

**Town of Bon Accord
AGENDA
Regular Council Meeting
June 2, 2026 6:00 p.m. in Council Chambers
Live streamed on Bon Accord YouTube Channel**

- 1. CALL TO ORDER AND LAND ACKNOWLEDGEMENT**
- 2. ADOPTION OF AGENDA**
- 3. PROCLAMATIONS**
 - 3.1. World Oceans Day (enclosure)
 - 3.2. Pride Month (enclosure)
 - 3.3. Alberta Seniors' Week (enclosure)
 - 3.4. National Indigenous Peoples' Day (enclosure)
- 4. ADOPTION OF MINUTES**
 - 4.1. May 19, 2026; Regular Council Meeting (enclosure)
- 5. DELEGATION**
 - 5.1. 6:05 p.m. Michael Febbraro, Morinville RCMP – Quarterly Report (enclosure)
- 6. UNFINISHED BUSINESS**
- 7. NEW BUSINESS**
- 8. BYLAWS/POLICIES/AGREEMENTS**
 - 8.1. Joint Use and Planning Agreement (JUPA) (enclosure)
- 9. WORKSHOPS/MEETINGS/CONFERENCES**
- 10. CORRESPONDENCE**
 - 10.1. Families First AGM Invitation (enclosure)
 - 10.2. Town of Morinville – State of Morinville Invitation (enclosure)
- 11. CLOSED SESSION**
 - 11.1. Basement Rental Agreement – ATIA Section 29 Advice from officials
- 12. ADJOURNMENT**

PROCLAMATION

WORLD OCEANS DAY June 8, 2026

WHEREAS, Monday, June 8, 2026, is the 34th annual World Ocean's Day. World Oceans Day is the United Nations Day for celebrating the role of the ocean in everyday life and inspiring action to protect it; and

WHEREAS, countries around the world, including Canada as a prominent leader, have committed to protecting 30% of their ocean territory by 2030 in order to reverse nature loss in the ocean and safeguard at-risk marine life; and

WHEREAS, the ocean produces over half of the world's oxygen and absorbs 50 times more carbon dioxide than our atmosphere. Therefore, protecting the ocean is in the interest of all life on earth, and communities both coastal and inland, as it is essential to our shared future; and


WHEREAS, it is the jurisdiction of the Government of Canada, under various pieces of legislation and regulation, to establish marine protected areas in consultation with Indigenous Peoples. Many Indigenous nations and communities are leading in the conservation of the ocean and have been stewards of the ocean since time immemorial; and

WHEREAS, it is important for municipal leaders to demonstrate support for actions to safeguard the ocean, as they have for action on climate change and other environmental matters of national importance; and

WHEREAS, 2026 launches the theme: "Strong Marine Protected Areas for Our Blue Planet" which brings together the momentum of recent multi-year action themes – *Catalyzing Ocean-Climate Action* and *Protecting at Least 30% of Lands, Waters, and Ocean by 2030 (30x30)* – and aligns powerfully with the recent ratification of the High Seas Treaty to protect biodiversity beyond national jurisdiction; and

WHEREAS, in celebrating the ocean, and protecting its habitats and ecosystems, we can together raise the profile of ocean conservation's critical role in improving planetary health and slowing the crisis of species collapse and ecosystem decline.

NOW THEREFORE, on behalf of Council, I, Mayor Brian Holden, do hereby proclaim June 8, 2026, as World Oceans Day in the Town of Bon Accord and encourage all citizens to recognize this day and support national and international efforts to protect 30% of the ocean by 2030.



Mayor Brian Holden

MAY 29, 2026

Date

PROCLAMATION

PRIDE MONTH June 2026

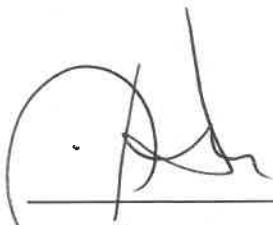
WHEREAS, June is recognized as Pride Month in Canada and around the world as an opportunity to celebrate diversity, promote equal rights, and build awareness of the challenges faced by the LGBTQ2S+ community; and

WHEREAS, Pride Month is an opportunity to prevent discrimination and promote acceptance and inclusion of all, and to support the development of harmonious and respectful relationships amongst all members of our community; and

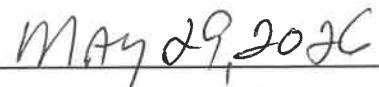
WHEREAS, Bon Accord celebrates the diversity of our gender and sexual minority communities including Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Two-Spirit, and more (LGBTQ2S+), and expresses a commitment to diversity, equity and inclusion in our organization and our community; and

WHEREAS, during Pride Month we can all reflect on the progress made to recognize and protect the rights of LGBTQ2S+ communities, and the work that still needs to be done.

NOW THEREFORE on behalf of Council, I, Mayor Brian Holden of the Town of Bon Accord, do hereby proclaim the month of June 2026 as "Pride Month" and encourage all citizens to observe this month.



Mayor Brian Holden



Date

PROCLAMATION

SENIORS' WEEK **June 1 – 7, 2026**

WHEREAS, seniors make a difference in our community, from supporting family and friends to volunteering; and

WHEREAS, the value seniors bring to a community is priceless as they hold our history, have valuable memories and stories of where we come from, and experiences that help us as we look to the future; and

WHEREAS, in 2026, Alberta proudly celebrates the 40th anniversary of Seniors' Week, which has been recognized since 1986 to celebrate and recognize the contributions seniors make to enhance the quality of life in Alberta.

NOW THEREFORE, on behalf of Council, I, Mayor Brian Holden, do hereby proclaim June 1 – 7, 2026 as "Seniors' Week" in the Town of Bon Accord and encourage all citizens to observe this week.



Mayor Brian Holden



Date

PROCLAMATION

NATIONAL INDIGENOUS PEOPLES DAY June 21, 2026

WHEREAS, the Town of Bon Accord respectfully acknowledges that we are located on Treaty 6 territory, a traditional meeting ground, gathering place and travelling route for diverse Indigenous peoples including the Cree, Saulteaux, Blackfoot, Métis, Dene, and Nakota Sioux whose histories, languages, and cultures continue to influence our vibrant community; and


WHEREAS, the Governor General of Canada declared June 21st as National Aboriginal Day in 1996 as an opportunity to honour, learn and reflect on the rich, diverse cultures of Indigenous Peoples and the unique heritage, traditions, and knowledge of First Nations, Métis and Inuit Peoples; and

WHEREAS, the Prime Minister renamed June 21st as National Indigenous Peoples Day in 2017; and

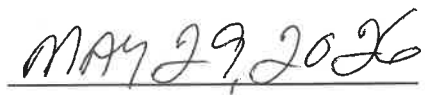
WHEREAS, First Nations, Inuit, and Métis Peoples make vital contributions to advancing arts, culture, equity, safety, and community wellbeing; and

WHEREAS, the Town of Bon Accord strives to create long-term, systemic change and new relations based on mutual understanding and respect.

NOW THEREFORE, on behalf of Council, I, Mayor Brian Holden, do hereby proclaim June 21, 2026 as "National Indigenous Peoples Day" in the Town of Bon Accord and encourage all citizens to observe this day.



Mayor Brian Holden



Date

**Town of Bon Accord
Regular Meeting of Council Minutes
May 19, 2026, 9:00 a.m.
Live streamed on Bon Accord YouTube Channel**

**COUNCIL
PRESENT**

Mayor Brian Holden
Deputy Mayor Lynn Bidney
Councillor Timothy J. Larson
Councillor Tanya May

REGRETS

Councillor Cindy Gallant

ADMINISTRATION

Bill Rogers – Chief Administrative Officer
Falon Fayant – Corporate Services Manager
Kyle Miller – Planning & Development Officer
Terry Doerkson – Infrastructure Manager
Jessica Spaidal – Legislative Services & Communications Supervisor

CALL TO ORDER AND LAND ACKNOWLEDGEMENT

Mayor Holden called the meeting to order at 9:04 a.m.

ADOPTION OF AGENDA

COUNCILLOR LARSON MOVED THAT Council adopt the May 19, 2026, agenda as presented.

CARRIED UNANIMOUSLY RESOLUTION 26-106

ADOPTION OF MINUTES

May 5, 2026; Regular Council Meeting

COUNCILLOR MAY MOVED THAT Council approves the May 5, 2026 Regular Council Meeting minutes as presented.

CARRIED UNANIMOUSLY RESOLUTION 26-107

DELEGATION

Susan Berry – Roseridge Regional Waste Program

COUNCILLOR LARSON MOVED THAT Council accepts the delegation as information.

CARRIED UNANIMOUSLY RESOLUTION 26-108

DEPARTMENTS REPORT

May 2026

COUNCILLOR MAY MOVED THAT Council accepts the May departments report as information.

CARRIED UNANIMOUSLY RESOLUTION 26-109

**Town of Bon Accord
Regular Meeting of Council Minutes
May 19, 2026, 9:00 a.m.
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NEW BUSINESS

Planner's Memo: Sturgeon County Land Use Bylaw Amendment for Prairie Gardens

COUNCILLOR LARSON MOVED THAT Council accepts the report as information.

CARRIED UNANIMOUSLY RESOLUTION 26-110

Mid-Size Towns' Mayors Caucus Membership

COUNCILLOR MAY MOVED THAT Council approve the Town of Bon Accord Membership in the Mid-Size Towns' Mayors Caucus.

CARRIED UNANIMOUSLY RESOLUTION 26-111

Regional Waste Collection Model

COUNCILLOR LARSON MOVED THAT Council authorize Administration to participate in the regional procurement initiative for waste collection services led by Roseridge to implement a regional service arrangement through December 31, 2029.

