is anticipating a new school through its capital planning initiative, the Town will endeavour to assist the School Authority in its application for funding by committing by way of a letter of commitment or other format as required by the Province, to provide a fully serviced School Site should funding be granted.
- 5.6 Where a School Authority's application for funding is successful, the site as assigned will be allocated to the School Authority for future construction.
- 5.7 When the School Authority received commitment of funding by the Province, it must immediately notify the Town.
- 5.8 Except as herein provided, when Land Acquired as Reserves are required to be dedicated as a result of subdivision of lands within the Town, the title to such Land Acquired as Reserves shall be vested in the Town as Municipal Reserve (MR).
- 5.9 Land Acquired as Reserves, or any portion thereof, acquired for the purpose of a School Building Site will be transferred from the Town to the School Authority for the consideration of One Dollar (\$1.00) when funding is committed by the Province for school's construction on that site.

- 5.10 Further to Article 5.9, unless otherwise agreed to by the Town and the School Authority, transfer of the School Building Site shall take place concurrent with registration of a subdivision of the Land Acquired as Reserve as undertaken by the Town, with any remaining portion created for the purpose of Joint Use Grounds or other reserve needs remaining vested in the name of the Town. Furthermore, the School Building Site shall be designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.
- 5.11 The Town shall assume all costs associated with the subdivision of the Land Acquired as Reserve and associated registration at the Alberta Land Titles office, as referenced in Article 5.10.
- 5.12 The Parties acknowledge and agree that while an area structure plan may change from time to time, and in accordance with the discretion of Town Council, there shall be no changes to the location of a proposed School Site without first consulting with the School Authority.
- 5.13 The School Authority agrees to respond on proposed changes to an area structure plan within 21 days of receiving notification from the Town. Notwithstanding, upon receipt of a request for extension prior to the expiry of this 21-day timeframe, the Town may grant the School Authority up to 10 additional days to respond for reasonable cause.

6. JOINT PLANNING AND SCHOOL LAND REQUIREMENTS

- 6.1 To support the adequate provision of School Sites, the Town will circulate to the School Authority all applications for area structure plans, outline plans or amendments thereto; and all subdivision applications within these planned areas.
- 6.2 When reviewing a proposed area structure plan or outline plan, or an amendment thereto, and bearing in mind Provincial requirements, the Town shall consider the following criteria pertaining to a proposed School Site:
 - a) appropriate proximity to existing schools and residential areas needing service, including consideration for the site's location related to existing and future School Authority bus routes;
 - b) a minimum land area in accordance with Schedule A total school site (bold column in Schedule A);
 - c) having site frontage onto two collector roads for ease of access and traffic circulation including consideration to ability to separate school bus and parent drop-off zones;
 - d) limited exposure to potentially harmful utility infrastructure, such as active well sites, pipelines, substations and other potential hazards to students, staff and other community users of school facilities;
 - e) services provided to the edge of the site, including roads, water, sanitary sewer, storm sewer, and power;
 - f) ability for the Town and/or the School Authority to partner on dual school sites and/or indoor or site enhancements; and
 - g) other considerations as the Town deems pertinent to the application.
- 6.3 Further to Article 6.2(d), the developer applying for the area structure plan, outline plan, or amendment thereto must submit a risk assessment pertaining to any significant utility infrastructure in proximity to the site, and this assessment shall be provided for review by the Town and the School Authority prior to accepting the land as a School Site.
- 6.4 If a proposed School Site does not meet the minimum criteria outlined in Article 6.2, the Town shall make specific mention of those areas of shortfall in their referral to the School Authority as required under Article 6.1. Furthermore and prior to deciding on any area structure plan or outline plan or amendment thereto, or a subdivision of land within these planned areas, the Approving Authority shall review and take into consideration the

criteria identified under Article 6.2 and any information provided within a risk assessment conducted under Article 6.3.

- 6.5 The School Authority and the Town shall consult with each other on the site design of the school, the School Building Site, Joint Use Grounds and community facilities located on Joint Use Grounds.
- 6.6 It is recognized that the Approving Authority is authorized to approve a development permit relating to the aforementioned uses should it meet municipal requirements.
- 6.7 If land needed for a School Site exceeds that which is to be provided in accordance with the Act, the Town shall be responsible for negotiating with landowners a separate agreement to purchase such additional land.
- 6.8 While the School Building Site shall be serviced with power, water, storm sewer and sanitary sewer, and while the timing and location of these services is at the Town's sole discretion, delivery will be in consultation with the School Authority to meet the timelines required by Alberta Education. The School Authority is responsible to obtain any letter of commitment from the owner/developer of unsubdivided or unserviced School Site land, should the same be required by the Province.

