

## Agenda

### Village of Barons Regular Council Meeting Tuesday, June 9, 2026 At 7:00 p.m.

1. Call to Order
2. Guests: Kara Hickman
3. Approval of Agenda
4. Approval of May 12, 2026 Regular Council Meeting Minutes  
Approval of May 12, 2026 Budget Meeting Minutes  
Approval of May 19, 2026 Budget Meeting Minutes  
Approval of May 26, 2026 Special Council Meeting Minutes  
Approval of June 2, 2026 Organizational Meeting Minutes  
Approval of June 2, 2026 Special Council Meeting Minutes
5. Business Arising:
  - a. Bylaw #775 – Establish a Library Board Bylaw
  - b. Food Rescue Agreement
6. Village Foreman Report
7. Administrator Report
8. Correspondence
9. Financial Report
10. Committee Reports
  - a. ORRSC (Oldman River Regional Services Commission)
  - b. Green Acres
  - c. CFLR (Community Futures Lethbridge Region)
  - d. FCSS (Family and Community Support Services)
  - e. Mayors and Reeves
  - f. Chinook Arch Library System
  - g. AG Society
  - h. Emergency Advisory Committee
  - i. Carmangay Library
11. New Business
  - a. Privacy Management Plan
  - b. Palliser Schools Joint Use Planning Agreement
  - c. Year-Round Yard Assistance
  - d. July/August Meetings
  - e. Administrator's Vacation Request
12. Closed Session – None
13. Adjournment

**MINUTES OF REGULAR MEETING OF COUNCIL  
of the Village of Barons  
May 12, 2026**

***Present:*** Kyle Prince, Mayor  
Belinda Rempel, Deputy Mayor  
Jen Durell, Administrator

***Absent:*** Wade Krushel, Village Foreman

***Recording Secretary:*** Jen Durell, Recording Secretary

***Call to Order:*** Call to order at 6:58 p.m.

***Guests:*** **Jackie Seely – STARS Air Ambulance**

STARS was founded and flew first mission to Lethbridge in 1985. No cost to patient for STARS flights. Speaks of how STARS was founded. STARS stands for Shock Trauma Air Rescue Service. Bases are located across Western Canada – Calgary, Edmonton, Grand Prairie, Saskatoon, Regina, and Winnipeg. Speaks of types of incidents that STARS responds to and the chain of survival partners (fire depts, search and rescue, AB Health fixed wing, RCMP, etc). 375 missions flown in Lethbridge County in the last 5 years.

Mayor Prince asks if these are scene calls or interfacility transfers.

The majority of flights are interfacility transfers – primarily for traumas and surgeries. Usually patients go into Lethbridge to the hospital by ground ambulance and are then transferred for larger hospitals. On average 75 missions per year – Lethbridge is busiest location in the province for missions.

Speaks of direct operating costs – 12.2 million per base to operate; total of 36.6 million annually. Receives 15 million from AHS annually. STARS lottery funds 59% of direct operational costs. 95% of Alberta Municipalities are donating to STARS. Speaks of why donations are structured at a per capita level and the difference between regional partners vs provincial leaders in their funding structure. 27 regional partnerships across Alberta.

Helicopters are staffed by 2 pilots, 1 flight paramedic, 1 flight nurse. Also have a transport physician on staff who may also be on the helicopter to assist. Speaks of STARS staff competing on a world level and coming in top 3 in the world for skills. Speaks of what STARS brings, especially to a rural setting. STARS also does

virtual care consultations with medical professionals to provide medical and procedural guidance in facilities and on scene.

Speaks of Lethbridge County, Nobleford, and Picture Butte contributing to STARS. Requests \$1 - \$2 per capita with a 4 year pledge (2026 – 2029).

Mayor Prince asks if Coalhurst or Coaldale is participating. Jackie replies not yet.

STARS is gradually expanding and is always open to expansion in the south. Works with HALO Air Ambulance to manage scene calls and transfers of patients to get them the critical care they need.

*Approval of Agenda:*

Administrator Durell asks Council for their consideration to add item 11 d) to New Business.

**Motion made by Mayor Prince to add item 11 d) to the agenda.  
Carried**

**Motion made by Mayor Prince to approve the agenda with the addition as requested.  
Carried**

*Minutes:*

To accept the minutes of the April 14, 2026 Regular Council Meeting minutes as presented.

**Motion made by Deputy Mayor Rempel to accept the minutes of the April 14, 2026 Regular Council meeting as presented.  
Carried**

To accept the minutes of the April 14, 2026 Budget Meeting minutes as presented.

**Motion made by Deputy Mayor Rempel to accept the minutes of the April 14, 2026 Budget meeting as presented.  
Carried**

To accept the minutes of the April 29, 2026 Special Council Meeting minutes as presented.

**Motion made by Mayor Prince to accept the minutes of the April 29, 2026 Special Council meeting as presented.  
Carried**

To accept the minutes of the May 5, 2026 Special Council Meeting minutes as presented.

**Motion made by Mayor Prince to accept the minutes of the May 5, 2026 Special Council meeting as presented.**

**Carried**

***Business Arising:***

**a) Bylaw #775 – Establish a Library Board Bylaw**

Council was presented with Bylaw #775 – Establish a Library Board Bylaw for their consideration. Discussion was held

**Motion made by Mayor Prince to read Bylaw #775 a first time this 12th day of May, 2026.**

**Carried**

**Motion made by Mayor Prince to read Bylaw #775 a second time this 12th day of May, 2026.**

**Carried**

**b) Urban Rabbits**

Discussion was held

**Motion made by Mayor Prince to rescind the motion made at the April 14<sup>th</sup>, 2026 Council Meeting regarding Urban Rabbits.**

**Carried**

**Motion made by Mayor Prince to approve the request for urban rabbits.**

**For: none**

**Against: Deputy Mayor Rempel and Mayor Prince.**

**Motion failed.**

**c) Boulevard Parking Discussion**

Discussion was held.

**Motion made by Mayor Prince to instruct Administration to develop a survey regarding boulevard parking and to extend the moratorium until September.**

**Carried**

***Village Foreman Report:***

Public Works reports that he proudly raised a new Village Flag with a new cable at the Village Office. Reports that the storm door is to be reinstalled this week at the Village Office with a spring chain so the door cannot fly away and bend again. Water plant and lift station are both running smoothly. Clearwater Controls is scheduled for chlorine room maintenance and calibration on the 14<sup>th</sup> of May. Finished part two of the in-person coursework for the level 1 water and wastewater operators course. Foreman Krushel is now eligible to write the small systems government test, and is very pleased to do so. Carwash is now open – Hours of operation

will be 8 am to 6 pm on weekdays, and 10 am to 6 pm on weekends. Happy washing!

**Administrators Report:**

Assessment appeal date has now passed – no appeals were filed this year on the municipal side, though we had 1 change in assessment and 1 appeal on the linear assessment. Submitted the FIR and Audited Financial Statements to Municipal Affairs. Summer rates for water are now in effect. Met with the Village Lawyer regarding the hotel site once again, and the affidavits have now been filed. Attended Alberta Emergency Alert Training and Administrator Durell is now an authorized user of the Alert Ready system, so we will be able to publish emergency alerts for not only ourselves, but our neighbors as well should the situation arise. Had an initial meeting with the Village Engineers and the contractor for the 2025 Improvements Project and initial planning is underway. Attended many meetings in the past month. The Southern Alberta Summer Games registration will be open May 13<sup>th</sup> til June 11<sup>th</sup>, 2026, with the games scheduled for July 8<sup>th</sup> – 11<sup>th</sup> in Bow Island. Events range from cribbage and various shooting categories, to soccer, swimming, basketball, ball hockey, photography, and more. Registration is open to athletes from 6 years old up to 90 +, with other activities scheduled throughout the week. For those interested in more information, they can visit [southernalbertasummernames.ca](http://southernalbertasummernames.ca)

**Correspondence:**

- April Bank Reconciliation
- Town of Bow Island - Southern Alberta Summer Games Opening Ceremonies Invite
- FCSS – Smile Cookie Week
- TELUS – NG911 Status Update
- Statistics Canada – 2026 Census Underway
- Chinook Arch – Board Report

**Motion made by Mayor Prince to accept the correspondence as presented. Carried**

**Financial Reports:**

Council was presented with the accounts payable and monthly statement for the month of April, 2026.

**Motion made by Mayor Prince to approve the accounts payable for the month of April, 2026. Carried**

**Motion made by Deputy Mayor Rempel to approve the monthly statement for April, 2026. Carried**

**Committee Reports:**

- a) **ORRSC**

Nothing to report. Meets Quarterly.

b) **Green Acres**

Attended the board retreat. Met with ADM and discussed grant funding. Final approval for the Piyami Lodge rebuild has come.

c) **CFLR (Community Futures Lethbridge Region)**

Nothing to report.

d) **FCSS (Family Community and Social Services)**

Mostly business as usual. Coaldale won the smile cookie competition against Taber. Taber sold the most cookies, but Coaldale raised the most money.

e) **Mayors and Reeves**

Presentation by AB Assisted Living on seniors abuse and prevention and new policies coming in. No abuse cases identified in the County but is a growing concern province wide. Discussion was had about the feasibility of closing down facilities with ongoing abuse concerns.

f) **Chinook Arch Library System**

Nothing to report. Meets quarterly.

Mayor Prince attended Lethbridge City Council to support Chinook Arch library systems, as the City of Lethbridge has a veto vote on whether to allow for a budgetary increase. Decision postponed til June 10<sup>th</sup> or 11<sup>th</sup>.

g) **Ag Society**

Meeting upcoming.

h) **Emergency Advisory Committee**

Attended a meeting for the Regional Emergency Management Agency (REMA) where we discussed the hazard season outlook, received a presentation from CPKC regarding their emergency response capabilities, as well as discussed the training calendar for the remainder of 2026. We also were updated as to the colouring contest being held in conjunction with Emergency Preparedness Week (May 3 – 9). The workbook was distributed through Palliser Schools, as well as through the municipal offices to any children aged 12 and under. Submissions must be received by May 31 at the Village Office, with the winner from each community receiving an emergency preparedness “starter kit” including a backpack, sleeping bag, stuffy, flashlight, activity book, and card games. Each community (Coalhurst, Picture Butte, Nobleford, ourselves and Lethbridge County) is participating, and submissions should

be returned to the respective “town office”. The materials for the contest, as well as all the printing costs for the workbooks were all covered by corporate sponsors. Also attended the Regional Emergency Management Advisory Committee (REAC) meeting on April 30<sup>th</sup> – Discussed was an overview of who we are and what we do, as well as some discussion regarding the 2026 budget for the REAC. Director of Emergency Management workshop was postponed until June.