CARRIED UNANIMOUSLY RESOLUTION 26-112

BYLAWS/POLICIES/AGREEMENTS

2026-01 Procedural Bylaw – 2nd and 3rd Readings

COUNCILLOR MAY MOVED THAT Council gives 2nd reading to Bylaw 2026-01 Procedural Bylaw as presented.

CARRIED UNANIMOUSLY RESOLUTION 26-113

COUNCILLOR LARSON MOVED THAT Council gives 3rd and final reading to Bylaw 2026-01 Procedural Bylaw as presented.

CARRIED UNANIMOUSLY RESOLUTION 26-114

COUNCIL REPORTS

COUNCILLOR MAY MOVED THAT Council accepts the council reports as information.

CARRIED UNANIMOUSLY RESOLUTION 26-115

CORRESPONDENCE

524 Sturgeon Royal Canadian Air Cadet Squadron Ceremonial Review Invitation

COUNCILLOR MAY MOVED THAT Council directs administration to RSVP Mayor Holden and ask for information regarding whether another council member may attend. If another council member may attend, also register Councillor Larson.

CARRIED UNANIMOUSLY RESOLUTION 26-116

Redwater Parade Invitation

COUNCILLOR MAY MOVED THAT Council directs administration to register Mayor Holden, Deputy Mayor Bidney, Councillor Gallant, Councillor Larson, and Councillor May for the Redwater parade.

CARRIED UNANIMOUSLY RESOLUTION 26-117

**Town of Bon Accord
Regular Meeting of Council Minutes
May 19, 2026, 9:00 a.m.
Live streamed on Bon Accord YouTube Channel**

ADJOURNMENT

COUNCILLOR MAY MOVED THAT the May 19, 2026, Regular Meeting of Council adjourn at 10:01 a.m.

CARRIED UNANIMOUSLY RESOLUTION 26-118

Mayor Brian Holden

Bill Rogers, Chief Administrative Officer

DRAFT



May 20, 2026

Sgt. Michael Febbraro
Operations NCO
Morinville, AB

Dear Mayor Brian Holden,

Please find attached the quarterly Community Policing Report for the period of January 1st to March 31st, 2026. This report provides an overview of human resources, financial information, and crime statistics for the Morinville Detachment and reflects the ongoing priorities identified by the community we serve.

In addition to the information contained in the attached report, I would also like to highlight a significant national development that will impact frontline policing operations in the coming months. The RCMP has recently awarded a contract for a new modernized general duty service pistol, marking an important step in enhancing public and officer safety, as well as operational effectiveness.

The selected model is the Glock 45 MOS 7 Duty Pistol. This modernized pistol will be issued as part of a comprehensive package, including a red dot sight (Aimpoint Acro P-2), a weapon-mounted light (Streamlight TLR-7X), three magazines, interchangeable grip components, a lanyard loop attachment, a Safariland duty holster, and a secure carrying case.

The rollout will occur in phases with priority given to frontline officers. Distribution across RCMP divisions will be based on operational needs, and full deployment is anticipated by summer 2028.

A transition of this scale requires comprehensive training to ensure safe and effective use. A training program has been developed and will begin rolling out to instructors this summer. A mandatory four-day training program for frontline officers is expected to follow in late summer and fall, concluding with annual firearms qualification. Training schedules are being developed to ensure there is no impact to frontline service delivery levels.

This modernization effort reflects the RCMP's ongoing commitment to ensuring officers have the appropriate tools and training to serve their communities safely and effectively. Investments in equipment such as this are essential to maintaining high standards of policing and adapting to evolving operational demands.

We remain committed to transparency and to keeping our municipal partners informed of significant developments that impact policing services in your community. Should you have any questions or wish to discuss this initiative further, please do not hesitate to reach out.



Sincerely,

Sgt. Michael Febbraro
Operations NCO
Morinville Detachment



Morinville Provincial Detachment Crime Statistics (Actual) January to March: 2022 - 2026

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

April 7, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Offences Related to Death		1	0	1	0	0	-100%	N/A	-0.2
Robbery		0	0	0	1	0	N/A	-100%	0.1
Sexual Assaults		10	9	3	3	5	-50%	67%	-1.6
Other Sexual Offences		4	6	2	1	1	-75%	0%	-1.1
Assault		31	37	44	43	30	-3%	-30%	0.4
Kidnapping/Hostage/Abduction		0	1	0	0	2	N/A	N/A	0.3
Extortion		1	1	2	0	0	-100%	N/A	-0.3
Criminal Harassment		7	17	11	13	10	43%	-23%	0.2
Uttering Threats		9	17	12	10	9	0%	-10%	-0.7
TOTAL PERSONS		63	88	75	71	57	-10%	-20%	-2.9
Break & Enter		17	34	34	16	13	-24%	-19%	-2.6
Theft of Motor Vehicle		17	17	19	20	15	-12%	-25%	-0.1
Theft Over \$5,000		3	3	11	7	3	0%	-57%	0.4
Theft Under \$5,000		32	32	45	33	16	-50%	-52%	-3.1
Possn Stn Goods		11	25	14	30	19	73%	-37%	2.1
Fraud		29	30	28	40	33	14%	-18%	1.8
Arson		2	3	2	2	4	100%	100%	0.3
Mischief - Damage To Property		33	45	22	24	27	-18%	13%	-3.3
Mischief - Other		20	20	23	30	20	0%	-33%	1.0
TOTAL PROPERTY		164	209	198	202	150	-9%	-26%	-3.5
Offensive Weapons		7	5	6	12	11	57%	-8%	1.5
Disturbing the peace		11	3	15	15	11	0%	-27%	1.2
Fail to Comply & Breaches		22	36	16	31	12	-45%	-61%	-2.5
OTHER CRIMINAL CODE		11	16	18	25	18	64%	-28%	2.3
TOTAL OTHER CRIMINAL CODE		51	60	55	83	52	2%	-37%	2.5
TOTAL CRIMINAL CODE		278	357	328	356	259	-7%	-27%	-3.9



Morinville Provincial Detachment Crime Statistics (Actual) January to March: 2022 - 2026

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

April 7, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		5	4	4	1	2	-60%	100%	-0.9
Drug Enforcement - Trafficking		2	2	2	1	1	-50%	0%	-0.3
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		7	6	6	2	3	-57%	50%	-1.2
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		2	0	2	3	2	0%	-33%	0.3
TOTAL FEDERAL		9	6	8	5	5	-44%	0%	-0.9
Liquor Act		5	4	7	10	6	20%	-40%	0.8
Cannabis Act		0	2	1	2	0	N/A	-100%	0.0
Mental Health Act		47	44	40	27	39	-17%	44%	-3.3
Other Provincial Stats		52	47	83	50	59	13%	18%	1.7
Total Provincial Stats		104	97	131	89	104	0%	17%	-0.8
Municipal By-laws Traffic		5	0	0	0	0	-100%	N/A	-1.0
Municipal By-laws		5	4	3	7	6	20%	-14%	0.5
Total Municipal		10	4	3	7	6	-40%	-14%	-0.5
Fatals		1	0	0	3	2	100%	-33%	0.5
Injury MVC		28	13	18	26	19	-32%	-27%	-0.5
Property Damage MVC (Reportable)		114	80	74	68	72	-37%	6%	-9.6
Property Damage MVC (Non Reportable)		33	15	25	41	40	21%	-2%	4.0
TOTAL MVC		176	108	117	138	133	-24%	-4%	-5.6
Roadside Suspension - Alcohol (Prov)		15	9	11	11	7	-53%	-36%	-1.4
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		596	605	493	513	458	-23%	-11%	-36.8
Other Traffic		6	4	1	0	1	-83%	N/A	-1.4
Criminal Code Traffic		23	15	18	16	13	-43%	-19%	-1.9
Common Police Activities									
False Alarms		23	14	18	25	19	-17%	-24%	0.3
False/Abandoned 911 Call and 911 Act		0	1	6	15	8	N/A	-47%	3.0
Suspicious Person/Vehicle/Property		96	108	109	111	61	-36%	-45%	-6.7
Persons Reported Missing		11	8	11	9	4	-64%	-56%	-1.3
Search Warrants		0	0	1	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)		56	52	42	52	41	-27%	-21%	-3.0
Form 10 (MHA) (Reported)		1	3	1	2	3	200%	50%	0.3

ROYAL CANADIAN MOUNTED POLICE

Morinville Detachment

Quarterly Report

Q4 • January 1 – March 31

PRESENTED BY

Sgt. Michael Febbraro

Operations NCO, Morinville R.C.M.P.

PRESENTED TO

**Town of Bon Accord
Council**

Briefing Overview

FOR COUNCIL

This report provides the Town of Bon Accord Council with an update on the operations of the Morinville RCMP Detachment for the fourth quarter — covering jurisdiction and call volume, personnel, progress against annual policing priorities, crime statistics, and notable investigations.