7. DISPOSITION OF LANDS AND IMPROVEMENTS

- 7.1 Lands reserved hereunder for School Building Site which are not developed shall be retained by the Town and used or disposed of subject to the provisions of the Act, the *Education Act* and all relevant regulations pertaining thereto, School Authority policy and the terms of this Agreement.
- 7.2 Every five (5) years, the Town and School Authority shall evaluate all undeveloped School Sites against the Article 6.2 criteria prior to the annual meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the School Authority interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Town by the School Authority no more than thirty (30) days following the annual meeting. The School Authority shall be responsible for obtaining any formal confirmation required under regulation or ministerial order, and shall forward a copy to the Town upon receipt.
- 7.3 Further to Article 7.2, the Town shall notify the landowner if, prior to subdivision, a School Site is no longer required; however, if subdivision has already occurred and the School Site has transferred to the Town, the Town shall retain ownership of the subject lands for recreation and park use or disposal as it deems appropriate, in accordance with Town policy.
- 7.4 Lands reserved for a School Building Site which have been transferred to the School Authority but not developed and are no longer required for School Authority purposes, shall be transferred back to the Town for the consideration of one dollar (\$1.00), subject to the provisions of the Act, the *Education Act* and all relevant regulations pertaining thereto.
- 7.5 When a School Building Site was developed by the School Authority, but it is no longer required for School Authority purposes, the Town shall be so notified in writing by the School Authority and shall have, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
 - a) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
 - b) for the improvements on the lands, and subject to the regulatory constraints with respect to the disposal of the School Building Site, at a value as determined by

an independent qualified appraiser selected by mutual agreement by the Town and the School Authority.

- 7.6 Further to Article 7.5, the purchase price will be paid in cash on exercise of the option to purchase.
- 7.7 Further to Article 7.5, if the Town declines to purchase the site, the Town will work with the School Authority to dispose of the School Building Site in accordance with the Act and the proceeds of the sale shall be divided in the following manner:
- a) an independent appraiser will be asked to assign a value to the land and a separate value for the building(s) on the site; and
 - b) the Town receiving a payment equal to the percentage of the sale attributed to the land value and the School Authority receiving a payment equal to the percentage of the sale attributed to the building value.
- 7.8 Notwithstanding any provision of this Agreement to the contrary, the School Authority shall be entitled to the entire proceeds of disposition of lands purchased, other than Land Acquired as Reserve, by the School Authority within the Town for a School Building Site.

8. ARBITRATION

Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:

- 8.1 All Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration, promptly and in an amiable manner by negotiations between the Parties. Conflicts should be resolved by the individuals closest to the issues having the actual authority to implement such resolution.
- 8.2 Should the negotiations to resolve any dispute fail to result in a resolution of the dispute between the Parties within fifteen (15) days after the dispute arose, either Party may submit the dispute for arbitration as provided in subsection (c) below. The determination arising out of the arbitration process shall be final and binding upon the Parties, provided however, that in the event that the dispute has not been resolved through the arbitration process as set forth in subsection (c) within ninety (90) days of a Party giving notice nominating an arbitrator as set forth in paragraph 8.3(a), any Party at any time thereafter, but prior to a determination being made by the arbitrator(s) shall have recourse to the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator(s) in respect of such dispute shall cease.
- 8.3 Arbitration shall be conducted in accordance with the following terms:
- a) The Party desiring arbitration shall nominate a single arbitrator and shall notify the other Party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other Party shall, within ten (10) days after receiving such notice, indicate acceptance of said single arbitrator or propose an alternative arbitrator. If the Parties are unable to agree on the selection of an arbitrator the parties or either one of them may apply to the Alberta Court of Queen's Bench to have one appointed;
 - b) If the Party receiving the notice of the nomination of the single arbitrator by the Party desiring arbitration fails within ten (10) days to accept or propose an alternative as required, then the arbitrator nominated by the

Party desiring arbitration may proceed to determine the dispute in such manner and at such times as he or she shall deem fit;

- c) The costs of arbitration shall be borne by the Parties as may be specified in the arbitrator's decision; and
- d) Except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, shall govern the arbitration process.