- i) **Carmangay Library**  
Nothing to report.

**Motion made by Mayor Prince to recess for 5 minutes at 8:43 pm. Carried**

**Motion made by Mayor Prince to return from recess at 8:51 pm. Carried**

*New Business:*

- a) **Southgrow**  
Discussion was held.

**Motion made by Mayor Prince to instruct Administration to draft a letter requesting membership with Southgrow. Carried.**

- b) **Discussion of Changes to AISH and ADAP**  
Discussion was held.

**Motion made by Mayor Prince to instruct Administration to draft a letter to Jason Nixon, Minister of Assisted Living and Social Services to express concerns regarding the changes to the AISH program and the impacts to our ratepayers. Carried.**

- c) **Nobleford Fire Agreement**  
Council was presented with a new agreement for fire service coverage with the Town of Nobleford. This is just a renewal of the current agreement that we have with the Town of Nobleford to extend for another five (5) years. Discussion was held.

**Motion made by Mayor Prince to approve the agreement with the Town of Nobleford for fire services. Carried**

- d) **Bylaw # 776 – Utility Rate Bylaw**  
Council was presented with Bylaw #776 – Utility Rate Bylaw for their consideration. Discussion was held.

**Motion made by Mayor Prince to postpone discussion to a later date. Carried.**

*Closed Session:* a) none

*Adjournment:* Adjournment of the meeting was at 9:32 p.m.

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**Mayor – Clinton Bishop**

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**Administrator – Jen Durell**

**MINUTES OF BUDGET MEETING OF COUNCIL  
Of the Village of Barons  
May 12, 2026**

***Present:*** Kyle Prince, Mayor  
Belinda Rempel, Deputy Mayor

***Recording Secretary:*** Jennifer Durell, Administrator

***Call to Order:*** 9:43 pm

***Purpose of Meeting:*** **Budget**

**Budget**

Council was presented with the third draft of both the three (3) year operating budget and the five (5) year capital budget for discussion. As this is still in the draft stage, another meeting will be planned once more information becomes available.

**Motion made by Mayor Prince to pledge \$1 per capita to STARS Air Ambulance. Carried**

**Planning**

Council was presented with the 2026 Planning documents. Discussion was held.

***Adjournment:*** Adjournment was at 10:17 pm

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**Mayor – Clinton Bishop**

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**Administrator – Jennifer Durell**

**MINUTES OF BUDGET MEETING OF COUNCIL  
Of the Village of Barons  
May 19, 2026**

**Present:** Kyle Prince, Mayor  
Belinda Rempel, Deputy Mayor

**Recording Secretary:** Jennifer Durell, Administrator

**Call to Order:** 1:02 pm

**Purpose of Meeting:** **Budget**

**Planning**

Council was presented with the updated 2025 Planning documents. Discussion was held.

**Motion made by Mayor Prince to approve the planning goals for 2026 as discussed. Carried unanimously.**

**Bylaw #776**

Council was presented with Bylaw #776, the 2025 Tax Bylaw for their consideration. Discussion was held.

**Motion made by Deputy Mayor Rempel to read Bylaw #776 a first time, this 19th day of May, 2026. Carried**

**Motion made by Mayor Prince to read Bylaw #778 a second time, this 19th day of May, 2026. Carried.**

**And by UNANIMOUS CONSENT of Council a motion made by Deputy Mayor Rempel to hold a third and final reading of Bylaw #778 this 19th day of May, 2026. Carried.**

**Motion made by Mayor Prince to read Bylaw #778 a third and final time and finally passed this 19th day of May, 2026. Carried.**

**Budget**

Council was presented with the final draft of the 2026 Village of Barons Operating and Capital budgets for their consideration. An updated tax scenario worksheet and a mill rate calculation sheet was presented to Council.

**Motion made by Deputy Mayor Rempel to approve the 2026 final Operating and final Capital Budget for the Village of Barons.**

**Tax Agreements for 2026**

Council was asked for their consideration to offer monthly tax payment agreements for 2026. Discussion was held.

**Motion made by Mayor Prince to offer a monthly payment plan to the ratepayers for the 2026 tax year. Carried.**

**Motion made by Mayor Prince to call a 10 minute recess at 2:28 pm. Carried**

**Motion made by Mayor Prince to reconvene the meeting at 2:40 pm. Carried.**

**Tax Bylaw**

Council was presented with Bylaw #777, the 2026 Tax Bylaw for their consideration. Discussion was held.

**Motion made by Deputy Mayor Rempel to read Bylaw #777 a first time, this 19th day of May, 2026. Carried**

**Motion made by Mayor Prince to read Bylaw #777 a second time, this 19th day of May, 2026. Carried.**

**And by UNANIMOUS CONSENT of Council a motion made by Mayor Prince hold a third and final reading of Bylaw #777 this 19th day of May, 2026. Carried.**

**Motion made by Deputy Mayor Rempel to read Bylaw #777 a third and final time and finally passed this 19th day of May, 2026. Carried.**

***Adjournment:*** Adjournment was at 2:50 pm

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**Mayor – Clinton Bishop**

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**Administrator – Jennifer Durell**

**MINUTES OF SPECIAL MEETING OF COUNCIL  
Of the Village of Barons  
May 26, 2026**

***Present:*** Kyle Prince, Mayor  
Belinda Rempel, Deputy Mayor  
Jen Durell, Administrator

***Absent:*** none

***Recording Secretary:*** Jen Durell, Recording Secretary

***Call to Order:*** 1:05 pm

***Guests:*** *none*

***Purpose of Meeting:*** **Closed Session - ATIA Section 29 & 32**

**Motion made by Mayor Prince to go in camera as per ATIA Sec. 29 – Advice from Officials and ATIA Sec. 32 – Privileged Information at 1:05 pm. Carried**

**Motion made by Mayor Prince to come out of camera at 3:29 pm. Carried**

***Adjournment:*** Adjournment was at 3:29 pm

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**Mayor – Clinton Bishop**

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**Administrator – Jen Durell**

**MINUTES OF ORGANIZATIONAL MEETING OF COUNCIL  
Of the Village of Barons  
Tuesday, June 2, 2026**

***Call to Order:*** Administrator called this meeting to order at 1:00 p.m.

***Present:*** Clinton Bishop  
Belinda Rempel  
Kyle Prince  
Jennifer Durell, Administrator

***Recording Secretary:*** Jennifer Durell, Administrator

***Swearing In:*** The Official Oath of Office was taken.

***Elections:*** **Motion made by Clinton Bishop to nominate himself for the position of Mayor.**

**In favour: Clinton Bishop,  
Belinda Rempel  
Opposed: Kyle Prince  
2 for, 1 opposed.  
Motion carried**

**Motion made by Clinton Bishop to nominate Belinda Rempel for the position of Deputy Mayor. Carried unanimously**

***Council Meetings:*** Dates and Times

**Motion made by Belinda Rempel to hold Council meetings the second Tuesday of each month at 7:00 p.m.  
Carried unanimously**

***Establishment of the Municipal Office:***

**Motion made by Kyle Prince to name 210 Main Street as the Village of Barons Municipal Office. Carried unanimously**

***Establishment of Auditor:***

**Motion made by Belinda Rempel to continue to use Scase & Partners as the Financial auditor for the Village of Barons.  
Carried unanimously**

***Establishment of Assessor:***

**Motion made by Belinda Rempel to continue to use Benchmark Assessment Services to continue to provide assessment services to the Village of Barons. Carried unanimously**

***Banking:***

**Motion made by Kyle Prince to continue to use ATB Financial for the Village of Barons financial institution and to have Two members of council and/or the Administrator as signing authority for the Village. Carried unanimously**

**Motion made by Clinton Bishop to have the Mayor, Deputy Mayor, and Administrator as signing authority for the Village of Barons. Carried unanimously**

***Council Appointments:***

- a) ORRSC  
Clinton Bishop and alternate Belinda Rempel
- b) MPC (Municipal Planning Committee)  
All Council and Citizen at Large
- c) Green Acres  
Kyle Prince
- d) CFLR (Community Futures Lethbridge Region)  
Belinda Rempel
- e) FCSS (Family and Community Support Services)  
Kyle Prince and alternate Clinton Bishop
- f) Assessment Review Board  
None
- g) Mayors and Reeves  
Clinton Bishop and alternate Belinda Rempel
- h) Chinook Arch  
Belinda Rempel and alternate Kyle Prince
- i) Emergency Advisory Committee  
Clinton Bishop and alternate Kyle Prince
- j) Carmangay Library Board  
Kyle Prince and alternate Belinda Rempel
- k) AG Society  
Belinda Rempel and alternate Kyle Prince
- i) Southgrow  
Kyle Prince and alternate Clinton Bishop

**Motion made by Kyle Prince to approve all Council appointments. Carried unanimously**

***Adjournment:*** Meeting adjourned at 1:11 p.m.

**MINUTES OF SPECIAL MEETING OF COUNCIL  
Of the Village of Barons  
June 2, 2026**

***Present:*** Clinton Bishop, Mayor  
Belinda Rempel, Deputy Mayor  
Jen Durell, Administrator

***Absent:*** Kyle Prince, Councillor

***Recording Secretary:*** Jen Durell, Recording Secretary

***Call to Order:*** 1:17 pm

***Guests:*** *none*

***Purpose of Meeting:*** **LGAA Annual Conference**  
Administration would like to attend this year's annual Local Government Administrators Association conference scheduled for June 16th – 19th, in Canmore, AB.

**Motion made by Deputy Mayor Rempel to have Administrator Durell attend the LGAA Conference in Canmore, June 16th – 19th inclusive. Carried unanimously**

**Seniors Week Declaration**  
Seniors' Week will be June 1st – 7th, 2026. Council was asked if they wish to do as in previous years and purchase a cake and have the Mayor present it to them.

**Motion made by Mayor Bishop to proclaim June 1st to 7th as Seniors' Week in the Village of Barons and to purchase 2 flavors of cupcakes in recognition thereof. Carried unanimously**

**FCM Attendance**  
Councillor Prince would like to attend the Federation of Canadian Municipalities conference held in Edmonton on June 4 – 7, 2026. Discussion was held.

