

AGENDA

Town of Peace River Community Services Board
Regular Meeting
Wednesday, June 24, 2026
7:00 p.m.
Athabasca Hall

I CALL TO ORDER

II ADOPTION OF AGENDA

- 1 Additions:
- 2 Deletions:

III ADOPTION OF MINUTES

- 1 Minutes of the May 27, 2026 meeting of the Peace River Community Services Board

IV PRESENTATIONS

- 1 None

V UNFINISHED BUSINESS

- 1 Early Ice Request
Verbal report

VI NEW BUSINESS

- 1 Board Member Approval Procedure Development
Verbal report
- 2 Joint Use and Planning Agreement (JUPA)
- 3 Next Meeting Agenda Items - tentatively Aug. 26, 2026

VII REPORTS

- 1 Director of Community Services Board Report
- 2 Manager of Recreation and Parks Board Report
- 3 FCSS Programmer Board Report
- 4 Recreation Programmer Board Report
- 5 Heritage Coordinator Board Report
- 6 Peace Regional Pool Board Report
- 7 Family Resource Network Report

VIII **INFORMATION**

1 None

IX **COMMENTS FROM THE PUBLIC**

X **ADJOURNMENT**

MINUTES

Peace River Community Services Board
Regular Meeting
Wednesday, May 27, 2026
7:00 PM p.m.
Peace River Museum

PRESENT: Olayemi (Yemi) Babalola - Councillor
Daniel Boisvert - Conseil Scolaire du Nord-Ouest
No. 1
Marie Dyck - Peace River School Division
John Kuran - Holy Family Catholic Regional
Division
Inga Lanctot - Representative of Indigenous
Heritage
Crystal Owens - Public at Large
Annievex Rey - Public at Large
Greg Sahaydak - Senior Citizens Representative

REGRETS: Cora Ostermeier - Public at Large

STAFF PRESENT: Tanya Bell - Director of Community Services
Anick Dechene - Recreation Services Coordinator
Allisa Dullemond - Collections Technician
Brian Wollis - Manager of Recreation and Parks

**RECORDING
SECRETARY:** Robbie Schofield - Community Services
Administrative Assistant

I CALL TO ORDER

1 C. Owens called the meeting to order at 7:00 p.m.

II ADOPTION OF AGENDA

1 Additions: None

2 Deletions: None

**CS-2026-05-29 A. Rey moved to adopt the agenda.
CARRIED**

III ADOPTION OF MINUTES

- 1 Minutes of the May 6, 2026 meeting of the Peace River Community Services Board

**CS-2026-05-30 J. Kuran moved to adopt the Minutes of the May 6, 2026 meeting.
CARRIED**

IV PRESENTATIONS

- 1 None

V UNFINISHED BUSINESS

- 1 None

VI NEW BUSINESS

- 1 Recreation Facilities User Code of Conduct

T. Bell presented the proposed policy, the Board provided their feedback.

Councillor Babalola arrived at 7:02 p.m.

- 2 Arena Operation and Ice Allocation Directive

T. Bell presented the updates to the Directive.

**CS-2026-05-31 A. Rey moved that the Community Services Board recommends the CAO approve the updated Arena Operation and Ice Allocation Directive.
CARRIED**

- 3 Early Ice Installation Request

T. Bell presented a request for ice to be installed earlier in the summer and the Board provided their input.

- 4 Next Meeting Agenda Items

Items proposed for the June meeting:

- Facilities User Code of Conduct
- Pool Patron Expulsion Directive

VII REPORTS

- 1 Director of Community Services Board Report

T. Bell presented her report.

2 Manager of Recreation and Parks Board Report

A. Dechene presented the report.

D. Boisvert left the meeting at 9:02 p.m. and returned at 9:10 p.m.

3 Senior Services Coordinator Board Report

The report was circulated for the Board's information.

4 FCSS Programmer Board Report

The report was circulated for the Board's information.

5 Recreation Programmer Board Report

The report was circulated for the Board's information.