QUARTER AT A GLANCE

6

Municipalities & communities served

40

Detachment personnel

67%

Reduction in vehicle thefts (YoY Q4)

100%

Reduction in residential break-ins (YoY Q4)

Communities Served

The Morinville R.C.M.P. Detachment provides 24-hour policing services to the following municipalities and communities:

Town of Morinville

Sturgeon County

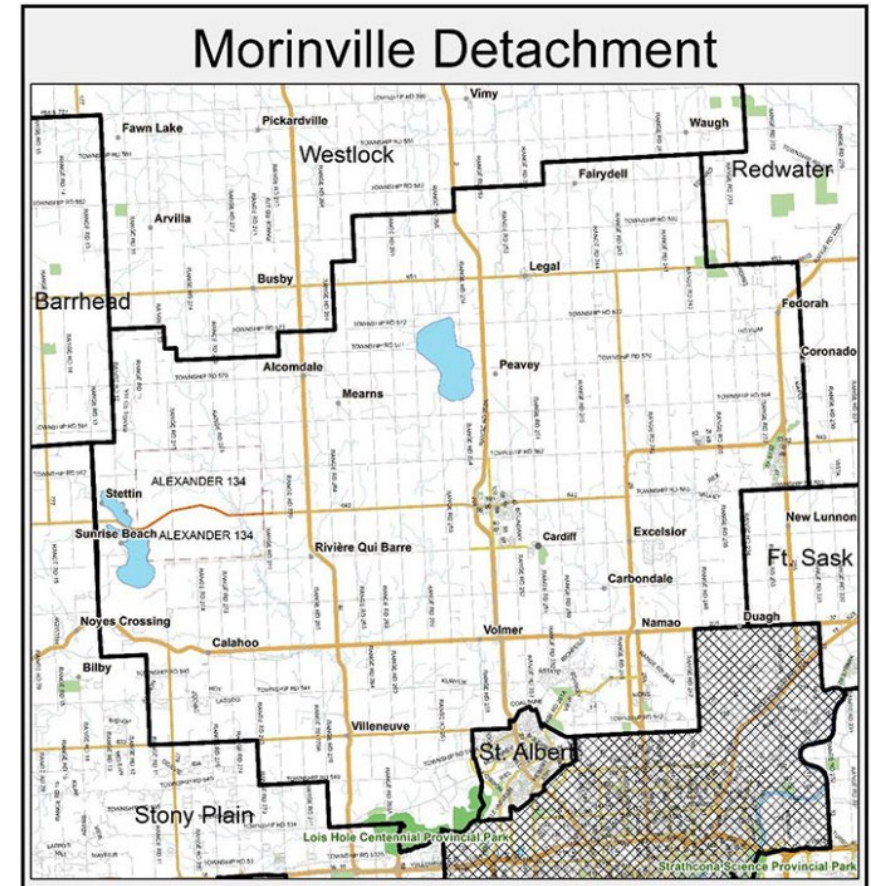
Alexander First Nation

Town of Bon Accord

Town of Gibbons

Town of Legal

24/7 **Continuous Policing Coverage**
 All six jurisdictions receive 24-hour dispatch and response from the Morinville Detachment, supported by partner agencies and specialized units.



Detachment Personnel

TOTAL PERSONNEL

40

Sworn members, support staff, and town employees comprising the Morinville Detachment.

Personnel Breakdown

1	Staff Sergeant
1	Sergeant
5	Corporals
18 (+1)	Constables, incl. School Resource Officer
4	Public Service Employees
4	Town of Morinville — Full Time
5	Town of Morinville — Casual
1	Reservist Constable

2025 / 26 ANNUAL FOCUS

Policing Priorities

Three strategic priorities guide the Detachment's focus this fiscal year.

01

Property Crime Reduction

Target 15% annual reduction in vehicle thefts and break and enters.

02

Community Engagement

Promote positive engagement between police and the community.

03

Police Visibility

Increase visible police presence in public spaces.

■ PRIORITY 01

Property Crime Reduction

OBJECTIVE

15% annual reduction in vehicle thefts and break and enters.

Initiatives

- 1 Targeted Specialized Investigations**
Proactive projects led by GIS using covert investigations.
- 2 Crime Prevention**
Public awareness and education sessions on theft prevention measures.
- 3 Habitual Offender Management**
Organized monitoring of repeat property offenders; efficient process for arrests.

Q4 PROGRESS

Bon Accord • Jan 1 – Mar 31

67%

Reduction in vehicle thefts

100%

Reduction in break-ins

(Year-over-year, Q4)

■ PRIORITY 02

Community Engagement

OBJECTIVE

Promote positive engagement between police and the community.

Initiatives

01

School Engagement

Increased School Resource Officer presence across all schools in the area.

02

Communications Strategy

Monthly policing updates to the public, in collaboration with municipalities.

03

Community Events

Regular involvement in community events and the establishment of a Positive Ticketing program.

04

Alexander First Nation

Operations NCO acts as dedicated liaison to AFN and their specific community needs.

Community Engagement in Action

HIGHLIGHT



60

Positive Tickets

Handed out this quarter to recognize positive behaviour in youths in our community.

Active Programs & Events

- 1 Coffee with a Cop**
Recurring community meetings offering open dialogue with officers.
- 2 School Resource Officer Program**
Dedicated presence and education across local schools.
- 3 Positive Ticketing Program**
60 tickets issued this quarter recognizing positive conduct.
- 4 Cops For Cancer Fundraiser**
Detachment members participated in Cops for Cancer fundraiser.
- 5 P.A.R.T.Y. Program**
Prevent Alcohol & Risk-Related Trauma in Youth program engagement.

Police Visibility

OBJECTIVE

Increase visible police presence in public spaces.

Initiatives

Joint Operations

Collaboration with Municipal Enforcement, Military Police, and Alberta Sheriffs.

RAVE Program

Regular updates on incidents in progress along with weekly activity summaries.

Q4 Progress



Monthly Traffic Operations

Conducted with partner agencies across the region.



Weekly RAVE Bulletins

Activity summaries and immediate incident notifications.



Monthly Municipal Round-ups

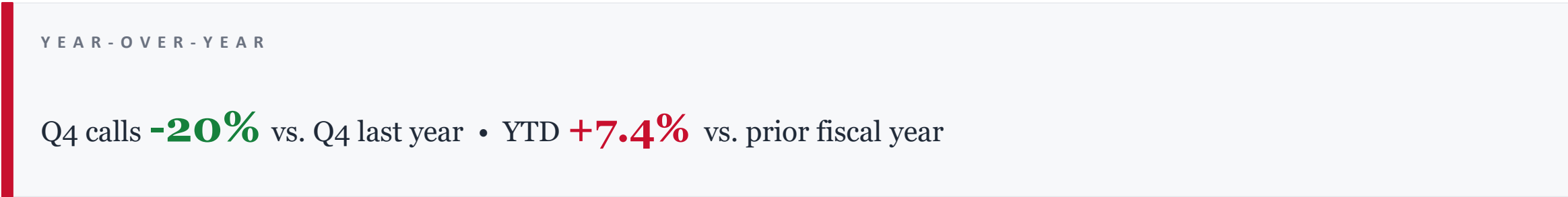
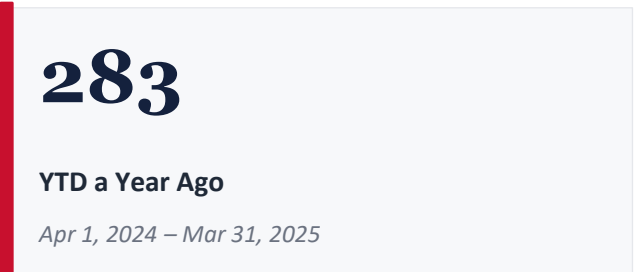
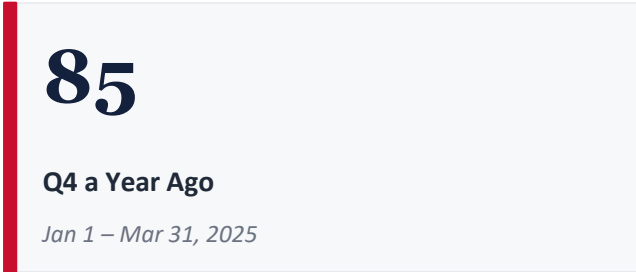
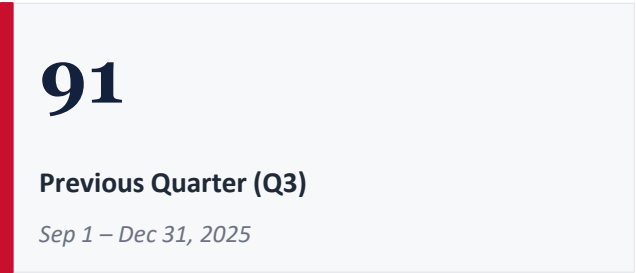
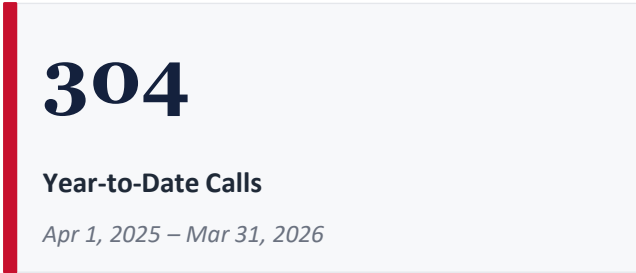
Police updates delivered to each municipality.

Morinville Detachment — Bon Accord

OFFENCE	Q4 2025/26	Q4 2024/25	YTD 2025/26	YTD 2024/25	YoY
	<i>(Jan 1 – Mar 31, 2026)</i>	<i>(Jan 1 – Mar 31, 2025)</i>	<i>(Apr 1 – Mar 31)</i>	<i>(Apr 1 – Mar 31)</i>	<i>YTD</i>
Spousal Abuse	3	2	10	8	▲ 25%
Mental Health Act	2	5	14	17	▼ 17%
RPACT Referrals	0	1	2	3	▼ 33%
Break & Enter (Residential)	1	2	3	3	- 0%
Break & Enter (Commercial)	0	0	1	2	▼ 50%
Theft of Vehicles	2	3	2	10	▼ 80%
Fraud	0	3	7	9	▼ 22%
Suspicious Persons	4	10	27	32	▼ 15%

▼ = decrease (favourable) ▲ = increase YoY based on Year-to-Date comparison.

Town Of Bon Accord — Total RCMP Calls for Service



Notable Q4 Files

JAN 06

Vehicle Pursuit & Multiple Charges

Report of a vehicle that attempted to ram members in a previous file. Police located the truck and driver; after a short pursuit, the vehicle fled but the driver was identified. A 35-year-old female was charged with 11 Criminal Code offences.