**Motion made by Mayor Bishop to cancel any attendance at the Federation of Canadian Municipalities conference. Carried unanimously.**

***Adjournment:*** Adjournment was at 1:25 pm

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**Mayor – Clinton Bishop**

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**Administrator – Jen Durell**

## **BYLAW NO. 775**

### **A BYLAW OF THE VILLAGE OF BARONS IN THE PROVINCES OF ALBERTA TO ESTABLISH THE VILLAGE OF BARONS LIBRARY BOARD**

**WHEREAS** the Council of the Village of Barons deems it necessary to establish a Bylaw to deal with services provided by or on behalf of the Village.

**AND WHEREAS** the Barons Charter provides authority to Village Council to pass bylaws for municipal purposes;

**NOW THEREFORE** the Council of the Village of Barons deems it necessary to establish a Bylaw to form the Village of Barons Library Board and

**NOW THEREFORE**, the Council of the Village of Barons, pursuant to the authority granted in Section 15 of the Barons Charter, enacts as follows:

#### **SHORT TITLE**

This Bylaw shall be cited as the Library Bylaw.

#### **APPOINTMENT, AUTHORITY AND DUTIES**

1. Except where specific authority is reserved to Council, in the Bylaw the administration and enforcement of this Bylaw is hereby delegated to the Village Administrator.
2. Without restricting any other power, duty or function granted by this Bylaw, the Village Administrator may carry out anything required for the administration of this Bylaw including but not limited to the following:
  - a) delegate any powers, duties or functions under this Bylaw to an employee of the Village, including a Designated Officer;
  - b) carry out any inspections that are reasonably required to determine compliance with this Bylaw; and
  - c) establish any forms required for the administration of this Bylaw.

#### **THE VILLAGE OF BARONS LIBRARY BOARD**

1. The Village of Barons Library Board (“Library Board”) is hereby established as the Municipal Library Board for the Village of Barons, pursuant to section 3 of the Libraries Act of Alberta.
2. Barons Library shall hence forth be known as “The Barons Public Library”.

#### **COMPOSITION**

1. The Library Board shall consist of no less than five (5) and no more than ten (10) members appointed by Council.
2. A minimum of one (1) member of Council but no more than two (2) may be appointed to be members of the Library Board at any time.

3. No person shall be appointed as a member of the Library Board who is an employee of The Library.
4. Members will be appointed for a term of up to three (3) years, to a maximum of two (2) consecutive terms.
5. Notwithstanding subsection 5.4, a member may be reappointed as a member for more than two (2) consecutive terms if Council passes, with a two-thirds (2/3) majority, a resolution to reappoint that member.
6. Any vacancy arising from any cause may be filled by Council as soon as reasonably possible.
7. A person is disqualified from remaining a member of the Library Board if the person fails to attend, without being authorized by a resolution of the Library Board to do so, three (3) consecutive regular meeting of the Library Board.
  - a). If a member of the Library Board is disqualified from remaining a member under section 5.7, the person is deemed to have resigned the seat on the Library Board.
8. The Library Board shall elect a chair and any other officers it considers necessary from among its members.

### **BOARD DUTIES**

1. The Library Board, subject to an enactment that limits its authority, has full management and control of the Library and shall in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may cooperate with other boards and libraries in the provision of those services.

### **PROCEDURES AND MEETINGS**

1. The Library Board shall meet at a minimum once every four (4) months and at any other times it considers necessary.
2. All minutes, resolutions and bylaws of the Library Board shall be entered into books to be kept by it for the purpose, and the books shall be signed by the chair or acting chair.

### **BYLAWS**

1. The Library Board may pass bylaws for the safety and use of The Library, including:
  - a) The terms and conditions under which the public may be admitted to the building, The Library property may be used or borrowed by members of the public and borrowing privileges may be suspended or forfeited.
  - b) Fees to be paid by members of the public.
2. The Library Board, on passing a bylaw under any sections shall provide a copy of the bylaw to the Village Administrator, who will then present it to Council. Council may disallow any bylaw passed by the Library Board.

### **BUDGET**

1. The Library Board shall before May 1 in each year, prepare a budget and an estimate of the money required during the ensuing fiscal year to operate and manage the Library, and submit the budget to the Village Administrator, or delegate. The budget estimate of the money shall be submitted to Council and Council may approve the estimate in whole or in part.

2. The Library Board shall:
  - a) Keep accounts of its receipts, payments, credits and liabilities;
  - b) Retain an accredited auditor or Chartered Professional Accountant that meets the requirements of the Act to conduct an annual audit. The Auditor retained by the Board must be independent and follow generally accepted auditing practices; and.
  - c) Submit the audited financial statement to the Village Administrator, in a reasonable timeframe after its completion.

**NUMBER AND GENDER REFERENCES**

1. All references in this Bylaw will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

**SEVERABILITY**

1. Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalidated for any reason by a court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**COMMENCEMENT DATE**

This Bylaw comes into force upon the date of passing of the third and final reading thereof.

**Read a first time this 12th day of May, 2026**

**Read a second time this 12th day of May, 2026**

**Read a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2026**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

Village of Barons  
Request For Decision (RFD)

Meeting:	Regular Council
Meeting Date:	June 9, 2026
Originated By:	Jen Durell, Chief Administrative Officer
Title:	Food Rescue Agreement
Agenda Item Number:	5(b)

BACKGROUND/PROPOSAL:

This agreement comes to Council after a presentation was given to Council on December 9<sup>th</sup>, 2025 by a representative from Alberta Food Rescue. Councillor Prince abstained from the discussion due to a conflict of interest due to a family members participation in the organization and departed the meeting during the discussion and decision portion of the agenda item. The presentation that was given to Council outlined that Alberta Food Rescue wishes to use the “firehall/clubhouse” for the purposes of running their food rescue organization. At that time, Alberta Food Rescue indicated they were wanting to utilize the main floor of the “clubhouse” portion of the building for food distribution, with the exterior/frontage of the building to be utilized for short-term parking and the possibility of “drive-thru” style food distributions. The request to Council was for use of the 1,000 sqft of main floor, with considerations for no rent charged and minimal utility costs.

A motion was made during that meeting *“to instruct administration to start lease negotiations with AB Food Rescue for the purposes of renting space for their operations.”*

Administration met with the current tenant of the rear portion of the building on or about January 8<sup>th</sup>, 2026 to discuss the proposed lease agreement. This consultation was done as part of our obligations to the current tenant under the lease agreement for use of the

Initials show support –

Reviewed By: CAO: Jen Durell

leased premises and further development. The existing tenant expressed no concerns at that time.

A meeting was then held on January 20<sup>th</sup>, 2026 with the Founder and one of the Directors of Alberta Food Rescue, whereby discussion and preliminary negotiations were undertaken regarding the possibility of utilizing space within the “Fire Hall/Curling Rink”. During this conversation, the initial request was expanded to encompass both the main floor and part of the upper floor of the “clubhouse”, the possibility of incorporating a thrift store within the building, mental health counselling services on the upper floor, as well as the initially proposed food storage and distribution. Discussion was also held regarding holding large scale “drive-thru” style distributions for the larger region of Southern Alberta. There were suggestions made by Alberta Food Rescue that they be allowed to install a garage type motorized door on the front of the kitchen for easier loading and unloading of bulk goods, the idea of “fixed rate utilities only” to keep costs predictable for Alberta Food Rescue, as well insurance coverages including whether or not Alberta Food Rescue was required to hold Workers Compensation Insurance for their volunteers/staff. There was discussion had regarding their costs of operations, whereby it is understood that there is a charge for the large scale “drive-thru” events (\$20.00), but that no one would be turned away should they need food. After this discussion, Administration began working on a first draft of a “no-rent” lease, incorporating some of the suggestions made by Alberta Food Rescue, while also protecting the Village’s interests in the building, our existing lease, and not burdening taxpayers with costs.

Shortly after this work began, former Councillor Baird tendered his resignation on February 2<sup>nd</sup>, 2026. Upon the resignation of former Councillor Baird, the draft lease agreement and any approvals, negotiations or discussions were then halted.

Under Section 167 the Municipal Government Act, we require a majority vote of Council to proceed with any agenda items. As Councillor Prince had declared a conflict of

Initials show support –

Reviewed By: CAO: Jen Durell

interest on this topic, and given the resignation of former Councillor Baird, we no longer had quorum to continue this process.

The Director of Alberta Food Rescue was made aware of this turn of events on or about February 3<sup>rd</sup>, 2026 and confirmed that this was relayed to the Founder with the understanding that once a byelection was held and quorum was achieved, this agenda item could then proceed through its normal course and the first draft of the lease could be presented to Council for commentary, amendments, and/or approval.

As the byelection has now taken place as of May 25<sup>th</sup>, 2026 and we have quorum once again, this item comes back to Council for discussion.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

As this is a first draft of a “no-rent” lease agreement, there may be changes/amendments that Council wishes to see captured as part of the agreement. Given the expanding scope of the request after the initial request was made to Council, Council may wish to reconsider the request as a whole or just consider based on the initial presentation that was given in December.

As affordability becomes a larger topic of discussion, the proposal as presented provides a community benefit by supporting food security for our residents. There is a need within the community for greater food security, and this proposed agreement aligns with the goal of advancing community wellbeing.

There is concern about fixed rate utilities and the possibility that any utility costs above any fixed rate as a dollar value set within an agreement would then be downloaded upon the taxpayer to “make up the difference”. Administration does not recommend a fixed rate as a dollar amount be granted, but rather a percentage of the utility cost based upon square footage used. Ex. – If the main floor only is used (1,000 sq ft), then the rate of utilities levied shall be set at 10% of the total monthly natural gas costs and 5% of the total electric costs. If both the main floor and the upper floor is used, then the

Initials show support –

Reviewed By: CAO: Jen Durell

rate of utilities levied shall be set at 20% of the total monthly natural gas costs and 10% of the total electric costs.

Council will have to consider whether a traffic management plan would be required if large scale “drive-thru” style events are to be held, and the broader impact these may have on infrastructure and community wellbeing.

Council will also have to consider the impacts to our existing tenant in the building and the impact to operations that this may cause (if any). Council will then also have to consider renegotiating the utility portion of the lease agreement with the current tenant depending on usage and demand of Alberta Food Rescue as outlined in our current lease agreement.