6 Heritage Coordinator Board Report

A. Dullemond presented the report.

7 Peace Regional Pool Board Report

The report was circulated for the Board's information.

8 Family Resource Network Report

The report was circulated for the Board's information.

VIII **INFORMATION**

1 None

IX **COMMENTS FROM THE PUBLIC**

X **ADJOURNMENT**

1 Next meeting June 26, 2026 at Athabasca Hall.

**CS-2026-05-32 Councillor Babalola moved to adjourn at 9:20 p.m.
CARRIED**

Crystal Owens, Chair

**Tanya Bell, Director of
Community Services**

DRAFT



TOWN OF PEACE RIVER Briefing Note

TOWN OF
PEACE RIVER
ALBERTA

To:	Mayor and Council	Meeting Date:	June 22, 2026
Presenter:	Tanya Bell, Director of Community Services	Prepared By:	T. Bell
Topic:	Joint Use and Planning Agreement-update	File No.:	72/300
Attachments:	Proposed JUPA & Updated agreement		

Information

Update Council on the Joint Use Planning Agreement.

Background

The Alberta Government has mandated that all municipalities enter into a Joint Use and Planning Agreement with all school divisions that operate within their municipal boundaries.

Joint use and planning agreements (JUPAs) are a formal partnership between a municipality and a school board to enable the integrated and long-term planning and use of school sites on municipal reserve (MR), school reserve (SR) and municipal and school reserve (MSR) land.

The Town of Peace River has a Joint Use Agreement dated 2003 and an amending agreement dated 2005 which added school sports fields to the original agreement. However, these agreements did not include any components related to the planning aspects required by the new legislation.

The agreement includes the Holy Family Catholic Regional Division, Peace River School Division, and the Conseil scolaire du Nord-Ouest. The parties to the agreement have been working on updating the current agreement over the last two years.

Summary of the New Joint Use Agreement

The new agreement establishes a joint use framework for Town and school facilities. It provides clear operational guidelines for both parties, detailing how community organizations can access school facilities and identifying which facilities are available for shared use.

Key components of the agreement include:

- Community Access: Defined procedures for how and when community organizations can utilize school facilities.
- Shared Facilities: A list of facilities available to all parties under the agreement.
- Future Recreation Assets: A structured process for evaluating and considering new recreational infrastructure.

Additionally, the agreement clarifies the roles and responsibilities of each party in the planning and development of new school sites, including:

- Site Servicing: Who is responsible for servicing new school properties.
- Property Transfers: The process for transferring land between parties.
- Disposal of Sites: Steps for handling surplus or unneeded school sites.

The agreement also includes a dispute resolution process to address and resolve any disagreements that may arise between the parties.

The agreement was presented to Council on May 26, 2025, where Council made a motion to authorize the Town to enter into the Joint Use and Planning Agreement.

MOTION-25-05-173 Deputy Mayor Boychuk moved that Council authorize the Town to enter into the Joint Use and Planning Agreement with the school division partners. CARRIED

In the fall of 2025, during the process of ratification with all parties, one board presented a concern with the two proposed clauses. The concerns initiated an additional review of the agreement by the Joint Use Committee. A meeting was held in January 2026 to conduct a further review of the document and ensure any proposed changes were acceptable to all parties.

The resulting updated agreement has been included for your review. The major changes are highlighted by track changes within the document. A summary of the significant changes is outlined below.

The agreement was updated to clarify the role of the Steering Committee and add a Technical Committee.

Part 3- Steering Committee and Technical Committee

Steering Committee:

- responsible for Planning sections of agreement, any matters of policy or governance related to Joint Use and any amendments to this agreement for consideration by the Boards and Council.
- membership will be two members of each party's Administration and one Councillor or Board Member from each party. The previous requirement for a Community Services Board Member will be removed.

Technical Committee:

- responsible for Operations under Joint Use sections of agreement,
- membership will consist of the superintendents and secretary treasurers from each school division or delegates, and two members from Town administration. Representatives from Town and school divisions responsible for facility booking may also attend as required.