JAN 30

Domestic Assault — Repeat Offences

Report of a domestic assault with the caller stating, "They're going to kill me." The police went to the last known residence and the female was located and transported to hospital. She disclosed repeated assaults by her ex-boyfriend over the week. A 37-year-old male was charged with 5 Criminal Code offences.

FEB 10

Assault at Youth Treatment Facility

Report of an assault at a treatment facility for youths in Sturgeon County. A 15-year-old male assaulted multiple staff and attempted to access the office while armed with a knife. The youth had to be restrained until RCMP arrived; charged with assault.

Notable Q4 Files (continued)

FEB 19**Domestic Assault & Barricaded Subject**

Report of a domestic assault in a residence near Alcomdale; female disclosed being choked and assaulted by her partner, then fled to a neighbour. Once police arrived, the male barricaded himself in the residence and later exited without further incident. A 36-year-old male was charged with 8 Criminal Code offences.

MAR 10**Assault at Morinville Ice Gardens**

Report of an assault at the Morinville Ice Gardens. An adult was charged with assault after assaulting a youth over the use of an air horn and annoyance.

MAR 13**Stolen Property — Vacationing Neighbour**

Report of a suspicious vehicle and persons at a residence while neighbours were away. Members located three persons at the property. All three were arrested and charged with possession of stolen property.

MAR 20**Stolen Vehicle on Range Road 244**

Report of a suspicious vehicle on Range Road 244, Sturgeon County. Police attended and a 40-year-old male and 40-year-old female were located in a stolen vehicle and charged with possession of stolen property and breach of conditions.

2026 / 27 Annual Policing Priority Examples

Examples of priority areas under consideration for the next fiscal year:

01**Property Crime****02****Police Visibility****03****Community
Engagement****04****First Nations Policing****05****Domestic Violence****06****Youth Strategies****07****Frauds & Scams****08****Traffic Safety**

MORINVILLE RCMP DETACHMENT

Thank You

Questions & discussion welcome.

Sgt. Michael Febbraro • Operations NCO

Royal Canadian Mounted Police • Morinville Detachment

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	June 2, 2026
Presented by:	Falon Fayant, Corporate Services Manager
Title:	Joint Use and Planning Agreement (JUPA)
Agenda Item No.	8.1

BACKGROUND/PROPOSAL

In May of 2025, council approved the signing of the Joint use and Planning Agreement with the school division.

Administration had been working with the Associate Superintendent, Corporate Services at the Sturgeon School Division on the Joint Use and Planning Agreement draft.

Following the approval at the May regular meeting, through further discussion with the school division, there have been changes made to the agreement.

Joint use and planning agreements are a formal partnership between the municipality and the school board and are required by the Municipal Government Act (MGA). They're intended to enable integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR), and municipal and school reserve (MSR) land in the municipality.

The deadline to establish a joint use and planning agreement was originally June 2023 and has been extended to June 2026.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

A draft of the agreement has been attached for Council review. The most significant update is that the Greater St. Albert Catholic School division (GSACRD) is now a part of the agreement. This has created changes and additions throughout the draft. While there is not a separate school within the Town boundaries, the GSACRD does serve our municipality, and should be a part of the joint use and planning agreement.

Other updates include the following:

- Minor grammatical and sentence structure updates.
- Increased clarity in Section 6 Facility Availability.
- Increased clarity in Section 7 Booking Joint Use Space.
- Increased clarity in Section 9 Fees for Joint Use Space.

- Increased clarity in Section 12 Damages to Joint Use Space
- Section 16 Joint Use and Planning Committee - Further information regarding committee structure and quorum.
- Changes to Section 21 and 23 to reflect the *Education Amendment Act* changes which enabled the Province of Alberta to own new schools and lease them to school boards.

Per the requirements outlined in the MGA, the attached agreement outlines the following:

- The planning, development, and use of school sites on municipal reserve, school reserve, and municipal and school reserve land in the municipality.
- The transferring of municipal reserve, school reserve, and municipal and school reserve land between a municipality and school board.
- Disposal of school sites.
- Servicing of school sites.
- The use of school facilities, municipal facilities and playing fields, as well as the maintenance and the payment of fees and other liabilities.
- Outlines how the municipality and the school board will work together.
- Establishes a dispute resolution procedure.
- Establishes a timeframe for regular review of the agreement.

Our planning and development officer, Kyle Miller, has also reviewed the agreement.

The Greater St. Albert Catholic School division has approved the joint use and planning agreement draft as presented.

STRATEGIC ALIGNMENT

Priority # 5 Collaboration: The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

COSTS/SOURCES OF FUNDING

NA

RECOMMENDED ACTION (by originator)

THAT ... Council directs that the CAO and the Mayor sign the Joint Use and Planning Agreement as presented.

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT MADE THIS ____ day of _____, 2026

BETWEEN:

THE TOWN OF BON ACCORD,

a municipal corporation, incorporated under the laws of the
Province of Alberta
(referred to as the “**Municipality**”)

-AND-

THE STURGEON PUBLIC SCHOOL DIVISION

a school division under the laws of the Province of Alberta
(referred to as the “**Division**”)

-AND-

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

a school division under the laws of the Province of Alberta
(referred to as the “**St. Albert Division**”)

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WHEREAS:

- A. The *Municipal Government Act* and the *Education Act* require a municipality and any School Division operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement;
- B. The Municipality and the Divisions agree that joint use of municipal facilities and school division 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 the Divisions;
- C. It is the responsibility of the Divisions to develop and deliver educational programs and to provide the necessary facilities and sites for these programs;
- D. It is the responsibility of the Municipality to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;
- E. The *Municipal Government Act* allows the Municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the Municipality are subdivided to meet the open space and site needs of the Municipality and the Divisions;
- F. The *Municipal Government Act* provides that a subdivision authority may require as a condition of subdivision approval that the owner of a parcel of land that is being subdivided provide Municipal Reserve land in an amount that may not exceed 10% of the parcel of land being subdivided less any land required to be provided as environmental reserve;
- G. The *Municipal Government Act* provides that where reserve land is required to be provided the subdivision authority must specify the amount, type and location of reserve land and allocate the reserve land between the Municipality and the Divisions either in accordance with an agreement between the Municipality and the Divisions or, in the absence of an agreement, in accordance with the needs of the Municipality and the Divisions as those needs are determined by the subdivision authority;
- H. The Municipality and the Divisions agree to enter into this Agreement in recognition of their mutual commitment to maximize the potential of the joint use of facilities, municipal reserve, school reserve, and municipal and school reserve lands in the Municipality of Bon Accord; and
- I. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable implementing, methodologies for carrying out:
 - a) planning, development and use of School Sites on reserve land;

- b) assignment of School Sites to the Divisions;
- c) transfers of reserve land under the *Municipal Government Act*;
- d) disposal of School Sites;
- e) servicing of School Sites; and
- f) the use of School Facilities and Municipal Facilities including matters related to maintenance, payment of fees and other liabilities associated with such facilities,

NOW THEREFORE IN CONSIDERATION OF the mutual premises set out herein, the Parties agree as follows:

1) DEFINITIONS

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

- a) "*Access to Information Act*" means the *Access to Information Act*, SA 2024, c. A-1.4, and any regulations made thereunder as amended or replaced from time to time.
- b) "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.
- c) "*Arbitration Act*" means the *Arbitration Act*, RSA 2000, c. A-43, and any regulations made thereunder as amended or replaced from time to time.
- d) "Area Structure Plan" means a statutory plan adopted by the Municipality as per Division 4 of Part 17 of the *Municipal Government Act* and includes area redevelopment plans, municipal development plans and any other statutory plans as defined in that legislation.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Committee" means the Joint Use and Planning Committee established pursuant to Section 16 of this agreement.
- h) "Community Use" means use by members of the general public and not a User Group.
- i) "Community Services Coordinator" means the person employed by the Municipality that coordinates community services events and programs.
- j) "Conceptual Scheme" means any conceptual scheme, outline plan, or other similar planning document adopted by the Municipality from time to time other than an Area Structure Plan.
- k) "Corporate Services Manager" means the person employed by the Municipality that is the manager of corporate services and community services.

- l) "Council" means the municipal council of the Municipality.
- m) "Division" means Sturgeon Division or St. Albert Division and "School Division" means both of them.
- n) "*Education Act*" means the *Education Act*, SA 2012, c. E-0.3, and any regulations made thereunder as amended or replaced from time to time.
- o) "Effective Date" means the date the agreement is signed by all parties.
- p) "Facility Operational Guidelines" means the guidelines for use of a facility as adopted by the Parties to efficiently operate the facilities from time to time or, in the absence of such guidelines having been adopted by the Parties, best practices for the operation of comparable facilities.
- q) "Facility Booking Office" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality.
- r) "Facilities Coordinator" means a person within the Sturgeon Division responsible for coordinating the booking of Joint Use Space provided by the Division or their designate.
- s) "Force Majeure Event" means 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; or
 - v) an act of God or the King's enemies.
- t) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C", as being available for booking by the Parties or User Groups or for Community Use.
- u) "Municipal and School Reserve" means the land designated as Municipal and School Reserve, as defined by the *Municipal Government Act*.