COSTS/SOURCE OF FUNDING (if applicable):

Utility costs may become a budgetary issue depending on negotiated costs as directed. Council should also consider whether the community benefit generated by the food rescue program justifies any foregone rental revenue for that portion of the building and any associated municipal support.

RECOMMENDED ACTION:

- That Council direct Administration to amend the first draft of the lease agreement as presented with Alberta Food Rescue, outlining any changes or amendments they wish to see within the agreement.  
OR
- That Council approve the agreement as presented and instruct Administration on next steps.  
OR
- That Council request further information from Alberta Food Rescue given the expanding scope as discussed as part of negotiations.  
OR

Initials show support –

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- That Council deny the request from Alberta Food Rescue to utilize space within the “Fire Hall/Curling Rink”.

ENCLOSURES:

Alberta Food Rescue Lease Agreement – First Draft

Initials show support –

Reviewed By: CAO: Jen Durell

**Village of Barons**  
**THE MONTH May, 2026**  
**2026 Monthly Statement Ending: May 31, 2026**

	<u>Revenue</u>	<u>Expenses</u>
Taxes	\$11,516.61	
General Administrative	\$600.00	\$12,846.61
Council		\$1,828.06
Old Fire Hall Building	\$4,000.00	1191.32
Bylaw Enforcement/Policing	\$40.00	
Shop		\$2,402.93
Roads and Streets		\$3,206.30
Water/Sewer/Garbage	\$21,298.03	\$4,180.79
Green Acres Requisition		
Recreation Facilities/Parks		\$696.48
Casual Wages/STEP		\$4,694.50
Legal		\$1,185.00
Election		
Chinook Arch		
Requisition - School		
Bulk Water	\$280.00	
Auditor		
Xplornet	\$600.00	
Carwash	\$40.75	
Insurance		
ORRSC		
FortisAlberta Franchise	\$1,105.05	
Assessor		
MPC		
Regional Water Services Delivery Strat		
Grants		
ATCO Gas Franchise Fee	\$1,743.68	
FCSS Requisition		
Treated Water - Nobleford		\$10,150.84
Disaster Services		
<b>Total</b>	<b>\$41,224.12</b>	<b>\$42,382.83</b>
Bank Balance - as of May 31, 2026		\$109,129.11
Outstanding Cheques as of May 31, 2026		
GIC		\$340,461.49
2026 Taxes Owing		\$405,999.76
Outstanding Taxes - Prior to 2026		\$31,277.69
Total Outstanding Taxes		\$437,277.45

Village of Barons  
Request For Decision (RFD)

Meeting:	Regular Council
Meeting Date:	June 2, 2026
Originated By:	Jen Durell, Chief Administrative Officer
Title:	Privacy Management Plan
Agenda Item Number:	11(a)

BACKGROUND/PROPOSAL:

On June 11, 2025, Alberta's Freedom of Information and Protection of Privacy Act (FOIP) was replaced by the Protection of Privacy Act (POPA) and the Access to Information Act (ATIA). POPA requires public bodies, including municipalities, to establish and implement a Privacy Management Program consisting of documented policies and procedures that support compliance with privacy obligations.

The proposed Privacy Management Policy establishes the governance framework necessary to support compliance with POPA and ATIA, including requirements related to accountability, privacy impact assessments (if required), security safeguards, privacy breach management, employee awareness, and ongoing monitoring and review of the Village's privacy practices.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The implementation of a Privacy Management Plan will support the Village in meeting its legal obligations under POPA while enhancing public trust and accountability.

The policy provides direction and Council oversight while allowing Administration to develop and maintain operational procedures, training programs, breach response protocols, and any other supporting documentation required under the privacy management framework as laid out in POPA.

Initials show support –

Reviewed By: CAO: Jen Durell

Failure to establish a formal privacy management program could put the Village at increased risk of legal, financial, operational, and reputational damage, including:

- Non-compliance with legislative requirements;
- Increased vulnerability to privacy breaches;
- Regulatory investigations or enforcement actions;
- Loss of public confidence in municipal operations.

Approval of the policy will allow the Village to proactively address privacy risks and will provide accountability for the protection of personal information.

COSTS/SOURCE OF FUNDING (if applicable):

The Privacy Management Plan will be managed within our existing budget where possible. Any future costs associated with training, technology enhancements, or privacy assessments, will be brought to Council for consideration as required.

RECOMMENDED ACTION:

- That Council approve the Privacy Management Policy as presented and direct Administration to implement and maintain a Privacy Management Plan in accordance with applicable Alberta privacy legislation

ENCLOSURES:

None

**VILLAGE OF BARONS**

<b>Reference:</b> Council Meeting	<b>Adopted By:</b> Resolution	<b>Number:</b> 088
<b>Prepared By:</b> Jen Durell	<b>Date:</b> June 3, 2026	<b>Supersedes:</b>

**POLICY**

**Title:**           **Protection of Privacy**

**The Purpose of This Policy is to:**

- a. Set out the roles, responsibilities, and general principles that The Village of Barons (“TheVillage”) must follow to ensure compliance with the *Access to Information Act* (“*ATIA*”), SA 2024, Chapter A-1.4, the *Protection of Privacy Act* (“*POPA*”), SA 2024, Chapter P-28.5, and the *Protection of Privacy (Ministerial) Regulation* (“*Ministerial Regulation*”), AR 143/2025;
- b. Foster public trust and confidence in The Village through openness and transparency regarding the collection and management of personal information, data derived from personal information and non-personal data;
- c. Ensure The Village takes reasonable security safeguard measures to protect and manage personal information, data derived from personal information, and non-personal data in its custody or under its control against such risks of unauthorized access, collection, use, disclosure, or destruction;
- d. Ensure The Village is accountable for making reasonable efforts to provide access to personal information, data derived from personal information, non-personal data and records;
- e. Communicate expectations for employee conduct as one of The Village’s Code of Conduct policies; and
- f. Set out a Privacy Incident Response Protocol.

**APPLICABILITY**

This Policy applies to:

- a. All employees; and
- b. All records containing personal information or through which individuals can reasonably be identifiable through the mosaic effect, data derived from personal information and non-personal data, regardless of format or location, that are in the custody or under the control of The Village.

This Administration Policy does not apply to:

- a. Elected officials;

## **POLICY STATEMENT**

### **Personal Information**

#### **Collection of Personal Information and Notice**

- a. The Village only collects personal information as authorized by law, for the purposes of law enforcement or as is necessary for The Village's operating programs or activities.
- b. Personal information is collected directly from the individual the information is about, subject to exceptions under *POPA*.
- c. When information is collected directly from an individual, notice is given to inform them of the purpose of the collection, the legal authority for the collection, and the contact information of an individual who can answer questions about the collection, subject to exceptions under *POPA*.
- d. When information is collected directly from an individual, notice is given, at the time of collection, of The Village's intention, if any, at that time to input the information into an automated system to generate content or make decisions, recommendations or predictions.
- e. The Village is committed to providing a website that respects our visitors' privacy. Collection and management of personal information through the website is based on the legal authority and purpose expressed in the notice in accordance with *POPA*, and the Privacy Policy of the website.

#### **Use and Disclosure of Personal Information**

- a. The Village may only use personal information to the extent permitted under *POPA*, or other applicable legislation.
- b. The Village may only disclose personal information as permitted under *ATIA* and *POPA*, or other applicable legislation.

#### **Sale of Personal Information**

- a. The selling of personal information in any circumstance or for any purpose, including for marketing or advertising purposes is prohibited.

#### **Accuracy and Correction of Personal Information**

- a. The Village will make reasonable efforts to ensure that personal information used to make a decision directly affecting an individual is complete and accurate.
- b. Individuals shall have the right of access to records in the custody or under the control of The Village containing their personal information.
- c. Individuals may request a correction to their personal information if they believe there is an error or omission. A correction request will be handled in accordance with the Correction of Personal Information Standard.

## **Retention and Disposition of Personal Information**

- a. Where The Village uses an individual's personal information to make a decision that directly affects the individual, The Village will retain the personal information for at least one year after using it.
- b. The Village will retain and dispose of records containing personal information in accordance with The Village's *Retention and Disposition Bylaw* and *Corporate Records Management Administration Policy*.

## **Data Matching and Data Derived from Personal Information**

### **Collection or Creation of Data Derived from Personal Information**

- a. The Village may carry out data matching to create data derived from personal information only for research and analysis or planning, administering, delivering, managing, monitoring or evaluating a program or service, or as otherwise permitted under applicable law.
- b. When carrying out data matching to create data derived from personal information, The Village will only collect personal information from another public body or use personal information in its custody or under its control.

### **Use and Disclosure of Data Derived from Personal Information**

- a. Data derived from personal information may only be used for the purpose for which it was created and as long as is reasonably necessary to enable The Village to carry out that purpose.
- b. The Village will not disclose data derived from personal information, except to another public body from which personal information was collected for the purpose of carrying out data matching to create data derived from personal information and if that public body requires the data for the purpose for which it was created.

### **Retention and Disposition of Data Derived from Personal Information**

- a. As soon as reasonably possible, The Village will destroy data derived from personal information or transform it into non-personal information after The Village has finished using it for the purpose for which it was created.

## **Non-Personal Data**

### **Creation of Non-Personal Data**

- a. The Village may create non-personal data only for research and analysis or planning, administering, delivering, managing, monitoring or evaluating a program or service, or as otherwise permitted under applicable law.
- b. When creating non-personal data, obligations respecting the use of generally accepted best practices, quality assurance, and maintaining a creation record will be managed with the Privacy Officer.
- c. To create non-personal data, The Village will only use personal information or data derived from personal information already in The Village's custody or control.

## **Use and Disclosure of Non-Personal Data**

- a. The Village may use non-personal personal data it has created for any purpose.
- b. The Village may disclose non-personal data to another public body for any purpose.
- c. The Village may disclose non-personal data to a person other than a public body only for the purpose of research and analysis, or planning, administering, delivering, managing, monitoring, or evaluating a program or service.
- d. Any disclosure of non-personal data to a person other than a public body must be done in association with the Privacy Officer and only after the person has signed an agreement complying with the approved conditions.
- e. The Village is not restricted from disclosing reports, summaries or other publications containing non-personal data that is in aggregate or statistical form.