Clarified voting and quorum requirements.

Town Council has provided a motion to enter into the Joint Use and Planning Agreement in 2025. Administration is presenting the updates to the agreement; to allow Council an opportunity to provide further input or should Council have any concerns on the proposed changes, they could choose to provide an alternate motion.

Strategic Plan Alignment

Goal: Deliver needed Town programs and services efficiently

Approved by: Kayla Parsons, CPA, CGA, CLGM
Interim Chief Administrative Officer

Date Submitted:

THIS JOINT USE AND PLANNING AGREEMENT IS MADE BETWEEN:

TOWN OF PEACE RIVER

and

THE PEACE RIVER SCHOOL DIVISION

and

THE HOLY FAMILY CATHOLIC SEPARATE SCHOOL DIVISION

and

LE CONSEIL SCOLAIRE DU NORD-OUEST

WHEREAS:

It is the responsibility of the Town to plan, develop, operate and maintain park and recreational land and facilities in Peace River, for recreational purposes and to organize and administer public recreational programs.

The Boards have adopted a policy of making school buildings and grounds available for community recreation purposes, provided there is no conflict with the operation of the school activities.

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

The Town and the Boards wish to use the facilities for the maximum benefit of the community and the maximum use of land and facilities would result in the most economical provision of school and public recreation facilities and programs.

The Town and the Boards believe it is in the best interest of the community that authorities offering similar services develop definite procedures in order to ensure the best possible service to the community, and avoiding duplication of services.

The MGA 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 planning agreement.

The MGA allows the Town to obtain Municipal Reserve, School Reserve or Municipal and School Reserves when lands within the Town are subdivided to meet the open space and site needs of the Town and school boards.

The MGA and the Education Act require that a joint planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of Municipal Reserve, School Reserve and Municipal and School Reserve.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the reciprocal use of Town Facilities and Schools and the terms and conditions of this Agreement, the sufficiency of which is irrevocably acknowledged, the Parties agree as follows:

PART 1 – DEFINITIONS, SCHEDULES, PRINCIPLES AND ACKNOWLEDGEMENTS

1. DEFINITIONS

1.1 In this Agreement, unless there is something in the context that is inconsistent therewith the

following terms shall be interpreted as having the following meanings:

- (a) "Agreement" means this Joint Use and Planning Agreement.
- (b) "Arbitration Act" means the Arbitration Act, RSA 2000, c. A-43.
- (c) "Area Structure Plan" means an area structure plan or amendment to an area structure plan under the MGA.
- (d) "Boards" means Catholic Board, Francophone Board and Public Board collectively.
- (e) "Catholic Board" means The Holy Family Catholic Separate School Division, and any successor board or authority.
- (f) "Civic Administration" means the general operation of the Town, including personnel, financial and other related matters as permitted by the Act.
- (g) "Community Services" means the department within the Civic Administration directly responsible for the booking and maintenance of all Town-owned parks and playing fields and all Town controlled recreational and cultural facilities.
- (h) "Community Use" means use by the public and not a User Group.
- (i) "Council" means the municipal council of the Town of Peace River.
- (j) "Day" means any one of the seven (7) days in a week.
- (k) "Education Act" means the Education Act, SA 2012, c. E-0.3.
- (l) "Effective Date" means June 10, 2026.
- (m) "Facilities" means the school buildings and non-school buildings as defined in the Education Act owned by the Boards.
- (n) "Facility Plans" means the capital plan and Facility plan prepared by each Board for approval by the Alberta Government.
- (o) "Force Majeure" means any act of God, pandemic or unusual disease outbreak, major storms, civil disturbance, labour dispute or any similar major event or occurrence not within the control of a Party and which by the exercise of due diligence by such Party could not have been reasonably prevented, but lack of funds on the part of Party is not a Force Majeure.
- (p) "Facility Scheduling Coordinator" means the individual or individuals employed by the Town who shall be responsible for coordinating the booking of Reciprocal Use Space by Schools, the Town or User Groups.
- (q) "Francophone Board" means Le Conseil Scolaire Du Nord-Ouest or any successor board or authority.
- (r) "Hazardous Substance" means the same as hazardous substance defined in the Environmental Protection and Enhancement Act, RSA 2000, c. E-12.
- (s) "Interpretation Act" means the Interpretation Act, RSA 2000, c. I-8.
- (t) "MGA" means the Municipal Government Act, RSA 2000, c. M-26.