- v) "Municipality" means the municipal corporation of the Municipality of Bon Accord, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- w) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- x) "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c-M-26, and any regulations made thereunder as amended or replaced from time to time.
- y) "Municipal Reserve" means the land designated as Municipal Reserve, as defined by the *Municipal Government Act*.
- z) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- aa) "Playfield" means a designated outdoor playing area designed for recreation or various sports and includes rectangular turf fields and ball diamonds.
- bb) "*Protection of Privacy Act*" means the *Protection of Privacy Act*, SA 2024, c. P-28.5, and any regulations made thereunder as amended or replaced from time to time.
- cc) "Province" means the Provincial Crown, or His Majesty in Right of Alberta, as represented by the appropriate minister, or, where the context so requires, the area contained within the Province.
- dd) "Reserve Land" means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or Municipal and School Reserve, in accordance with the *Municipal Government Act*.
- ee) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Division.
- ff) "School Building Site" means all lands 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.
- gg) "School Facility" means a park, playground, playing field, building or part of a building owned or controlled, maintained and operated by the Division and includes those facilities identified in Schedule "B" and Schedule "C", as applicable.
- hh) "School Reserve" means the land designated as School Reserve, as defined by the *Municipal Government Act*.

- ii) "School Site" means the School Building Site along with the Joint Use Space.
- jj) "Special Use" means any booking that does not fall under the regular use identified under this agreement.
- kk) "Sport Academies" means a curriculum-based program provided by a Division offered during school hours focusing on human performance training to further develop students.
- ll) "Superintendent" means the chief executive officer of the Division.
- mm) "User Group" means any school or community group that fits within the eligibility criteria set out in herein and which books the use of Joint Use Space in accordance with this Agreement.

2) SCHEDULES

- a) The following is a list of schedules to this Agreement which are incorporated into and form part of this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – Sturgeon Public School Division School Facilities available for joint use

Schedule "C" – Greater St. Albert Roman Catholic Separate School Division School Facilities available for joint use

Schedule "D" – Bi-Annual Joint Use Meeting

Schedule "E" – Dispute Resolution Process

PART A – JOINT USE

3) OPERATING GUIDELINES FOR JOINT USE SPACE

- a) The Municipality will make the Municipal Facilities outlined in Schedule "A" available to the Divisions for school use during the hours specified in Schedule "A" at those times when such facilities are not in use for regular community programs, revenue producing functions or planned maintenance. This shall include use of the Municipal Facilities by Sport Academies.
- b) Each Division will make their respective School Facilities outlined in Schedule "B" and Schedule "C" available to the Municipality and each other for community recreation and cultural activities during those hours specified in Schedules "B" and "C" at those times when such facilities are not in use for school activities by their own Divisions, revenue producing functions or planned maintenance.

- c) The Parties shall not allow Joint Use Space to be used pursuant to this Agreement unless such use complies with the applicable Facility Operational Guidelines in effect from time to time.
- d) The Municipality may, upon six (6) months' written notice to the Divisions, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality all or any portion of a Municipal Facility.
- e) Either Division may, upon six (6) months' written notice to the Municipality and the other Division, amend Schedule "B" or Schedule "C" as applicable, to either add to or remove from the list of Joint Use Space provided by the Division all or any portion of a School Facility.
- f) Newly developed Joint Use Spaces shall be automatically added to the list of Joint Use Space in the applicable schedule, with availability hours as determined by the owner or responsible Division of the facility, acting reasonably, one (1) full operational year after development is complete, unless the applicable Party gives six (6) months' notice to remove such facility from the schedule in accordance with sections 3(d), (e) and (g) of this Agreement.
- g) 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 any of the Parties may share the written explanation with the public, in the discretion of the disclosing Party.
- h) Notwithstanding any other provision in this Agreement, the principal of a school or the manager of a Municipal Facility shall be able to determine if a particular use or User Group will be allowed to occur or use facilities in their school or facility.
- i) Appeals from a refusal by a principal or manager to allow a particular use within their school or facility may be made:
 - i) in the case of a refusal for use of a Joint Use Space in a School Facility, to the Superintendent or designate; and
 - ii) in the case of a refusal for use of a Municipal Facility, first to the Municipality's Corporate Services Manager or designate and thereafter to the CAO.
- j) Notwithstanding any other provision in this Agreement, the Parties may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, on notice to the other Parties if such facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

- k) The regular repair and maintenance of any Joint Use Space and its operational cost is the complete responsibility of the owner or party responsible for the facility, except as otherwise expressly set out herein.

4) OTHER FACILITIES AND FIELDS

- a) Any facilities or equipment of any Party not identified under Schedules “A” or “B” or “C” of this Agreement may be made available for use by other parties on a case-by-case basis with a separate signed agreement.

5) USER GROUP ELIGIBILITY

- a) To be eligible to use a Joint Use Space in a School Facility, a User Group must be:
 - i) A community youth group, community not for profit group, cultural and recreational organization, minor sports organization, or activities organized by community organizations or the Municipality’s Community Services Department.
 - ii) Engage in activities that are recreational, cultural or educational in nature; and
 - iii) Undertake, in writing, to have their members and participants uphold the applicable Division’s rules and regulations and any rules imposed by the school or division.
- b) Neither Division is included in this Agreement as a User Group when scheduling meeting space at Municipal Facilities. The School Divisions may still schedule meeting space at Municipal Facilities in accordance with the Municipality’s general booking requirements and may be charged fees as per the Municipality’s Fees and Charges Bylaw from time to time.
- c) A User Group may be barred from using the Joint Use Space of any Party if:
 - i) The group has failed to pay fees related to the group’s prior use of any Joint Use Space;
 - ii) The group has failed to provide the required insurance;
 - iii) The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space; or
 - iv) The past conduct of the group, or members of the group or invited participants, during the use of any Joint Use Space was, in the opinion of the barring Party, inappropriate or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space.

6) FACILITY AVAILABILITY

- a) Availability and use of Joint Use Spaces under this Agreement are subject to the availability of required staff, custodial services, security personnel, technical personnel, and operational resources, as determined by the Party owning or operating the applicable facility. Where such staffing or operational resources are unavailable, the applicable Party may restrict, reschedule, relocate, or cancel the applicable use upon reasonable notice where practicable.
- b) Each Party will make reasonable efforts to notify the others of any times and dates when their respective Joint Use Facilities may be unavailable for use pursuant to this Agreement, where possible and as information becomes available.
- c) Each Division will make reasonable efforts to notify the Municipality of bookings for Municipal Facilities for the upcoming school year, where possible and in accordance with the Municipality's administrative booking procedures. Each Division's Joint Use Spaces will generally be available on the days and time specified in the applicable Schedule unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- d) A Division's Joint Use Spaces may be made available outside of the times specified in the applicable Schedule with the specific approval of the Division.
- e) Each Division's use of Municipal Facilities pursuant to this Agreement may take place Monday through Friday between September and June inclusively during the times specified in Schedule "A" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- f) Municipal Facilities may be made available outside of the times specified above and in Schedule "A" with the specific approval of the Municipality.
- g) In the event of an emergency or unexpected circumstance or long-term closure, existing bookings of Joint Use Spaces may be cancelled or altered. In such events, the Parties will make reasonable efforts to accommodate the event in an alternate Joint Use Space.
- h) The Parties acknowledge that Joint Use Spaces may, from time to time, be unavailable due to their designation or use as polling stations for elections. The Party responsible for the affected Joint Use Space shall make reasonable efforts to provide advance notice to the other Parties and affected users as soon as practicable upon becoming aware of such unavailability. Where reasonably possible, alternate venues may be provided, however, if no suitable alternate venue is available, any affected bookings may be cancelled.

7) BOOKING JOINT USE SPACE

- a) Each Party shall be responsible for administering and managing bookings for its respective Joint Use Spaces in accordance with its own applicable administrative procedures, forms, rental agreements, policies, and fees and charges.
- b) Bookings for Joint Use Spaces shall be prioritized in the following order:
 - i) use by the owning Party or applicable Division for operational, educational, municipal, or program purposes;
 - ii) existing User Groups with an established history of regularly utilizing the applicable Joint Use Space at substantially the same day(s) and time(s);
 - iii) other User Groups; and
 - iv) general community bookings.
- c) Requests for use of Municipal Facilities identified as Joint Use Space by the Divisions shall be coordinated through the Municipality's designated booking process.
- d) Requests for use of Joint Use Spaces within School Facilities by User Groups or the Municipality shall be coordinated through the applicable Division's designated booking process.
- e) Each Party may require User Groups to complete such application forms, rental requests, permits, licenses, or agreements as required by that Party's applicable policies, procedures, and administrative practices.
- f) The Parties shall make reasonable efforts to provide the other Parties with viewer access to calendars or booking software relating to Joint Use Spaces, where such systems are available and compatible.
- g) Where Municipal use of School Facilities occurs outside of the applicable Division's regular operating or staffed hours, the applicable Division may:
 - i) provide the Municipality with keys, access cards, FOBs, security credentials, or other means necessary to permit unsupervised access to the School Facilities; or
 - ii) require Division staff to be present during such use, in which case additional staffing costs or facility charges may apply in accordance with the applicable Division's fees, rates, policies, or administrative procedures.
- h) All Parties and User Groups utilizing Joint Use Spaces shall comply with the applicable policies, procedures, operational requirements, and rules of the Party owning or operating the applicable facility.

8) CANCELLATION OF BOOKINGS

- a) A Division may cancel the booking of that Division's Joint Use Space. That Division shall provide as much notice as possible and shall notify the scheduled User Group of such cancellation.
- b) The Parties shall include provisions for cancellation in the rental agreement with the User Group. The Parties shall ensure that such rental agreement allows for cancellations by the Parties as contemplated in this Agreement.