## **Protection of Personal Information, Data Derived from Personal Information and Non-Personal Data**

- a. The Village is committed to meeting its legal obligations to have reasonable security arrangements against such risks including unauthorized access, collection, use, disclosure, or destruction of personal information, data derived from personal information, and non-personal data.
- b. The Village protects personal information, data derived from personal information and non-personal data by implementing physical, technological, and/or administrative safeguards appropriate to the sensitivity of the information.
- c. When an applicant makes an access to information request for their personal information, The Village will require them to provide acceptable proof to verify the applicant's identity, to show that they are the individual whose personal information is being requested.
- d. All contracts entered into by The Village that may involve the collection, use, or disclosure of personal information in the performance of the contract, will include a requirement for reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or destruction.

## **Artificial Intelligence and Automated Systems**

The Village will only use personal information in artificial intelligence systems or automated systems in accordance with *POPA*.

## **Privacy Management Program**

Privacy Management Program ("PMP")

- a. The Village will establish and implement a PMP consisting of documented policies and procedures that promote The Village's compliance with its duties under *POPA*.
- b. The Village shall make the PMP publicly accessible.

- c. The PMP shall be reviewed, assessed and updated from time to time, but no less than every two years.

## **Privacy Compliance and Risk Assessment**

### **Privacy Compliance and Risk Assessment Engagement**

- a. The Village will participate in Privacy Compliance and Risk Assessment engagement when a new, or a substantial change to an existing, administrative practice, program, project or service involves the collection, use or disclosure of personal information.
- b. Should The Village practice, program, project or service meet *POPA* and *Ministerial Regulation* requirements for the preparation of a privacy impact assessment (“PIA”) it shall provide a level of detail commensurate with the complexity of the practice, program, project or service.
- c. A PIA must be submitted to the Office of the Information and Privacy Commissioner (“OIPC”) if one or more factors apply, as prescribed in *POPA* and the *Ministerial Regulation*.

### **Privacy Incidents**

#### **Privacy Incident Response**

- a. The Village will investigate all privacy-related incidents and may respond to any privacy-related complaint.
- b. An investigation is triggered by the submission of a *Privacy Incident Report Form*, through the direction of the OIPC, or the Privacy Officer.
- c. Investigation activities may include reviewing and assessing information provided, conducting interviews and gathering evidence to document the events related to a privacy incident.
- d. The Village’s “Privacy Incident Response Protocol” (Appendix 1) describes the roles and responsibilities for managing privacy incidents.

## **ROLES AND RESPONSIBILITIES**

### **Employees are responsible for:**

- a. Participating in mandatory privacy awareness training to understand appropriate collection, use, protection, management, disclosure, correction, and disposition of personal information, data derived from personal information and non-personal data;
- b. Only collecting, using, and disclosing personal information as authorized by *POPA*, or other applicable legislation;
- c. Implementing reasonable safeguards to protect personal information, data derived from personal information and non-personal data;
- d. Participating in privacy compliance and risk assessment engagement to help identify and address potential privacy risks with respect to a new, or a substantial change to an existing administrative practice, program, project or service that will involve the collection, use, or disclosure of personal information;

- e. Ensuring that the Privacy Officer is engaged in any projects involving data matching or non-personal data;
- f. Responding to access to information requests in a timely manner by searching for, documenting, and producing all responsive records;
- g. Reporting any privacy incidents to the Privacy Officer, and limiting the scope and impact of any privacy incident when possible;
- h. Reviewing privacy recommendations and implementing the recommended privacy risk mitigation strategies where possible; and
- i. Making factual corrections to personal information without a formal request under *POPA*, if this is practical and expedites public business, when directly requested by the individual whom the personal information relates to in accordance with the Correction of Personal Information Standard.

**Access and Privacy Program Administrators (“APPA”s) and Alternates are responsible for:**

- a. Attending APPA specific training, and in consultation with the Privacy Officer, providing corresponding advice and guidance to their business unit regarding compliance with *ATIA and POPA*;
- b. Seeking guidance from the Privacy Officer regarding new or complex situations involving personal information, data derived from personal information and non-personal data;
- c. Ensuring that information that can be routinely disclosed is identified;
- d. Participating in the Privacy Compliance and Risk Assessment engagement and facilitating the completion and maintenance of business unit inventory of privacy engagement outcomes;
- e. Being the first point of contact with the Privacy Officer for any projects involving data matching or non-personal data; and
- f. Conducting regular reviews to ensure compliance with *the Protection of Privacy Administration Policy*, including reporting noncompliance concerns to their director or Privacy Officer when issues arise.

**Head of the Local Public Body (“the Head”) is responsible for:**

- a. Protecting personal information by ensuring reasonable security arrangements are made against such risks as unauthorized access, collection, use, disclosure or destruction of personal information, data derived from personal information, and non-personal data as set out in *POPA*;
- b. Maintaining an up-to-date delegation instrument for the Head’s delegated powers and duties.

**Privacy Officer is responsible for:**

- a. Developing and implementing policies, guidelines, and procedures to manage The Village’s compliance with *POPA*;

- b. Assisting with establishing and endorsing standards and procedures to ensure compliance with the privacy protection measures in *POPA* regarding the collection, use, disclosure, accuracy, retention, and safeguards of personal information, data derived from personal information, and non-personal data;
- c. Ensuring the Village has policies and procedures for proactive monitoring of information systems that hold personal information, data derived from personal information, or non-personal data;
- d. Policies related to the use of personal information in artificial intelligence systems, the creation of data derived from personal information and the creation of non-personal data, if The Village is using personal information in artificial intelligence systems, the creation of non-personal data or data matching activities;
- e. Communicating with the OIPC, including coordinating any negotiations, mediations, inquiries, and investigations on behalf of The Village;
- f. Leading the Village's training on *POPA*, policies, procedures, and tools; and
- g. Leading the Village's privacy incident response and Privacy Incident Response Team, when required.

## CONSEQUENCES OF NON-COMPLIANCE

- a. Employees who fail to adhere to this policy may be subject to corrective action, including dismissal from employment, in accordance with the Labour Relations standard, or the specified terms outlined in their employment contract.

## 6. DEFINITIONS

In this Policy:

- a. **Access and Privacy Program Administrator or APPA and Alternate** means the CAO or representative(s) appointed to coordinate activities supporting compliance and advancement of the PMP;
- b. **Access to Information Request** means a request under *ATIA* for access to records for general or personal information in the custody or under the control of the Village;
- c. **Automated System** means any system, software, or process that uses computation as a whole or part of a system to determine outcomes, make or aid decisions, inform policy implementation, collect data or observations, or otherwise interact with individuals and/or communities.
- d. **Bargaining Unit** means a group of employees who have a common interest and are represented by a single labour union, with an agreement with The Village in collective bargaining and other dealings with management;
- e. **Conflict of Interest** means when a person or entity has a private or personal interest that could influence or compete with, or be perceived to influence or compete with, the objective exercise of the privacy incident investigation;

- f. **Control** means The Village has the authority over the creation, use, distribution, retention, or disposition of the records;
- g. **Custody** means records that are in The Village's possession and may include records supplied by a third party;
- h. **Data Derived from Personal Information** means data created by data matching, and that identifies any individual whose personal information was used in the data matching;
- i. **Data Matching** means linking personal information between two or more databases or other electronic sources of information;
- j. **Disposition** means the formal process of removing records from custody when the retention period is met, by deletion or destruction, transfer to archival holdings, or transfer to another organization;
- k. **Employee** means Village staff and any person who performs a service for the Village as an appointee, volunteer, or student, or under a contract or agency relationship with the Village as per *POPA*;
- l. **Mosaic Effect** means a concept that illustrates how elements of information may be non-identifiable on their own but when combined could become personally identifiable;
- m. **Non-Personal Data** means data, including data derived from personal information, that has been generated, modified, or anonymized so that it does not identify any individual, and includes synthetic data and any other type of non-personal data identified in the *Regulations*;
- n. **Personal Information** means recorded information about an identifiable individual, including:
- the individual's name, home or business address, home or business telephone number, home or business email address, or other contact information, except where the individual has provided the information on behalf of the individual's employer or principal in the individual's capacity as an employee or agent;
  - the individual's race, national or ethnic origin, colour or religious or political beliefs or associations;
  - the individual's age, gender identity, sex, sexual orientation, marital status or family status;
  - an identifying number, symbol or other particular assigned to the individual;
  - the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics;
  - information about the individual's health and health care history, including information about the individual's physical or mental health;
  - information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
  - anyone else's opinions about the individual; and,
  - the individual's personal views or opinions, except if they are about someone else.

- o. **Personal Information Bank or PIB** means a collection of personal information that is organized or retrievable by the name of an individual or by an identifying number, symbol or other particular assigned to an individual. A PIB allows individuals to know the type of personal information the Village may have about them, how it is used, and the Village's authority for the collection;
- p. **Privacy Incident** means an actual or suspected loss of, or unauthorized access to, use or disclosure of personal information or data derived from personal information;
- q. **Privacy Impact Assessment or PIA** means an analytical process to help identify and address potential privacy risks with respect to a new, or substantial change to an existing administrative practice, program, project or service that will involve the collection, use or disclosure of personal information or data derived from personal information;
- r. **Privacy Management Program or PMP** means a privacy management program established and implemented under POPA;
- s. **Privacy Officer** means the person designated or identified to ensure the Village's compliance with *POPA*;
- t. **Record** means any electronic record or other record in any form in which information is contained or stored, including information in any written, graphic, electronic, digital, photographic, audio, or other medium, but does not include any software or other mechanism used to store or produce the record;
- u. **RROSH** means real risk of significant harm; and
- v. **Synthetic Data** means artificial data created to maintain the structure and patterns of real data without being linked to any individual in the original data set.

#### **ASSOCIATED AUTHORITY**

This Policy is established in accordance with:

- a. The Municipal Government Act (Alberta) which describes the responsibility of the Chief Administrative Officer to implement the policies and programs of the municipality;
- b. Access to Information Act, SA 2024, Chapter A-1.4;
- c. Protection of Privacy Act, SA 2024, Chapter P-28.5; and

## APPENDIX 1 – PRIVACY INCIDENT RESPONSE PROTOCOL

### PURPOSE

This Privacy Incident Response Protocol (“Protocol”) outlines the steps that must be followed by all employees when a suspected or actual incident of privacy occurs. The Protocol allows the Village to identify, manage and respond to privacy incidents. The purpose of this Protocol is to:

- a) Identify roles and responsibilities in responding to a privacy incident; and
- b) Establish steps to be followed when responding to a privacy incident.