- (u) "Municipal Reserve" has the meaning set out in the MGA, s. 616(o).
- (v) "Municipal and School Reserve" has the meaning set out in the MGA, s. 616(p).
- ~~(w) "Operating Directives" means the day-to-day operating parameters to be used by the Parties in operationalizing the Operating Guidelines and the Principles of this Agreement.~~
- ~~(x)(w)~~ "Operating Guidelines" means the guidelines set out for the reciprocal use of Town Facilities and Schools as set out in Schedule "C".
- ~~(y)(x)~~ "Party" means the Town, the Public Board, the Francophone Board or the Catholic Board.
- ~~(z)(y)~~ "Principles" means those fundamental concepts, set out in Section 3 of this Agreement that shall guide the actions and relations of the Parties as they work together to meet the needs of the citizens of Peace River.
- ~~(aa)(z)~~ "Public Board" means The Peace River School Division or any successor board or authority.
- ~~(bb)(aa)~~ "Reciprocal Use Hours" means the hours that Reciprocal Use Space is to be made available for reciprocal use as identified in Schedule "B".
- ~~(cc)(bb)~~ "Reciprocal Use Space" means those portions of a Town Facility or School identified in Schedules "A", "D", "E" and "F" as being available for booking by the Parties or by the community.
- ~~(dd)(cc)~~ "Reserve Land" means Municipal Reserve, School Reserve, or Municipal and School Reserve or any or all of them.
- ~~(ee)(dd)~~ "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "D", "E" and "F".
- ~~(ff)(ee)~~ "School Site" means lands used or intended to be used for the purpose of constructing and operating a School and includes land for the School footprint, any parking, loading or drop off facilities, any landscaped yards around the School, land for a playground equipment site, and land needed for future expansion of the School based on the ultimate design capacity of the School.
- ~~(gg)(ff)~~ "School Reserve" has the meaning set out in the MGA, s. 616(cc).
- ~~(hh)(gg)~~ "Steering Committee" means the Steering Committee established under section 8.
- ~~(ii)(hh)~~ "Superintendent" means the chief executive officer of a Board or their delegate.
- ~~(jj)(ii)~~ "Town" means the municipal corporation of the Town of Peace River, or, where the context so requires, the area contained within the boundaries of the Town.
- ~~(kk)(jj)~~ "Town Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Town and includes those facilities identified in Schedule "A".
- ~~(#)(kk)~~ "Town CAO" means the Chief Administrative Officer of the Town of Peace River.

~~(mm)~~(ll) "User Group" means any School or community group, including a sports academy, that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Reciprocal Use Space during Reciprocal Use Hours.

~~(nn)~~(mm) "Weekdays" means that period of time between Monday 08:00 and Friday 22:00.

~~(oo)~~(nn) "Weekend" means that period of time between Saturday 07:00 and Sunday 22:00.

2. SCHEDULES

2.1 The Preamble and the following Schedules form part of this Agreement:

- (a) Schedule "A" – Town Facilities
- (b) Schedule "B" – Reciprocal Use Hours
- (c) Schedule "C" – Operating Guidelines
- (d) Schedule "D" – Catholic Board School Facilities
- (e) Schedule "E" – Francophone Board School Facilities
- (f) Schedule "F" – Public Board School Facilities
- (g) Schedule "G" – School Site Guidelines
- (h) Schedule "H" – Dispute Resolution

3. PRINCIPLES

3.1 The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the reciprocal use of Town Facilities and Schools:

3.2 Access

- (a) To the greatest extent possible the Parties will make available their respective facilities for use by the other Parties and the public.
- (b) The Parties shall not allow Reciprocal Use Space to be used by groups or individuals during the Reciprocal Use Hours unless such use respects the Operating Guidelines ~~and Operating Directives~~ in effect from time to time.