Any arbitration conducted pursuant to this Agreement shall take place in the Town, and, subject to the provisions of this Agreement, the decision of the arbitrator, in writing, shall be final and binding upon the Parties both in respect of procedure and the conduct of the Parties during the proceedings and final determination of the issues;

9. FURTHER ASSURANCES

Each Party shall, from time to time, and at all times, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

10. NUMBERS AND GENDER

In this Agreement, words importing the singular shall include the plural and words importing the masculine shall include the feminine or neuter or firms or corporations, or vice-versa, save where the context otherwise requires.

11. NOTICES

For the purposes of this Agreement, the addresses of the Parties are:

The Town of Calmar
PO Box 750, 4901 – 50 Ave
Calmar, Alberta, T0C 0V0

Attention: CAO

AND

The Black Gold School Division
3rd floor, 1101 – 5th Street
Nisku, Alberta, T9E 7N3

Attention: Associate Superintendent, Business & Finance

Any communication, notice or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the above addresses, or emailed to the attention of a Party's above-noted designate. Notice given in any such manner shall be deemed to have been received by the intended recipient on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for 3 days thereafter. In the event of disruption of normal postal service, any Party giving notice hereunder shall be required to deliver the same. Any Party may change its address for service from time to time upon notice to that effect. Communication conducted by email is also acceptable under this Agreement.

12. GENERAL PROVISIONS

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

- 12.2 This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 12.3 There shall be no waiver of a breach of this Agreement unless such waiver is signed by the Parties that have not committed the breach. Waiver to a specific breach shall not affect the rights of the parties relating to other future breaches.
- 12.4 This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 12.5 Time is of the essence in this Agreement, and if any Party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other Parties may elect to terminate the Agreement for cause.
- 12.6 This Agreement contains the entire agreement of the Parties, and no modifications to the Agreement shall be binding upon the Parties unless such modification is in writing signed by the respective Parties.

IN WITNESS WHEREOF, the Parties have duly executed these presents the day and year first above written.

THE TOWN OF CALMAR

Per: _____

Per: _____

THE BOARD OF TRSUTEES OF BLACK GOLD SCHOOL DIVISION

Per: _____

Per: _____

FACILITIES JOINT USE AGREEMENT

This Agreement is entered into this ___ day of _____, 2023.

BETWEEN

**THE BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION**
(hereinafter referred to as the "*Division*")

- AND -

THE TOWN OF CALMAR
(hereinafter referred to as the "*Town*")

WHEREAS:

It is the responsibility of the Town to plan, develop, construct, operate and maintain park and recreational land and facilities in the Town of Calmar.

It is the responsibility of the Division to develop and deliver educational programs and provide the necessary facilities and sites for these programs.

The Parties support sharing of publicly funded facilities to maximize benefit to students and citizens of the Town of Calmar.

The Town and the Division wish to reaffirm their commitment to the principles of the shared use of Town Facilities and School Facilities.

In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, bona fide and in the utmost good faith with each other and accordingly agree, from time to time, as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

The Parties agree that the foregoing Preambles shall form part of this Agreement.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of Town Facilities and School Facilities the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:

- (a) "Agreement" means this Agreement and Schedule "A" which is attached to and form part of this Agreement.
- (b) "Associate Superintendent" means the Associate Superintendent – Business & Finance of the Division.
- (c) "Board" means the Board of Trustees of Black Gold School Division and any successor board or authority.
- (d) "CAO" means the Chief Administrative Officer of the Town.
- (e) "Council" means the municipal council of the Town of Calmar.
- (f) "Disease Pandemic" means any disease which is considered to be: a global pandemic by the World Health Organization; a national pandemic by the Government of Canada, or a provincial pandemic by the Government of Alberta;
- (g) "Disease Pandemic Guidelines" means all guidelines and regulations published by the Government of Alberta and any other relevant Government Authority regarding mitigation measures taken to reduce transmission of a Disease Pandemic.
- (h) "Effective Date" means the ___ day of _____ 2023, or such other date as may be mutually agreed in writing by the CAO and the Associate Superintendent.