### WHAT IS A PRIVACY INCIDENT?

A privacy incident means a loss of, or unauthorized access to, use or disclosure of personal information. The Village’s definition of privacy incident is aligned with that of the Office of the Information and Privacy Commissioner (“OIPC”) of Alberta.

This would include any event that results in personal information, data derived from personal information in the custody or under the control of The Village being collected, accessed, used, copied, modified, disclosed, or disposed of in an unauthorized manner, either deliberately or inadvertently.

### KEY STEPS IN RESPONDING TO PRIVACY INCIDENTS

Initiate steps 1 through 3 as soon as a suspected or actual privacy incident has been identified. The Privacy Officer is accountable for all privacy incident activities.

#### 1. Report

- a. A suspected or actual privacy incident should immediately be reported by any employee to the Privacy Officer.
- b. The public can fill out a *Privacy Incident Report (External)* form available at the Village Office.

#### 2. Contain

Identify the scope of the privacy incident and contain it.

Will take and document immediate steps to contain the privacy incident and to secure the related records or information systems to prevent any further privacy incident from occurring. Containment should occur as soon as possible, and assistance may be sought from the Privacy Officer. Examples of containment activities include:

- Stopping the unauthorized practice;
- Recovering records;
- Shutting down the information system(s) that may have been breached;
- Revoking or changing computer access codes or correcting weaknesses in physical security; and
- Calling an unintended recipient to request written confirmation of the destruction of a document received in error.

Employees should be mindful not to destroy evidence that may be valuable in determining the cause and extent of the privacy incident, or that will allow the Village to take appropriate corrective action.

The affected area where the privacy incident occurred, should notify RCMP if the privacy incident involves theft or other criminal activity.

### **3. Investigate and Evaluation of Risk**

The Privacy Officer will assign resources to investigate with the involvement of other parties, as necessary, and complete the following:

- Identify and analyze the events that led to the privacy incident;
- Obtain all relevant evidence;
- Document the privacy incident and containment activities;
- Inventory all personal information that was subject to the incident and determine the number of affected individuals;
- Determine the level of risk and level of harm.

The Privacy Officer will lead an objective investigation and address any real or perceived conflicts of interest. The Privacy Officer will determine and involve appropriate individuals and/or third-party investigative services, as required.

The Privacy Officer must evaluate whether the incident meets the threshold of a real risk of significant harm (“RROSH”) to an individual.

As all incidents are unique, the Privacy Officer should exercise their judgment on each incident and consider the factors constituting RROSH under the *Ministerial Regulation*.

If any other relevant factors exist not included in the *Ministerial Regulation*, they should be considered during the evaluation.

If the privacy incident does not meet the threshold for RROSH, the privacy incident is tracked, responded to appropriately and recommendations are provided to prevent reoccurrence.

Privacy incident investigations that meet the threshold for RROSH will result in a *Privacy Incident Investigation Report*.

### **4. Notification**

The outcome of the investigation and RROSH assessment determines whether notification is required under *POPA*.

If it is determined that the privacy incident meets the threshold for RROSH, the Privacy Officer is required to give notice, without unreasonable delay, to the affected individual(s), the OIPC and the Minister responsible for *POPA*. Prompt notification can help affected individual(s) mitigate the damage by taking steps to protect themselves.

Written notification occurs as set out in *POPA*.

Notification to affected individual(s), the OIPC and the Minister responsible for the Act must be in writing and include the information as prescribed in the *Ministerial Regulation*.

### **Informing Village Council**

Where appropriate, Village Council (including CAO and Privacy Officer) will be provided information related to privacy incidents in order to support:

- The response activities;
- The implementation of recommendations; and

- Monitor and follow-up actions to prevent future privacy incidents.

Responsibilities related to informing and communicating privacy incidents to Village Privacy Officer and CAO and Village Council are set out below and in the Privacy Incident Response Procedure.

<b>Individual Informing</b>	<b>Individual/Group to be Informed</b>	<b>When to Inform – Privacy Incidents</b>
<b>Employee, Access to Information and Investigations</b>	Privacy Officer	All incidents
<b>Privacy Officer</b>	CAO, Privacy Officer	<p><u>Real risk of significant harm assessment</u> – This is initially based on information supplied in the <i>Privacy Incident Report Form</i>. Any change to the assessment through the investigation process will be communicated.</p> <ul style="list-style-type: none"> <li>• Incidents that <i>may</i> require notification to affected individuals; and</li> <li>• Incidents that <i>may</i> impact the financial, legal or reputational interests of the Village.</li> </ul> <p><i>*Will require assignment of point of contact to address questions from affected individual(s).</i></p>
	Village Council	<ul style="list-style-type: none"> <li>• Incidents requiring notification to affected individual(s);</li> <li>• Incidents requiring notification to OIPC and the Minister;</li> <li>• Incidents requiring notification to third-party service providers; and</li> <li>• Incidents impacting the financial, legal or reputational interests of The Village.</li> </ul>
<b>Village Departments</b>	Privacy Officer CAO	All incidents impacting their area of responsibility.

## 5. Prevent

Once the immediate steps have been taken to mitigate the risks associated with the privacy incident and notification has been completed (if required) the Privacy Officer will develop prevention strategies to mitigate against similar future privacy incidents.

Mitigation and prevention strategies should reflect the significance of the privacy incident and whether it was a systemic or isolated event. Strategies may include a review of:

- Physical safeguards (i.e. locks, alarms, security monitoring);
- Technical safeguards (i.e. restricting access, encryption on portable devices); and
- Administrative safeguards (i.e. policies, contractual clauses).

## 6. Follow-up

The Village tracks all privacy incidents across the organization and uses the information to identify trends in the types of privacy incidents occurring. This information can help identify underlying patterns with respect to personal information and data derived from personal information handling practices and may help prevent future privacy incidents.

The Privacy Officer will follow-up with the affected department(s) on the implementation of recommendations.

## 7. PRIVACY INCIDENT RESPONSE TEAM

Depending on the circumstances of the privacy incident, a Privacy Incident Response Team may be established by the Privacy Officer to respond to a privacy incident. Activities may include carrying out containment and assisting with notification to affected individual(s) to minimize any current, ongoing, or future privacy risks.

Membership of the Privacy Incident Response Team is determined by the Privacy Officer and varies depending on the context of the privacy incident. Where appropriate, the affected business unit(s) may identify subject matter experts as resources to support the Privacy Incident Response Team.

The Privacy Incident Response Team may include representation from the following:

<b>Team Member</b>	<b>Role</b>
<b>Privacy Officer</b>	Leads all activities and decisions by the Privacy Incident Response Team, including escalation. Manages the privacy incident response activities to contain, investigate, evaluate, document and make recommendations to mitigate future privacy incidents.
<b>Law</b>	Provides an assessment of the Village's legal position and legal advice pertaining to the privacy incident. This may include a review of legal, regulatory and contractual obligations. Reviews external communications to ensure that liability risk is managed.
<b>Information Technology</b>	Provides information system(s) and technology analysis related to privacy incident. Leads the containment activities as it relates to information systems and technologies.
<b>CAO</b>	Provides infrastructure and information asset security analysis related to the privacy incident. Leads security operations, monitoring, and response activities including cybersecurity incidents.
<b>CAO</b>	Provides personnel management and labour relations guidance related to the privacy incident. Leads the personnel management and labour relations activities including liaising with bargaining unit representatives, where required.

<b>CAO</b>	Provides support in the development of a communications plan, with tactics, timelines, and key messages for the purpose of preserving the Village's reputation, and trust with employees and the public.
<b>Affected Department Unit(s)</b>	Provides accurate incident details related to the privacy incident. Ensures that the department perspective is considered.

The *Privacy Incident Response Procedure* will include step-by-step instructions to help the Privacy Incident Response Team carry out its responsibilities.

## 8. ROLES AND RESPONSIBILITIES

<b>Individuals</b>	<b>Roles</b>	<b>Responsibilities</b>
<b>All Employees</b>	Employees need to be alert to the potential for personal information to be compromised, play a role in identifying, notifying, and containing a privacy incident.	<ul style="list-style-type: none"> <li>• Report privacy incidents to their supervisor and/or Privacy Officer;</li> <li>• Notify RCMP if the privacy incident involves theft or other criminal activity;</li> <li>• Immediately undertake containment efforts; and</li> <li>• Assist with privacy incident investigations as required, including making factual corrections to privacy incident information.</li> </ul>

<p><b>Privacy Officer and/or CAO to Access Information and Investigations</b></p>	<p>The Privacy Officer is accountable for the Village’s response to a privacy incident by ensuring that all key steps of the <i>Privacy Incident Response Protocol</i> are implemented.</p> <p>The Privacy Officer must address escalation decisions in a timely manner and determine the need to assemble a Privacy Incident Response Team.</p> <p>Response to a privacy incident may include working collaboratively with affected department(s) to contain, investigate, evaluate, document and make recommendations to mitigate future privacy risks.</p>	<ul style="list-style-type: none"> <li>• Intake and validate <i>Privacy Incident Report Form</i> information;</li> <li>• Investigate all suspected and actual privacy incidents;</li> <li>• Direct privacy incident response activities across affected departments(s);</li> <li>• Support containment of privacy incidents;</li> <li>• Conduct interviews;</li> <li>• Coordinate the collection of evidence and gathering of facts related to the privacy incident, and amend such information for accuracy, when required;</li> <li>• Investigate and evaluate the privacy incident and conduct a real risk of significant harm assessment;</li> <li>• Assemble and lead the Privacy Incident Response Team, when warranted;</li> <li>• Act as decision maker to involve third-party investigative services, as required;</li> <li>• Make escalation decisions related to privacy incidents;</li> </ul>
		<ul style="list-style-type: none"> <li>• Issue a <i>Privacy Incident Investigation Report</i>;</li> <li>• Notify affected individual(s), the OIPC and the Minister, as required;</li> <li>• Work with the OIPC, as required;</li> </ul>

		<ul style="list-style-type: none"> <li>• Issue recommendations to mitigate privacy incidents and follow-up on implementation of recommendations with affected business unit(s);</li> <li>• Close privacy incident response and debrief the Privacy Incident Response Team;</li> <li>• Collect, monitor, and assess all privacy incidents and identify trends and opportunities to prevent future privacy incidents;</li> </ul>
<b>CAO</b>	<p>Department(s) work collaboratively with the Privacy Officer to execute the key steps to responding to a privacy incident.</p> <p>Affected departments(s) have a role in mitigating recurring risks by implementing recommendations.</p>	<ul style="list-style-type: none"> <li>• Develop and implement a communication plan, as required;</li> <li>• Implement recommendations to mitigate privacy incident;</li> </ul>
<b>Village Council</b>	Foster public trust and confidence in The Village.	<ul style="list-style-type: none"> <li>• Maintain overall accountability for The Village’s PMP; and</li> <li>• Inform the affected department (s) if escalation is required to assign a point of contact for inclusion on the <i>Letter of Notification</i> to address</li> </ul>
<b>Privacy Incident Response Team</b>	Supports timely response to more complex privacy incidents.	<ul style="list-style-type: none"> <li>• Assess, scope, and contain privacy incident;</li> <li>• Mitigate privacy risks;</li> <li>• Resource for affected department(s); and</li> </ul>

Village of Barons  
Request For Decision (RFD)

Meeting:	Regular Council
Meeting Date:	June 2, 2026
Originated By:	Jen Durell, Chief Administrative Officer
Title:	Joint Use Planning Agreement
Agenda Item Number:	11(b)

**BACKGROUND/PROPOSAL:**

Section 670.1 of the Municipal Government Act requires a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement.