3.3 Autonomy

- (a) Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Reciprocal Use Space based on what the Boards and Town Council believe to be in the best interests of the people they serve.

3.4 Conflict Resolution

- (a) When difficulties arise between the Parties, the Parties shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration.

3.5 Cooperation

- (a) 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.

3.6 Consultation

- (a) The Parties shall consult with each other and with users on an annual basis to review the Operating Guidelines ~~and develop or modify the Operating Directives~~.

3.7 Efficiency And Effectiveness

- (a) The joint planning of School Sites is an important tool in ensuring that the educational and recreational needs of the community are met in a manner optimizes the amount of land dedicated to school resources thereby saving costs and making the most effective use of the limited economic resources of the Parties.

3.8 Fair And Equitable Costs

- (a) The costs of providing reciprocal use are to be borne fairly and equitably by the Parties. Rental fees are set independently by all parties, Town rates for school use are set at a rate lower than the standard youth rates. Other fees may be charged as set out in Schedule C.
- (b) The costs of providing School Sites are to be borne fairly and equitably by the Parties with the intent of minimizing costs to the ratepayers.

3.9 Partnership

- (a) 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.

3.10 Transparency And Openness

- (a) The Parties shall make available to each other such information as is necessary to ensure the Operating Guidelines are observed and as is necessary to make this Agreement successful.
- (b) When specific facilities previously considered as Reciprocal Use Space are to no longer be Reciprocal Use Space, the Party removing the facility from the roster of Reciprocal Use Space shall provide an explanation to the other Parties, which explanation can be shared with members of the public, as to why the specific facility is no longer to be Reciprocal Use Space.

4. ACKNOWLEDGEMENTS

4.1 The Boards acknowledge that:

- (a) the dedication of Reserve Land at the time of subdivision is also used to address the open space needs of the Town; and
- (b) 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 Town.

5. CONSULTATION WITH OTHER MUNICIPALITIES

5.1 The Parties acknowledge that the Schools that are currently located within the Town have been designed, built and funded for and by ratepayers within the Town's boundaries and ratepayers beyond the Town's boundaries.

5.2 In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Boards 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.

PART 2 - TERM, REVIEW AND AMENDMENT AND WITHDRAWAL AND TERMINATION

6. TERM, REVIEW AND AMENDMENT OF AGREEMENT

- 6.1 This Agreement is in force and effect as of the Effective Date and continues in effect until it is terminated by the Parties in accordance with this Agreement.
- 6.2 As set out in section 8.6(a), the Parties shall review the terms and conditions of this Agreement every five (5) years with the first review scheduled in 2030. The Parties may review the terms and conditions of this Agreement more frequently, if required.
- 6.3 This Agreement may only be modified, varied or amended by the written agreement of all of the Parties.

7. WITHDRAWAL AND TERMINATION

- 7.1 No Party is entitled to unilaterally withdraw or terminate this Agreement.
- 7.2 Where one or more Parties view this Agreement as no longer meeting their interests, that Party shall give all other Parties written notice of their request to review or amend or both all or parts of this Agreement.
- 7.3 If the Parties receive written notice requesting a review, all Parties shall:
- (a) commence a review of this Agreement within 30 Days of the date the Parties received the written notice; and
 - (b) seek consensus on the updates and amendments.
- 7.4 Until an amended agreement or replacement agreement has been entered by all Parties, the terms and conditions of this Agreement remain in effect.
- 7.5 If the Parties are not able to reach agreement on amendments to the Agreement, the dispute shall be addressed using the dispute resolution provisions in this Agreement.