- (i) "Extraordinary Costs" means costs incurred for vandalism/undue damage repair, to meet special User Group requirements, to meet legislative requirements, and costs associated with bringing a facility up to standard following an intense level of use.
- (j) "Force Majeure" means the occurrence of an event beyond the reasonable control of a party that interferes with, delays or prevents performance of the obligations of a party, provided that the non-performing party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other means. Subject to the foregoing, "Force Majeure" includes, (i) explosions, fires, wildfires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) acts of federal, provincial or local governmental authorities or courts; (iii) an order, directive, or recommendation of any Government Authority related to a Disease Pandemic, due to changes to the Disease Pandemic Guidelines, or any combination of thereof; (iv) a labour strike of the Town's or Division's employees; and (v) acts of war (declared or undeclared), acts of terrorism, insurrection, riots or civil disorders, but does not include a failure to perform as a result of a party's lack of funds or financial ability or capacity to carry on business;
- (k) "Joint Use Facilities" means those facilities designated by the Parties and listed in Schedule "A".
- (l) "Operating Guidelines" means the joint use guidelines created for the shared use of Town Facilities and School Facilities as set out in Schedule "A".
- (m) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- (n) "School Facilities" shall have the meaning set out in Schedule A-2.
- (o) "Superintendent" means the Superintendent of the Division.
- (p) "Town Facilities" shall have the meaning set out in Schedule A-1.

2. TERM

- 2.1 This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties in accordance with Article 8.

3. JOINT USE COMMITTEE

- 3.1. A Joint Use Committee will be established consisting of one (1) or two (2) representative(s) appointed by each of the respective Parties.
- 3.2. It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.
- 3.3. The Joint Use Committee shall be responsible to the Town and the Division for carrying out the following duties from time to time during the course of the Agreement.
 - (a) Interpreting the Agreement;
 - (b) Implementing the Agreement;
 - (c) Recommending amendments to the Agreement; and
 - (d) Evaluating the effectiveness of the Agreement annually.
- 3.4. The Joint Use Committee will ensure that the Schedule A is accurate and current on an annual basis.
- 3.5. Changes to policies or practices relating to this Agreement or affecting the use of Joint Use Facilities shall be determined in consultation with the Parties.

4. JOINT USE FACILITIES

4.1. Town Facilities

- (a) The Town shall make available to the Division those Town Facilities identified as Joint Use Facilities on Schedule "A".
- (b) The Town shall determine what activities can be accommodated in these facilities.
- (c) The Town may, if the Division requests services above the normal level, charge for additional costs to meet those requests.
- (d) The Town may also charge the Division for any extraordinary costs the Town incurs due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a Town Facility by a school user group.
- (e) The Town shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

4.2 School Facilities

- (a) The Division shall make available to the Town those School Facilities identified as Joint Use Facilities on Schedule "A".
- (b) The Division shall determine what activities can be accommodated in these facilities.
- (c) The Division may, if the Town requests services above the normal level, charge for additional costs to meet those requests.
- (d) The Division may also charge the Town for any extraordinary costs the Division may incur due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a School Facility by a Town user group.
- (e) The Division shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

5. OPERATING GUIDELINES

- 5.1. The Parties hereby agree to adhere with the Operating Guidelines which are attached to this Agreement as Schedule "A".
- 5.2. The Parties shall not allow use of Joint Use Facilities unless such use respects the Operating Guidelines in effect.
- 5.3. The Parties agree to give a minimum of two weeks (14 days) notice if they wish to book their own facilities, causing the other Party to be "bumped".
- 5.4. The Parties agree to give a minimum of one week (7 days) notice for any cancellation of bookings, unless it is beyond the reasonable control of the other Party.
- 5.5. The Parties agree that they are responsible to provide their own supervision and minor clean-up (leaving the facility as it was found) when using the other Party's facility.
- 5.6. The Parties agree to provide complete janitorial services as required in their own facilities.
- 5.7. Town use of School Facilities will be booked through the Division's Facilities Rental Assistant.
- 5.8. School use of Town Facilities will be booked through the Town's Recreation Coordinator.

6. INSURANCE AND INDEMNITY

6.1. Both Parties shall, at their own expense and without limiting their liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the other Party in its sole discretion.