9) FEES FOR JOINT USE SPACE

- a) All users of Joint Use Spaces, including the Parties and User Groups where applicable, shall be subject to the applicable fees, rates, and charges established by the Party owning or operating the Joint Use Space, unless otherwise agreed to in writing by the Parties. The Parties may establish and collect fees from time to time pertaining to the use of Joint Use Spaces, which are in addition to any other amounts payable for damage or destruction of Joint Use Spaces. Such fees may include:
 - i) Rental fee
 - ii) Insurance fee
 - iii) The use of any included specialized equipment;
 - iv) Set-up;
 - v) The provision of all staff including specially trained or technical staff (ex. theatre technicians, fitness instructors), supervisory staff and hosts, necessary for the use of the Joint Use Space;
 - vi) Any additional custodial services related to the use of the Joint Use Space; and
 - vii) Surcharges for use of the facility outside of the specified joint use hours.

10) EQUIPMENT

- a) No equipment, furnishings, or other items located within a Joint Use Space shall be available for use by the Parties or any User Groups under this Agreement unless expressly identified in Schedule "A", "B", or "C", or otherwise agreed to in writing by the applicable Parties.

11) CUSTODIAL RESPONSIBILITY AND BUILDING/FACILITY MAINTENANCE RESPONSIBILITY

- a) Each Division shall be responsible for custodial services for any Joint Use Space they own or control. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- b) The Municipality shall be responsible for custodial services for any Joint Use Space it owns. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- c) Each Party shall ensure that its respective Joint Use Spaces are maintained in a reasonable state of repair and cleanliness, having regard to the nature and intended use of the facilities. If a Party authorizes use by a User Group or Community Group requiring custodial services in excess of the standard services normally provided for the applicable Joint Use Space, that Party shall be responsible for arranging and bearing the cost of such additional custodial services.

12) DAMAGES TO JOINT USE SPACE

- a) All Parties and authorized users of Joint Use Spaces shall ensure that such spaces are left in substantially the same condition as they were prior to use, reasonable wear and tear excepted.
- b) Each Party shall be responsible for any loss, damage, excessive cleaning, or additional custodial or repair costs arising from:
 - i) its own use of another Party's Joint Use Spaces; and
 - ii) the use of Joint Use Spaces by any User Groups, organizations, invitees, or individuals authorized or scheduled by that Party.
- c) Where damage, excessive cleaning, or additional custodial or repair work is required following use of a Joint Use Space, the Party owning or operating the applicable facility may undertake or arrange such work, and the responsible Party shall reimburse the costs incurred upon request.
- d) Nothing in this Agreement limits the ability of a Party to recover costs directly from a User Group or other authorized user through separate rental agreements, permits, or applicable policies and procedures.

13) INSURANCE AND INDEMNIFICATION

- a) Throughout the term of this Agreement, each Party shall carry:
 - i) Comprehensive general liability insurance on an occurrence form in an amount of not less than five million dollars (\$5,000,000.00), which shall include:
 - 1) Bodily injury property damage;

- 2) Contingent employer's liability; and
 - 3) A term listing the other Parties as additional insureds, a severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the other parties of any cancellation of the insurance;
- ii) All risk property insurance in an amount sufficient to cover the replacement of that Party's Joint Use Facilities; provided that this requirement shall only apply to a Party for so long as that Party owns or operates Joint Use Spaces under this Agreement and subject to the Party having an insurable interest in such facilities; and
 - iii) Any other form of insurance as any Party may reasonably require from time to time in form, amounts and for insurance risks against which a prudent party under similar circumstances would insure.
- b) All insurance to be carried pursuant to this Agreement shall be held with an insurer legally entitled to provide insurance coverage within the Province of Alberta.
 - c) At any time when requested by any of the other Parties during the term of this Agreement, each Party shall provide the others with proof of insurance as required by this Agreement.
 - d) The Parties may require all User Groups and Community Groups to carry insurance as follows prior to using any Joint Use Spaces:
 - i) General Liability Insurance naming the Municipality or the Division in whose building or on whose land they are conducting their activities as additional insureds, with minimum coverages of:
 - 1) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Division; and
 - 2) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Municipality.
 - e) The Parties shall ensure that all User Groups and Community Groups accept that they are using the Joint Use Spaces at their own risk.
 - f) The parties make no representations or warranties to each other with respect to the Joint Use Spaces or their suitability for any purpose. Each Party that owns or operates a Joint Use Space is responsible for determining whether the Joint Use Space owned or operated by it is suitable for the intended purpose at the time of booking, however nothing herein shall prevent the Parties from making the party booking the facility responsible for this determination.

- g) The Municipality shall indemnify and hold harmless the Divisions and their employees, officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use of any of the School Facilities by any User Groups, including any claims or damages arising from such use for personal injury or illness (including death) and property damage.
- h) Each Division shall indemnify and hold harmless the other Division and its employees, officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use by that Division's school groups of the other Division's School Facilities, including any claims or damages for personal injury or illness (including death) and property damage.
- i) The Parties shall not allow, bring or permit to be brought any hazardous substance (as defined in any applicable environmental legislation) into any Joint Use Space except with prior written consent of the Party responsible for such facility, such consent to be in the consenting party's sole discretion. Regardless of such consent, the Parties shall be solely responsible for any hazardous substances brought or around any Joint Use Space while carrying out activities pursuant to this.

14) ANNUAL SITE MAINTENANCE OF SHARED FACILITIES

- a) The Parties agree to carry out the regular maintenance and repair of any Joint Use Space they own or operate and its operational cost is the complete responsibility of the owner or operator of the facility except as otherwise expressly set out herein.

15) PLAYING FIELDS AND PLAYGROUNDS, if Identified for joint use in this agreement

- a) The Municipality shall carry out all required maintenance of any Playfields on lands owned by the Municipality.
- b) Each Division shall carry out all required maintenance of any Playfields owned by the Division and identified in this agreement on lands owned by the Division.
 - i) The Town will maintain the soccer fields and baseball diamonds.
- c) The parties agree to take reasonable steps to ensure that field markings in Playfields are in place at the commencement of the spring/summer season.
- d) Each Party shall perform regular assessments of Playfield conditions to determine short-term and long-term maintenance requirements.
- e) If a Party intends to refurbish (aerate, top dress and over seed) a Playfield or re-develop (stripping and grading and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields) a

Playfield, it shall give reasonable notice to the others. The Parties acknowledge that refurbishment of a Playfield is generally anticipated to result in that Playfield being unavailable for use for one (1) year and that redevelopment of a Playfield is generally anticipated to be unavailable for use for two (2) years.

- f) Regardless of the source of funding or the installation of playground equipment or other improvements on a Playfield, the Party on whose land the Playfield is located shall at all times have the right to remove such improvements with or without replacing them, in that Party's sole discretion.
- g) Any Party may close Playfields at any time for reasons pertaining to weather, safety, and emergency maintenance requirements.

PART B – SCHOOL RESERVE PLANNING & ALLOCATION

16) JOINT USE & PLANNING COMMITTEE

- a) The Parties shall establish the Joint Use and Planning Committee. The Committee shall consist of one (1) representative appointed by Sturgeon Division, one (1) representative appointed by St. Albert Division, and two (2) representatives appointed by the Town.
- b) The duties of the Committee shall be to discuss issues of mutual concerns including, but not limited to, updated contact information, upcoming planning areas where new School Sites may be contemplated and future school needs, strategies and disputes related to the use of Joint Use Spaces, and planning considerations.
- c) The Committee shall meet at least annually, unless the Parties determine that no meeting is required due to the absence of operational, planning, or Joint Use matters requiring discussion. Additional meetings may be held as agreed upon by the Parties or as otherwise required under this Agreement.
- d) Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.
- e) Quorum of the Committee shall consist of at least one (1) representative from the Municipality and one (1) representative from each Division whose facilities, operations, or interests are the subject of the meeting or discussion. For greater certainty, a Division is not required to attend meetings where there are no matters relating to its Joint Use Spaces or operations, and its absence shall not prevent quorum from being achieved.
- f) Members of the Committee may be reasonably accompanied at Committee meetings by administration, staff and/or resource personnel from their respective organizations as deemed necessary.

- g) Meetings of the Committee shall be considered in-camera to encourage and facilitate frank and open discussion.
- h) All decisions of the Committee shall require consensus of its members. If consensus cannot be achieved, the Committee shall provide a report to the Parties outlining the outcome of discussions. Any Party may thereafter refer the matter to the Dispute Resolution Process set out in Schedule "E".

17) DEMOGRAPHIC PROJECTION AND ENROLMENT STATISTICS

- a) Each Division shall, upon request by the Municipality, provide enrolment statistics to the Municipality annually, both per school and total division, after the Alberta Education September student account is finalized.
- b) The Municipality shall provide to the School Divisions any updated land absorption and population projections at least two (2) weeks prior to the annual meeting of the Parties.

18) AREA STRUCTURE PLANS AND OTHER PLANNING DOCUMENTS

- a) All proposed School Sites shall be identified in consultation with the School Divisions and shall be identified within Area Structure Plans adopted by the Municipality.
- b) Prior to the Municipality approving any Area Structure Plan, or any amendment to an adopted Area Structure Plan or refinement of an Area Structure Plan through a Conceptual Scheme or other similar document which may impact School Site locations or residential development, the Municipality shall consult with each Division and, if the planning document is proposed by a developer, prior to the developer submitting an application, the Municipality shall facilitate discussions between the School Divisions and the developer to discuss planning for future School Sites within these lands.
- c) Prior to the Municipality amending its Municipal Development Plan, the Municipality shall consult with the School Divisions. If a developer is proposing such amendment, the Municipality shall facilitate a meeting between the developer and the School Divisions.
- d) The Parties acknowledge and agree that while an Area Structure Plan may change from time to time in accordance with the discretion of the Municipality's Council:
 - i) there shall be no changes to the location or footprint of a proposed School Site without first consulting with the School Divisions;
 - ii) Reserve Land identified for transfer to a Division based on future expansion of the School is based on the ultimate design capacity of the School;

- iii) the School Divisions shall be notified of any additional amendments to the land use concept that could reasonably affect school enrollment or capacity;
 - iv) each Division will be given at least twenty-one (21) days to respond to any notice of any changes to an Area Structure Plan and the Municipality shall grant reasonable requests for extensions of this time period if such requests are made before the expiry of the initial twenty-one (21) day period; and
 - v) without restricting the other remedies available to the Division at law, either Division may challenge the decision of the Municipality regarding the allocation of Land Acquired as Reserves to School Sites through the dispute resolution process set out in Schedule “E” of this Agreement.
- e) To support adequate provision of School Sites, the Municipality shall circulate to the School Divisions all applications for:
- i) Area Structure Plans, Conceptual Schemes, and amendments thereto which have a residential land use component; and
 - ii) All subdivision applications for lands not subject to an Area Structure Plan (excluding the Municipal Development Plan) or non-statutory conceptual schemes (i.e. outline plans).