PART 3 - STEERING COMMITTEE AND TECHNICAL COMMITTEE

8. STEERING COMMITTEE

- 8.1 A Steering Committee is established consisting of:
- (a) Town:
 - (i) One Councillor; and
 - (ii) Two members of Town Administration; ~~and~~
 - (iii) ~~One individual who is a Community Services Board Member, which individual is not to be an Administration Member;~~
 - (b) Public Board:
 - (i) One member of the Board; and
 - (ii) Two members of the Board's Administration;

- (c) Catholic Board:
 - (i) One member of the Board; and
 - (ii) Two members of the Board's Administration;

- (d) Francophone Board:
 - (i) One member of the Board; and
 - (ii) Two members of the Board's Administration.

8.2 The voting members of the Steering Committee are Town's Elected Official, and one Board member from each of the Public Board, the Catholic Board and the Francophone Board. Each Party on the Steering Committee has one vote. The voting members should consult with their respective Administration before voting. All decisions of the Steering Committee must be a unanimous~~majority~~ decision of all members present.

8.3 Quorum of the Steering Committee consists of ~~two members from each of the Parties;~~

- (a) For the Town: one Councillor and one member of Administration;
- (b) For the Public Board: one member of the Board and one member of the Board's Administration;
- (c) For the Catholic Board: one member of the Board; and one member of the Board's Administration;
- 8.3(d) For the Francophone Board: one member of the Board and one member of the Board's Administration.

8.4 The Steering Committee shall meet once each year and may meet more frequently if required. Meetings of the Steering Committee may be conducted by remote means, such as video conferencing or telephone. The annual meeting shall occur no later than the middle of May.

8.5 The role of the Steering Committee is to:

- ~~(a) formulate policy recommendations related to reciprocal use of Town and School Facilities for consideration by Council and the Boards;~~
- ~~(b) provide a forum to discuss issues of mutual interest related to reciprocal use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;~~
- ~~(c);~~
- ~~(d)(a)~~ provide a forum for discussion for the operational concerns of the Parties;
- ~~(e)(b)~~ develop a draft agenda for the annual meeting of the Steering Committee; and
- ~~(f)(c)~~ be consulted in the planning for any new school, other recreational building or addition to a school or other recreational buildings to ensure maximum educational and recreation use by the public.

- 8.6 In addition to the above, the Steering Committee is responsible for:
- (a) in accordance with section 6.2, the review of this Agreement to determine whether amendments to this Agreement are required; and
 - (b) the review of proposed Municipal Development Plans and Areas Structure Plans referred to it by a Superintendent or the Town to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties in accordance with the timelines set out in the referral;
 - (c) making recommendations on how Reserve Lands which are available or proposed for School Sites should be allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - (d) consider the disposition of unneeded School Sites; and
 - (e) other matters in relation to this Agreement and as may be agreed by the Parties.

8.7 The Steering Committee shall provide ~~a written report, including its minutes of meetings to Council, which minutes may include~~ recommendations to the Council and Boards in relation to the below:

- (a) Following their review of the Agreement in accordance with section 6.2, the Steering Committee shall set out its determination of whether the Agreement requires amendment and its recommendation for any proposed amendments to this Agreement;
- (b) The Steering Committee shall review any proposed Municipal Development Plan or Area Structure Plan to assess whether the proposed Municipal Development Plan or Area Structure Plan reflects the identified and projected needs of the Parties. The Steering Committee shall provide its report within 15 Days of the date the Superintendent or Town calls a meeting,
- (c) As provided for in section 15, the Steering Committee shall hear submissions regarding the allocation of Reserve Lands, including whether available or proposed School Sites are to be allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
- (d) As provided for in section 18, the Steering Committee shall hear submissions regarding the disposal of unneeded School Sites; and
- (e) The Steering Committee shall make recommendations regarding any specific matter that has been referred to the Steering Committee for consideration or determination.