- a) Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

The insurance policies mentioned above are to contain, or be endorsed to contain, the following provisions:

- a) Both parties shall have the required insurance in full force and effect prior to execution of this Agreement and shall provide the other Party with evidence satisfactory to the other Party of all required insurance in the form of the Certificate of Insurance.
- b) The insurance to be maintained by each Party shall list the other Party as an additional insured.
- c) All required insurance shall be endorsed to provide the other Party with 30 days advance written notice of cancellation.
- d) Both parties shall require and ensure that each subcontractor provide evidence of comparable insurance to that set forth in the insurance requirements section of the contract and shall provide evidence of same to the other Party upon request.

6.2 Each Party (the “Indemnifying Party”) agrees to defend, indemnify and hold the other Party (the “Non-Indemnifying Party”) harmless from all loss, cost, expense, judgment or damage on account of injury to persons, including personal injury, death and damage to property, in any way caused by the negligence of the Indemnifying Party, its servants, subcontractors, agents or employees, which relates to (or arises out of) programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Non-Indemnifying Party in defending any legal action pertaining to the above.

7. WITHDRAWAL AND TERMINATION

- 7.1. Either Party may withdraw from this Agreement in any year of the term by providing one (1) year's written notice to the other Party of its intention to withdraw from this Agreement.
- 7.2. This Agreement may be terminated upon the written agreement of the Parties.

8. AMENDMENT

- 8.1. The Agreement shall not be modified, varied or amended except by the written agreement executed by the Parties.
- 8.2. Changes and/or modifications to Schedule "A" may be made from time to time by the Joint Use Committee when necessary. However, final authority is assigned to the owner of the facility where applicable. No other amendments to the Agreement shall be made expect by written agreement executed by the Parties.

9. FORCE MAJEURE

- 9.1. Neither party will be held responsible or liable to the other or deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from a Force Majeure event. Any delay, failure or inability of a Party to perform its obligations under this Agreement will be excused for the reasonable duration of the Force Majeure event.
- 9.2. Where either party is prevented from carrying out its respective obligations hereunder due to a Force Majeure event, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure event to the other party and of the obligations, the performance of which is thereby delayed or prevented, and the party giving notice shall thereupon be excused from the performance of such obligations for the period of time directly attributable to such prevention or delay.

10. DISPUTE RESOLUTION

- 10.1. The Parties acknowledge that it is their intent to resolve all disputes in a private, expeditious and business-like manner through communication, discussion and resolution by negotiation. In furtherance of those objectives, the Parties agree to refer any unresolved dispute to the CAO and Superintendent for resolution.

11. NOTICE

11.1. Whether or not so stipulated herein, all notices, communication, requests and statements (the "**Notice**") required or permitted hereunder shall be in writing.

11.2. Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

(i) Black Gold School Division
3rd Floor, 1101 - 5th Street
Nisku, Alberta T9E 7N3
Attention: Associate Superintendent – Business & Finance
E-mail: chelsey.volkman@blackgold.ca

(ii) Town of Calmar
P.O. Box 750
Calmar, Alberta T0C 0V0
Attention: CAO
E-mail: slosier@calmar.ca

or to such other address as each Party may from time to time direct in writing.

11.3. Notice shall be served by one of the following means:

(a) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;

(b) if delivered to a corporate Party, by delivering it to the address specified above during normal business hours.

(c) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:

i. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or

ii. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or

- (d) by mailing via first class registered post, postage prepaid, to the Party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

12. HEADINGS

- 12.1. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

13. NON-STATUTORY WAIVER

- 13.1. The Town 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 Town of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000 Ch. M-26, and any amendments thereto and any other Act in force in the Province of Alberta. The Town, 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 Town, its Municipal 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.
- 13.2. The Division in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Division of any approval or permit as may be required pursuant to the *Education Act*, S.A. 2012 Ch. E-0.3, and any amendments thereto and any other Act in force in the Province of Alberta. The Division, 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 Division, 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.

14. GENERAL PROVISIONS

- 14.1. This Agreement shall be governed by the laws of the Province of Alberta. The courts of the Province of Alberta have exclusive jurisdiction of any matter related to or touching upon this Agreement.
- 14.2. The Parties agree that the terms and conditions and all documents forming this contract constitute and govern the entire contract between the Division and the Town, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, whether written or oral between the parties.
- 14.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement and this Agreement shall be construed to the fullest extent possible as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 14.4. Notwithstanding any other provisions of this Agreement, each Party shall continue to control, operate and maintain its respective facilities.
- 14.5. If the date specified in this Agreement for giving any notice or taking any action is not a business day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a business day) then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) is the next day that is a business day.
- 14.6. Both parties agree that time is of the essence in this Agreement and all steps, notifications and other actions shall be taken without delay.
- 14.7. 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.