While it is the responsibility of a municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs. It is the responsibility of the school board to develop and deliver educational programs and to provide the necessary facilities and sites for these programs.

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

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

The Municipal Government Act and the Education Act also require that a joint use and planning agreement address matters relating to the acquisition, servicing,  
Initials show support – Reviewed By: CAO: Jen Durell

development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

The purpose of the agreement is to establish a cooperative framework for communication, information sharing, and coordination regarding matters of mutual interest related to land use planning and development.

The proposed agreement has been developed collaboratively between Administration and representatives of Palliser School Division. This agreement is intended to strengthen cooperation between the municipality and the school division while ensuring compliance with provincial legislation.

#### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The Joint Use Planning Agreement provides for:

- Maximizes use of existing public facilities.
- A reduction in any duplication of recreation and educational infrastructure.
- Clarifying responsibilities for school sites and reserve lands.
- Creating formal dispute resolution processes.
- Providing community access to school and municipal facilities.

The agreement does not create financial obligations beyond those approved through future Council decisions and does not limit Council's authority regarding planning and development matters.

#### COSTS/SOURCE OF FUNDING (if applicable):

There are no direct financial implications associated with approval of the agreement. Any future initiatives involving joint infrastructure, land acquisition, or facility development would be subject to separate review and approval by Council.

#### RECOMMENDED ACTION:

- That Council approve the Joint Use Planning Agreement between the Village of Barons and Palliser School Division as presented.

Initials show support –

Reviewed By: CAO: Jen Durell

ENCLOSURES:

- Joint Use Planning Agreement with Palliser School Division.

## JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this 14th of April 2026 BETWEEN:

VILLAGE OF BARONS

AND

PALLISER SCHOOL DIVISION

### **WHEREAS:**

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

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

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

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

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

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

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

## **1. DEFINITIONS**

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

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Board" means the Palliser School Division and any successor board or authority.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "Council" means the municipal council of the Village of Barons.
- i) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- j) "Effective Date" means April 14, 2026.
- k) "Facility Plans" means the capital plan and facility plan prepared by the Board for approval by the Alberta Government.
- l) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Board the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Board.

- m) "Governing Committee" means the committee which includes elected officials as established under this Agreement.
- n) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- o) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A" and "B", as being available for booking by the Parties or User Groups or for Community Use.
- p) "Municipality" means the municipal corporation of Village of Barons, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- q) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- r) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- s) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- t) "Operating Committee" means the committee which is composed of the CAO and Superintendents as established under this Agreement.
- u) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- v) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- w) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedule "B".
- x) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped

yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.

- y) "Superintendent" means the chief executive officer of the Board.
- z) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

## **2) SCHEDULES**

The following is the list of Schedules to this Agreement:

Schedule "A" - Municipal Facilities available for Joint

Use Schedule "B" - School Board Facilities available for

Joint Schedule "C" - Joint Use Times

Schedule "D" - Operating Guidelines

Schedule "E" - School Site Planning Guidelines

Schedule "F" - Dispute Resolution Process

## **3) TERM, REVIEW AND AMENDMENT OF AGREEMENT**

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every four (4) years with the first such review scheduled in 2030. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

## **4) WITHDRAWAL AND TERMINATION**

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.
- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

## 5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

***Respect for Autonomy***- Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Board and Municipal Council believe to be in the best interests of the people they serve.

***Cooperation and Partnership***- The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

***Efficiency and Effectiveness*** - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

***Fairness and Equity***- The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

***Transparency and Openness*** - The Parties shall make available to each other such information as is necessary to make this agreement successful.

## **6) CONSULTATION WITH OTHER MUNICIPALITIES**

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Board operate, the Parties agree to consult and involve other municipalities that are served by the same Board on an issue by issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.
- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

## **7) MEETING OF COUNCIL AND BOARD**

- a) Council of the Municipality and the members of the Board shall meet at least every two (2) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor (or designate) or the Chairperson of the Board (or designate), on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.

- d) Minutes shall be kept for all meetings of Council and the Board. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

## **8) COLLABORATIVE PROCESS AND ADMINISTRATION**

- a) The CAO (or designate) of the Municipality and the Superintendent (or designate) of the Board shall act as the primary contacts to oversee the operation of this Agreement.
- b) The CAO and Superintendent (or their designates) shall meet on an as-needed basis, but no less than once annually, to discuss matters relating to:
  - i. the planning, development, servicing, and use of school sites;
  - ii. the shared use of municipal and school facilities;
  - iii. the resolution of any day-to-day operational concerns; and
  - iv. any necessary reviews or updates to this Agreement.
- c) In accordance with Section 7, the Council of the Municipality and the Board shall meet on an as-needed basis, or at least every two (2) years, to discuss issues of mutual interest, address non-operational disputes, and review any proposed amendments to this Agreement.

## **9) JOINT USE SPACE**

- a) The Municipality shall make available, to the Board, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- b) The Board shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" and "C" respectively. The Board shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "D" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.

- d) The CAO may, upon six (6) months written notice to the Board, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of the Board may, upon six (6) months written notice to the Municipality, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
  - i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and
  - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or the Board may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

#### **10) OPERATING GUIDELINES FOR JOINT USE SPACE**

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "D".

#### **11) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES**

- a) The Board shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early

as possible.

- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Board.
- e) The Municipality shall use Area Structure Plans or Concept Plans for designated or planned growth areas involving residential land uses to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "E". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use of other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.
- h) The Board acknowledges that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- i) The Municipality may collect money-in-lieu of land dedication at time of subdivision in

accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.

- j) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

## **12) SERVICING AND DEVELOPMENT OF SCHOOL SITES**

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Municipality shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

## **13) FACILITY AND SITE SPECIFIC AGREEMENTS**

- a) When the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility.
- b) The agreement shall address:
  - i) The broad purpose and parameters of the partnership that is being created;
  - ii) The nature of the site and/or facilities that are involved;
  - iii) The financial or in kind contributions to be made by each of the Parties;
  - iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;

- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

#### **14) TRANSFER OF SCHOOL SITE**

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
  - i) The Board has an identified need for the School site:
  - ii) The Board has approval of the funding for the design of the School on the site;
  - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
  - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Municipality. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

#### **15) DISPOSAL OF UNNEEDED SCHOOL SITES**

- a) If the Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Board shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- b) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve

Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies

- c) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document.
- d) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
  - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
  - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

#### **17) DISPUTE RESOLUTION**

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

#### **18) APPLICABLE LAWS**

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

#### **19) INTERPRETATION**

- a) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.

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

## **20) TIME OF THE ESSENCE**

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Board is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Municipality and the Board.

## **21) NON-WAIVER**

The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

## **22) NON-STATUTORY WAIVER**

The Municipality in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Municipality, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

The Board, in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the *Education Act* and any other Act in force in the Province

of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

### **23) SEVERABILITY**

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

### **24) FORCE MAJEURE**

- a) Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
  - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
  - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
  - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
  - iv) a strike, lockout, slowdown, or other combined action of works;
  - v) an act of god.
- b) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

### **25) INSURANCE**

In addition to any other form of insurance, as the Parties may reasonably require against risks, which

a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

## **26) INDEMNIFICATION**

Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act of omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents.

## **27) NON-ASSIGNMENT OR TRANSFER**

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

## **28) SUCCESSORS**

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

**29) NOTICES**

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Associate Superintendent Business Services, using the mailing address for their respective offices as shown below:

Village of Barons  
210 Main Street,  
P.O. Box 129  
Barons, AB T0L 0G0

Palliser School Division  
#101-3305, 18 Avenue North  
Lethbridge, AB T1H 5S1

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

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

**Village of Barons**

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Mayor

**Palliser School Division**

\_\_\_\_\_  
Superintendent, Tom Hamer

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Chair, Tony Montana

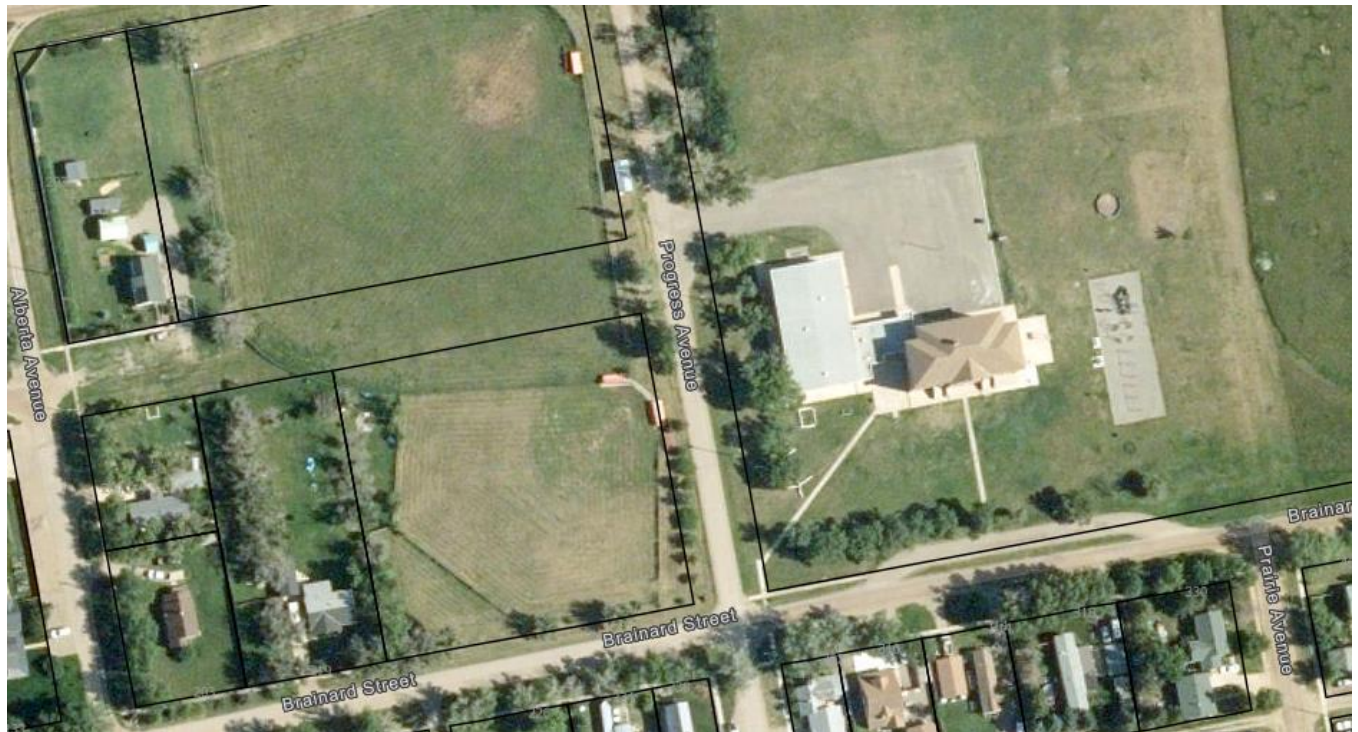
**Schedule "A" - Municipal Facilities Available for Joint Use**

<b>Name of Facility</b>	<b>Legal Description of Parcel(s) Containing Facility</b>	<b>Description of Facility and Amenities</b>
Baseball Diamonds	Large - Plan 4373CB Block R1  Small - Plan 4373CB Block 14 Lot 5	2 Baseball Diamonds with 2 dugouts each 1 Large Diamond 1 Small Diamond
Tennis Court/Basketball Court	Plan 7510AG Block 12 Lot 1	Fenced Tennis Court/Basketball Court with outdoor lighting
Playground	Plan 7510AG Block 12 Lot 1	Fenced with various climbing structures, slides and swings

**Schedule "B"- School Board Facilities Available for Joint Use**

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Barons School	413 Brainard Street in the Village of Barons	The school is roughly 2062 sqm, 1 gym 430 sqm, 1 stage 62 sqm, 7 classrooms and 1 library 65 sqm on 11.4 acres
Barons School	413 Brainard Street in the Village of Barons	Baseball Diamonds and Soccer Field

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.



**Schedule "C" - Joint Use Times**

<b>Facility Type</b>	<b>Available Times</b>
Barons School	Monday through Thursday between 16:00 and 21:00, Fridays between 14:30 and 21:00 and Saturdays between 08:00 and 17:00
Municipal facilities for School Use	Monday through Friday between 08:00 and 17:00
Playing Fields on Board Property for Non-School Use	Monday through Thursday between 16:00 and 21:00, Fridays between 14:30 and 21:00 and Saturdays between 08:00 and 17:00

While school buildings are typically unavailable on weekends, statutory holidays, district closures, or during scheduled breaks (including July and August), community access for weekends may be considered by special request. Such approvals are subject to the availability of onsite personnel to support the facility as required. Board use of municipal facilities is strictly limited to weekdays from September through June.

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

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

## **Schedule "D" - Operating Guidelines for Joint Use Space**

### **Community and Shared Use**

The use of Joint Use Space within a School by the Municipality or community User Groups is at the sole discretion of the School Principal, subject to the policies of the Board.

The use of Joint Use Space within a Municipal Facility by the Board or Schools is at the sole discretion of the CAO or facility manager, subject to the policies of the Municipality.

### **Insurance and Liability**

Any User Group accessing a Joint Use Space must provide proof of General Liability Insurance (minimum \$5 Million) naming the owner of the facility as an additional insured. Should the user group not hold an independent insurance policy, the group can access existing insurance coverage through the Board for a fee.

### **Booking Joint Use Space**

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

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

### **Cancellation of Bookings**

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. Except in cases of emergency, safety concerns, or operational necessity, a minimum of fourteen (14) days' notice shall be provided to allow for relocation and rescheduling of the booking where feasible. The Facility Scheduling Coordinator shall notify the scheduled User Group.

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

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. Except in cases of emergency or operational necessity, a minimum of fourteen (14) days' notice shall be provided where feasible.

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

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

### **Fees for Joint Use Space**

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

- The use of specialized equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services and supplies related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space
- Any additional costs that may be incurred due to the facility usage by user groups
- Any insurance cost that may be incurred should the user group not carry own coverage and request to access the insurance of the facility owner

### **Equipment**

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

### **Custodial Responsibility and Building/Facility Maintenance Responsibility**

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

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

### **Damages to Joint Use Space**

For Joint Use Space in a School, the Municipality shall be responsible for the recovery of costs to repair

damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the Board that owns the facility that was damaged.

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

### **Playing Fields and Playgrounds**

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

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

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

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

"Refurbishment" means to aerate, top dress and over seed taking the playfield off line for a 12 month period.

"Re-development" means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the top soil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the Board. The Parties agree to ensure that field markings are in place at the commencement of the spring/summer season.

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

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

Upgrades to playing fields located on Municipal lands that are desired or required by the Board shall be the responsibility of the Board. All costs of such upgrades shall be paid by the Board requiring the

upgrade.

- If a playing field has been upgraded by the Board, the responsibility for maintaining that playing field shall pass to the Board and all costs of maintaining the upgraded playing field shall be paid by the Board.

Upgrades to playing fields located on Board lands that are desired or required by the Municipality shall be the responsibility of the Municipality. All costs of such upgrades shall be paid by the Municipality requiring the upgrade.

- If a playing field has been upgraded by the Municipality, the responsibility for maintaining that playing field shall pass to the Municipality and all costs of maintaining the upgraded playing field shall be paid by the Municipality.

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

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

**Schedule "E" - School Site Guidelines**

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

**Size of Site**

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

For the Public Board the following guidelines apply:

<b>School Type</b>	<b>Grade Configuration</b>	<b>Design Capacity (Number of Students)</b>	<b>land for School Portion</b>	<b>land for Playing Fields</b>	<b>Total land Needed</b>
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres
High School	10-12	400 to 1000	7 to 8 acres	13 to 14 acres	20 to 22 acres
K to 12 School	K-12	600 to 800	6 to 7 acres	7 to 8 acres	13 to 15 acres

The acreage guidelines outlined in the tables above are approximate acreages. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared facilities adjacent to the school site.

Each school site shall be of adequate size to meet the initial and future expansion needs of the school.

Where possible, school sites shall be located across quarter section lines to make use of reserve dedication from two quarter sections to create a larger, shared site for two schools. For example, two elementary schools may share a set of playing fields requiring a total site area of 15 to 18 acres rather than 20 to 24 acres for two separate sites.

Where possible sites for high schools shall be created using reserve dedication; however, acquisition of additional land will likely be needed to create the size of site required. In these circumstances, a separate agreement shall be negotiated between the Parties involved in the acquisition of the site.

### **Site Shape and Configuration**

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 160m width and 240m length). The core area must account for 80 to 90 percent of the total site area.

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

### **Frontage along a Public Street**

Where possible, each school site shall have frontage along two public streets that intersect at a corner of the site.

Where frontage along only one public street is available, it shall be a continuous frontage along the entire length of one side of the site.

### **Accessible to Several Modes of Travel**

Each school site shall be located on a road capable of accommodating school bus traffic and private automobile traffic related to the school.

Each school site shall have onsite pedestrian connections and connections to any pedestrian network linking the site to the surrounding community.

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

### **Site Topography and Soil Conditions**

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

### **Flexibility for Design**

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

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

**Access to Services**

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

## **Schedule "F" - Dispute Resolution Process**

### **1. Notice of Dispute**

- 1.1. 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.
- 1.2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

### **2. Negotiation**

- 2.1. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 2.2. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
- 2.3. 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.

### **3. Mediation**

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

within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

#### **4. Arbitration**

4.1. In the event that Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.

4.2. 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 4.1. 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.

- 4.3. 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*.
- 4.4. 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.

Village of Barons  
Request For Decision (RFD)

Meeting:	Regular Council
Meeting Date:	June 9, 2026
Originated By:	Jen Durell, Chief Administrative Officer
Title:	July/August Council Meetings
Agenda Item Number:	11(d)

BACKGROUND/PROPOSAL:

In years prior, Council has been asked to consider the necessity of holding regular scheduled meetings in July and August. This would also include not publishing a newsletter in the same summer months.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The majority of Council's boards and committees do not hold meetings in the summer months, due in part to a lack of business needing to be conducted, as well as the difficulties surrounding assembling members for regular meetings.

Historically Council has agreed to not hold regular meetings in July and August, however, should an emergent issue arise, a Special Meeting of Council can be called to discuss the business arising.

COSTS/SOURCE OF FUNDING (if applicable):

None

RECOMMENDED ACTION:

- That Council agree to not hold regular meetings in July and August, as well as not publish a newsletter in the same months.

Initials show support –

Reviewed By: CAO: Jen Durell

ENCLOSURES:

None

Village of Barons  
Request For Decision (RFD)

Meeting:	Regular Council
Meeting Date:	June 9, 2026
Originated By:	Jen Durell, Chief Administrative Officer
Title:	Administrators Vacation Request
Agenda Item Number:	11(e)

BACKGROUND/PROPOSAL:

Administration is requesting July 13 – 16, 2026, as well as August 17 – 20, 2026 inclusive for Vacation Time.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Administration is entitled to 6 weeks vacation per calendar year.

COSTS/SOURCE OF FUNDING (if applicable):

None

RECOMMENDED ACTION:

- That Council make a motion to approve the Vacation Request from Administration.

ENCLOSURES:

None

Initials show support –

Reviewed By: CAO: Jen Durell