19) COMMITMENT OF LAND FOR SCHOOL SITES

- a) When a Division is anticipating a new School Site, the Municipality will endeavor to assist that Division in its application for funding by committing by way of a letter of commitment or other formats as required by the Province to provide a fully serviced School Site should funding be granted. Should the Province require any letter of commitment from the owner or developer of the land containing the new School Site, the Municipality shall assist the Division in obtaining such letter.
- b) Where both School Divisions are seeking funding for a new School Site in the same general area, the Municipality shall not favour the application of one Division over the other. The Municipality shall provide equivalent letters of commitment and equivalent levels of assistance to each School Authority in their respective applications.
- c) Nothing in this Agreement precludes the Municipality from committing to both School Divisions, within their respective applications for funding, to provide serviced School Sites. Where both School Divisions receive funding approval from the Province for a School in the same area, unless otherwise determined by the Province, the

allocation of available School Sites between the School Divisions shall be determined by the Committee in accordance with Section 20 of this agreement.

- d) If a Division's application for funding is successful, the School Site as assigned will be allocated to that Division for future construction.
- e) If a Division's application for funding is not successful, the site shall remain identified as a future School Site but is no longer committed for servicing by the Municipality in conjunction with the proposed project. The Parties may agree, subject to approval of their respective Council or Board of Trustees, to include the unfunded project in their respective future capital plans. However, in doing so, at no time shall the Parties be deemed to pre-allocate a School Site contrary to this Agreement.
- f) If a Division is committed funding by the Province, it shall promptly notify the Municipality and the other Division of the same.

20) SCHOOL SITE ALLOCATION BETWEEN SCHOOL AUTHORITIES

- a) In determining the allocation of future School Sites between the School Divisions, the Committee, acting reasonably, shall determine the allocation of School Sites between the School Divisions having regard to the following factors, without any one factor being determinative:
 - i) the current and projected enrolment of each School Division within the Municipality;
 - ii) the existing inventory of School Sites held by or committed to each School Division within the Municipality;
 - iii) the demographic characteristics of the area being planned;
 - iv) the proximity of each School Division's existing schools to the area being planned;
 - v) any commitments of provincial funding for school construction received by a School Division;
 - vi) any other factors the Committee considers relevant.
- b) If there are competing claims between the Divisions for allocation of a School Site, and the Committee cannot resolve this claim, a Division may initiate, at its own cost, the dispute resolution process set out in section 26 and Schedule "E" of this Agreement in order to resolve the matter.

21) LAND ACQUIRED AS RESERVES

- a) Except as otherwise herein provided the title to land acquired as Reserves shall initially be vested in the Municipality as Municipal Reserve (MR).
- b) The Municipality shall transfer any land acquired as Reserves to the Province of Alberta, or the applicable School Division, or as otherwise directed pursuant to the Education Axt and Municipal Government Act, for the consideration of One Dollar (\$1.00) when funding is committed by the Province for the construction of a School on that site. The School Building Site shall be designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.
- c) If funding has been committed by the Province for the construction of a School at a School Building Site at the time of subdivision of the Land Acquired as Reserve, the School Building Site shall be transferred to the Province of Alberta or the applicable Division as soon as it is serviced as set out herein.
- d) The Municipality shall service or cause the School Building Site to be serviced prior to transfer to the applicable Division. Such servicing shall consist of power, water, storm sewer, sanitary sewer, and telecommunications with reasonable capacities to service the intended School brought to the property line of the School Building Site, with the exact location as determined by the Municipality and the applicable Division acting reasonably. The Municipality shall provide such servicing within reasonable timelines to meet any timelines imposed by the Province of Alberta.
- e) The Municipality shall be responsible for all costs associated with the subdivision of the Land Acquired as Reserve and associated registration at the Alberta Land Titles Office to have the School Building Site transferred to the applicable Division as School Reserve (SR).

22) JOINT PLANNING AND SCHOOL SITE REQUIREMENTS

- a) When reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, and bearing in mind provincial requirements, the Municipality shall consider that the land for a proposed School Site shall have:
 - i) sufficient area for effective use as a School Building Site;
 - ii) site frontage onto two collector roads for ease of access and traffic circulation, including consideration to the ability to separate school bus and parent drop-off zones;
 - iii) 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;

- iv) appropriate proximity to existing schools and residential areas needing school service, including consideration for the site's location related to existing and future Division bus routes;
 - v) services available in the area to be provided pursuant to this Agreement;
 - vi) the ability for the Parties to work together on dual school sites and/or indoor or site enhancements; and
 - vii) such considerations as the Municipality reasonably deems pertinent to the application.
- b) To ensure that the School Site has limited exposure to potential hazards as set out above, when reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, creating or affecting a School Site, the Municipality shall have prepared or cause any developer applicant to prepare a risk assessment pertaining to any significant utility infrastructure or other hazards in proximity to the site, which document shall be provided to the School Divisions and shall be considered by the Municipality in considering the proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto.
 - c) The Municipality and the applicable Division shall consult with each other on the site design of the School, the School Building Site, Joint Use Space and community facilities located on Joint Use Space.
 - d) The School Divisions acknowledge that building and development permits may be required in respect of work on School Building Sites, subject to applicable bylaws of the Municipality.
 - e) If land needed for a new School Site exceeds that which is to be provided in accordance with the *Municipal Government Act*, the Municipality shall be responsible for negotiating with landowners and entering into a separate agreement to purchase if required.

23) DISPOSITION OF LANDS AND IMPROVEMENTS

- a) If a Division concludes that it no longer requires Lands reserved hereunder for a School Building Site, it shall notify the other Parties. The Parties shall cause the Committee to meet within thirty (30) days to discuss whether that Reserve Land is required by the other Division. Within sixty (60) days after such meeting, the other Division shall determine if it requires that Reserve Land.
- b) If neither School Division requires the Reserve Land, the Reserve Land shall be retained by the Municipality and used or disposed of subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all

relevant regulations pertaining thereto, Division policy and the terms of this Agreement.

- c) Subject to the Education Act and the Disposition of Property Regulation, if the surplus Reserve Land is required by the other Division, the Reserve Land shall be transferred to that Division. The consideration for such transfer shall be one dollar (\$1.00).
- d) Every five (5) years, the Municipality and Divisions shall evaluate all undeveloped School Sites against the criteria for School Sites set forth above prior to the annual Committee meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the Division's interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Municipality by the Division no more than one hundred eighty (180) days following the annual meeting. The Division shall be responsible for obtaining any formal confirmation required under regulation or ministerial order and shall forward a copy to the Municipality upon receipt, and the Division's obligations pursuant to this section are conditional on such confirmation being granted.
- e) Reserve Lands reserved for a School Building Site which have been transferred to the Province of Alberta or to a Division but not developed and which are no longer required shall be transferred back to the Municipality for the consideration of one dollar (\$1.00), subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto.
- f) When a School Building Site was developed by the Division on Reserve Lands, but it is no longer required for the Division's purposes, the Municipality shall be so notified in writing by the Division and shall have subject to the requirements of the *Education Act*, other relevant legislation, and all relevant regulations pertaining thereto, 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:
 - i) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
 - ii) for the improvements on the lands, at a value as determined by an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Division,and the purchase price will be paid in cash on the exercise of the option to purchase.
- g) If the Municipality does not exercise its option to purchase as set out above, the Municipality will work with the Province of Alberta or the applicable Division to

dispose of the School Building Site in accordance with the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto and the proceeds of the sale shall be divided in the following manner unless otherwise agreed between the Parties or directed by applicable legislation:

- i) an independent qualified appraiser selected by mutual agreement by the Municipality and the Division will be asked to assign a value to the land and a separate value for the improvements on the lands; and
 - ii) the Municipality will receive a payment equal to the percentage of the net sale proceeds attributed to the land value and the Division will receive a payment equal to the percentage of the net sale proceeds attributed to the improvements.
- h) Notwithstanding any provision of this Agreement to the contrary, the Divisions shall be entitled to the entire proceeds of disposition of lands purchased, other than Reserve Land, by the Divisions within the Municipality for a School Building Site.

PART C – GENERAL

24) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is amended by the Parties.
- b) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.
- c) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2030. This shall be in addition to the meetings pursuant to Schedule “D”.

25) WITHDRAWAL, REVIEW AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or part 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. If such

consensus is not reached, the dispute resolution provisions set forth in Schedule 'E' shall apply.

- 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.

26) DISPUTE RESOLUTION

- a) Any disputes or disagreements arising out of this Agreement shall be dealt with in accordance with the dispute resolution process outlined in Schedule "E".

27) APPLICABLE LAWS

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

28) ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

- a) The Parties agree to comply with the requirements of the *Access to Information Act* and *Protection of Privacy Act* insofar as they apply to the operations, records and personal information each Party has access to, collects, or uses in performing their respective rights and obligations under this Agreement.
- b) The Parties acknowledge that information and records maintained or submitted by the other party may be subject to the protection and access provisions of the *Access to Information Act* and *Protection of Privacy Act*.