- 14.8. 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 Town and the Division.
- 14.9. This Agreement may be signed in counterparts, each of which so executed is deemed to be an original and such counterparts together constitute one and the same Agreement. Signatures delivered by email or another form of electronic transmission are deemed for all purposes to be original counterparts of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have affixed their hands and seals by their authorized officer the day and year first above written.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**THE BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION**

TOWN OF CALMAR

Board Chair

Mayor

Associate Superintendent – Business & Finance

CAO

JOINT USE FACILITIES & OPERATING GUIDELINES

School Use of Town Facilities

Town Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The Town will determine what activities can be accommodated in each location.

- Mike Karbonik Arena
- Program Centre
- Centre Park Tennis Courts
- Ball Diamonds

Eligible User Groups

For use of Town facilities, school user groups must:

- Be operating under the auspices of the school or Division, AND
- Have school staff participating in, or supervising, the activity, AND
- Be covered by the Division's liability insurance.

Eligible Activities

Activities accommodated include:

- Curriculum activities
- Inter-school events
- Extra-curricular activities

Priorities for Use

1. Recreation activities within the Town mandate, including community use.
2. Joint Use by schools

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.

Available Dates & Times

Eligible user groups may utilize Town facilities at no cost from 8:30 am to 4:00 pm Monday to Friday. Requests for use of Town facilities outside of these hours will be considered and approval will be based on space and resources.

JOINT USE FACILITIES & OPERATING GUIDELINES**Town Use of School Facilities****School Facilities**

Dates and times that specific facilities will be available for use is determined on an annual basis. The Division will determine what activities can be accommodated in each location.

All Division policies & procedures, specifically Administrative Procedure 548, are in effect during Town use of School Facilities.

- Calmar Elementary School
 - Gymnasium
- Calmar Secondary School
 - Gymnasium
 - Classrooms (as determined by the Division)

Eligible User Groups

For use of school board facilities under the Joint Use Agreement, user groups must:

- Be a Town-sponsored or operated program/group, AND
- Be covered by the Town of Calmar's insurance.

Eligible Activities

Activities accommodated include:

- Organized league sports
- Instructional recreation/sport activities (structured learning)
- Casual sport/recreation use (drop in and/or occasional use)
- Occasional business meetings of eligible user groups with a primary mandate in recreation

Priorities for Use

1. Activities within the School Board's mandate, including all aspects as described under the *Education Act*
2. Joint Use

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.

Available Dates & Times

Eligible user groups may utilize school facilities at no cost from 6:00 p.m. to 10:00 p.m Monday to Friday.

As per the Division's Administrative Procedure 548 Community Use of School Facilities, school facilities are available to be booked on weekends from 8:00 a.m. to 10:00 p.m. Bookings on weekends must be for a minimum of three (3) hours. A fee will be charged to recover the cost of the Division facility supervisor and any additional custodial support required for any weekend bookings.

Generally, school facilities are not available to be booked when schools are closed as per the Division School Year Calendar (i.e. Midterm Break, PD days, Christmas Break, Spring Break, statutory holidays) and during the summer months. Any exceptions to this require approval by the Associate Superintendent.

JOINT USE FACILITIES & OPERATING GUIDELINES

<p>Endorsement Process for Facility Based Criteria</p>

Permitted Use

Definition: An activity held in a facility or on a site that is specifically designed for that purpose.

Examples: Volleyball or basketball in a gymnasium, skating lessons in the arena, tennis in the tennis courts.

Approval:

Approvals are not required as long as the use meets the Eligible Activities requirements in parts A-1 or A-2 of the Operating Guidelines.

Special Use

Definition:

An activity proposed for a facility or site that is not specifically designed for that purpose.

Examples:

Community markets in gymnasium, carnivals on school fields and non-sport related activities.

Approval:

A written request, which describes in detail the proposed event, is submitted to the affected partner at least 28 days prior to the event or activity. Consultation among affected JUA parties is held in a timely fashion such that the applicant would receive notice of approval or refusal at least 14 days prior to event.