29) INTERPRETATION

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- b) The insertion of headings and sub-headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

30) TIME OF THE ESSENCE

- a) Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement any Party is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the applicable Parties.
- b) If the date for doing anything pursuant to this Agreement falls on a weekend or holiday, the date shall be delayed to the next business day thereafter.

31) NON-WAIVER

- a) The waiver of any covenants, conditions, 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.

32) NON-STATUTORY WAIVER

- a) The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the Municipal Government Act and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- b) Each Division entering into this Agreement is doing so in its capacity as a school Division 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 that Division 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. Each 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 Division 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 Division and as the officers, servants and agents of a school Division.
- c) Nothing in this Agreement fetters the statutory powers or duties of any Party. Where a conflict arises between this Agreement and a mandatory requirement of the Municipal Government Act, Education Act, or regulations established thereunder, the Act or Regulation prevails and the Parties will work in good faith to amend the Agreement accordingly.
- d) Where ownership of real property that is subject this Agreement is transferred to the Crown pursuant to the Education Act, or any successor provision or regulations

established thereunder, the Parties agree that the Agreement shall be read and applied with such modification as the circumstance require and shall continue to apply to the extent the applicable Division retains a leasehold or other occupancy interest in the real property.

e)

33) SEVERABILITY

- a) If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

34) FORCE MAJEURE

- a) 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 a Force Majeure Event.

35) NON-ASSIGNMENT OR TRANSFER

- a) 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.

36) SUCCESSORS

- a) The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Municipality and the School Divisions.

37) NOTICES

- a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the Parties to the attention of the Municipality's CAO or the applicable Division's Superintendent, as applicable, using the registered mail or email to the addresses as shown below:

THE TOWN OF BON ACCORD

5025-50 Avenue, Bon Accord AB, T0A 0K0

Email: cao@bonaccord.ca

THE STURGEON PUBLIC SCHOOL DIVISION

9820 104 St, Morinville, AB T8R 1L8

Email: Corporate.Services@sturgeon.ab.ca

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

6 St. Vital Avenue, St. Albert, AB T8N 1K2

Email: cmoroziuk@gsacrd.ab.ca

- b) Notices provided by registered mail shall be deemed received seven (7) days after posting and notices provided by email shall be deemed received the next business day after they are sent.
- c) The Parties may change the addresses for service from time to time on notice to the other Parties.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories as of the date first above written:

THE TOWN OF BON ACCORD

Per: _____

Per: _____(c/s)

Per: _____

Per: _____(c/s)

THE STURGEON PUBLIC SCHOOL DIVISION

Per: _____

Per: _____(c/s)

Per: _____

Per: _____(c/s)

**THE GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

Per: _____

Per: _____(c/s)

Per: _____

Per: _____(c/s)

Schedule "A" – Municipality of Bon Accord Facilities Available for Joint Use

Division use of Municipal owned facilities is permitted during school hours Monday-Friday from 8:00am-4:15pm.			
Name of Facility	Legal Description of Parcel(s) Containing Facility	Availability	Description of Facility and Amenities
Bon Accord Arena	4812 52 Street 7921730 10 28MR	Subject to staff availability on-site for safety.	Ice surface and ice slab Dressing rooms Upstairs mezzanine Tables & chairs
Archie Jenkins Sportsgrounds	4812 52 Street 7921730 10 28MR	Use of facilities during school hours.	Ball diamonds Soccer fields

Any facility, space and equipment not identified under Schedule "A" of this agreement may be available on a case- by- case basis with a separate signed agreement.

An email confirmation will be provided for bookings within Joint Use hours. Bookings outside Joint Use hours or if monetary amount is applied during Joint Use hours, a rental agreement will be required.

All facility use is subject to staff and operational availability in accordance with this Agreement.

Where possible, Joint Use Booking should occur through Bon Accord Community School first due to staff availability.

Schedule “B” – The Sturgeon Public School Division Facilities Available for Joint Use

School buildings will be available Monday-Friday from 6:00pm-10:00pm and on Saturday from 8:00am-5:00pm during the period from September to June.		
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Lilian Schick School	PLAN 9022300 LOT 1SR (SCHOOL RESERVE) in Municipality of Bon Accord PLAN 8620960 LOT 2 in Municipality of Bon Accord	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including bleachers Classrooms: <ul style="list-style-type: none"> • Desks and Tables • All other equipment must be agreed in writing. School Grounds
Bon Accord Community School	PLAN 7309KS LOT D	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including bleachers Classrooms: <ul style="list-style-type: none"> • Desks and Tables • All other equipment must be agreed in writing. School Grounds

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

All facility use is subject to staff and operational availability in accordance with this Agreement.

Schedule “C” – The Greater St. Albert Catholic Division Facilities Available for Joint Use

[As of the Effective Date, the St. Albert Division does not operate any School Facilities within the Municipality's boundaries. This Schedule shall be populated by the St. Albert Division upon that Division commencing operations of a School Facility within the Municipality, in accordance with Sections 3(e) and 3(f) of this Agreement.]

Schedule “D” – Bi-Annual Joint Use Meeting

1. The Bi-Annual Joint Use meeting if required, may take place in May and October.
2. The attendees will be the administrative or operational representatives appointed by each of the Parties.
3. The meeting will be held at a mutually agreed upon location.
4. The agenda for the meeting shall be composed of the following:
 - a) Approval of minutes of previous meeting
 - b) Review Schedules A, B, C, D and E of this Agreement as well as a review of the Facility operating guidelines
 - c) New Business
 - d) Date and location for next bi-annual meeting
5. Minutes of the Bi-Annual Joint Use meeting will be emailed to all who attended.
6. The Municipality will be responsible for the maintaining the records of the Bi-Annual Joint Use Meeting.
7. Any changes as a result of this meeting shall be addressed through an amending agreement to this Agreement and shall take effect upon execution of the amending agreement by all Parties.

Schedule "E" – Dispute Resolution Process for Joint Use**1) DISPUTES REGARDING OPERATIONAL ISSUES**

- a) Any disputes regarding the scheduling of a specific use or User Group for use of a Joint Use Space shall be addressed as follows:
 - i) The administrative staff of the affected Parties shall attempt to resolve the dispute amongst themselves;
 - ii) If the administrative staff of the affected Parties are unable to resolve the dispute amongst themselves, the dispute shall be referred to the Committee in a timely manner;
 - iii) If the Committee is unable to reach a resolution, the decision of the Party which owns the applicable Joint Use Space shall be final and binding.

2) ALL OTHER DISPUTES

- a) Any disputes aside from disputes regarding operational issues as identified in the preceding section shall be addressed as follows:

Step 1: Notice of Dispute

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

Step 2: Negotiation

- 3. Within 14 Calendar Days after the notice of dispute is given, each Party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Division ratification of any resolution that is proposed.
- 5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by

seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 Calendar Days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party shall select one name from the short list and advise the other Party of their selection within 10 Calendar Days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
7. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 Calendar Days of the mediator's engagement. The Parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
8. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) Calendar Days from the date the mediator is engaged, without further written agreement of the parties.
9. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
10. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
11. If after ninety (90) Calendar Days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

Step 4: Arbitration

12. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration using a single arbitrator within 30 Calendar Days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
 13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 Calendar Days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
 14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
 15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.
 16. The decision of the arbitrator shall be final and binding on the Parties.
- b) Any mediation or arbitration pursuant to this Agreement shall take place in the Town of Bon Accord unless otherwise agreed between the parties.
 - c) The Parties may extend any of the timelines within this Agreement by written agreement.
 - d) All information disclosed during mediation or arbitration ("Disclosed Information") shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery or applicable laws, each Party agrees not to disclose the Disclosed Information to any other person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any representative,

mediator, or arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

Save the Date



Families First Society
FORT SASKATCHEWAN

OPEN HOUSE • PLAY MOB ANNUAL GENERAL MEETING

Come celebrate the work that helps families plant strong roots and grow. Drop in for supper, take a tour of our space, and bring your family to play before we take time to look back on the last year!

Everyone is welcome!



DATE:

Wednesday, June 24, 2026



TIME:

4:00 to 7:00 PM



LOCATION:

Families First Society
9901 90 Street T8L 3T1



AGM



Open House



Play Mob



Free Supper
provided

Join us as we celebrate **growth, connection, and community.**

Questions? Call us at 780-998-5595 ext 221

Safe, strong, healthy future generations

From: [Jessica Spaidal](#)
To: [Jessica Spaidal](#)
Subject: FW: You are Invited to the State of Morinville Event!
Date: Monday, May 25, 2026 8:29:44 AM
Attachments: [image.png](#)
[Outlook-Logo_comp.png](#)

From: Megan Brake <megan.brake@morinville.ca>
Sent: Friday, May 22, 2026 10:56:29 AM
Subject: You are Invited to the State of Morinville Event!

Good Morning,

On behalf of Morinville Mayor Boersma, we're pleased to invite you to attend our first **State of Morinville** event on **Thursday, June 11, 2026**, at the **Morinville Community Cultural Centre**.

This event will bring together residents, businesses, community organizations, dignitaries and regional partners for an evening focused on Morinville's current priorities, progress and future direction. The program will feature an address from Mayor Simon Boersma, a short community impact video and a networking reception with light refreshments.

Event Details

- **Date:** Thursday, June 11, 2026
- **Location:** Morinville Community Cultural Centre
- **Program:** Mayor's address, community impact video and networking reception
- **Tickets:** \$10 each and can be purchased at [Morinville.ca/tickets](https://morinville.ca/tickets)

We hope you can join us for this opportunity to connect and learn more about the work shaping Morinville's future.

Thank you,



Megan Brake