~~8.8 No later than 7 Days before a meeting, the Steering Committee shall develop a draft written agenda for a meeting of the Council and the Boards and provide notice of the agenda to the Parties.~~

~~8.9 The Steering Committee shall determine the location of meetings and provide 7 Days' written notice to the Parties of the meeting location.~~

~~8.10 The meetings shall be chaired by the Town CAO or their designate. Secretarial support for a meeting shall be arranged by the Town CAO.~~

8.118.8 The Steering Committee shall adopt such rules of procedure as may be agreed upon by its members.

~~8.12 Minutes shall be kept for all meetings of the Steering Committee. Copies of the minutes of the meetings shall be provided to all Parties.~~

~~8.13 Members of the Steering Committee may bring to the meetings of the Steering Committee additional staff from the Town and/or the Boards, as necessary, to provide assistance to the members of the Steering Committee in the carrying out of their responsibilities under this Agreement.~~

~~8.148.9 The Steering Committee may delegate any of its responsibilities to a sub- committee or committees.~~

~~8.10 A Technical Committee is established consisting of:~~

~~(a) Town:~~

- ~~(i) The Director of Community Services; and~~
- ~~(ii) The Town's Facilities Manager;~~

~~(b) Public Board:~~

- ~~(i) The Superintendent; and~~
- ~~(ii) A person designated by the Superintendent;~~

~~(c) Catholic Board:~~

- ~~(i) The Superintendent; and~~
- ~~(ii) A person designated by the Superintendent;~~

~~(d) Francophone Board:~~

- ~~(i) The Superintendent; and~~
- ~~(ii) A person designated by the Superintendent.~~

~~8.11 The Technical Committee may invite other persons to attend their meetings as required.~~

~~8.12 The Technical Committee shall meet once each year and may meet more frequently if required. Meetings of the Technical Committee may be conducted by remote means, such as video conferencing or telephone. The annual meeting shall occur no later than the end of April.~~

~~8.13 Each Party on the Technical Committee has one vote, but shall try to resolve issues through consensus.~~

~~8.14 The voting members of the Technical Committee are Town's Director of Community Services, and the Superintendent from each of the Public Board, the Catholic Board and the Francophone Board. The voting members should consult with their respective Administration before voting. All decisions of the Technical Committee must be a majority decision of all members present.~~

~~8.15 The Technical Committee shall determine the location of meetings and provide 7 Days' written notice to the Parties of the meeting location.~~

~~8.16 The Technica Committee shall adopt such rules of procedure as may be agreed upon by its members.~~

~~8.17 The meetings shall be chaired by the Town's Director of Community Services. Secretarial support for a meeting shall be arranged by the Town.~~

~~8.18 The role of the Technical Committee is to:~~

- ~~(a) formulate policy recommendations related to reciprocal use of Town and School Facilities for consideration by Council and the Boards;~~

- (b) provide a forum to discuss issues of mutual interest related to reciprocal use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
- (c) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Reciprocal Use Space; and
- (d) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Reciprocal Use Space by the Parties or the public.

8.19 The Technical Committee:

- (a) Shall provide the minutes of its meetings to the Steering Committee;
- (b) May refer a matter to the Steering Committee if the Technical Committee is of the view that the matter relates to issues relating to governance matters or other items as determined by the Technical Committee.

PART 4 - Joint Use Provisions

9. FEES

- 9.1 Each Party sets the fees payable for their respective Facilities annually and will advise the other Parties of the updated fees.
- 9.2 Each Party shall collect rental for each Facility or School through their respective administration for each Facility or School.

10. RECIPROCAL USE SPACE

- 10.1 The Town shall make available to the Boards those Town Facilities identified as Reciprocal Use Space on Schedule "A". The Town shall charge fees for the use of Reciprocal Use Space as allowed by the Operating Guidelines.
- 10.2 The Boards shall make available to the Town and community groups those portions of School facilities identified as Reciprocal Use Space on Schedules "D", "E" and "F" respectively. The Boards shall charge fees for the use of Reciprocal Use Space as allowed by the Operating Guidelines.
- 10.3 The Parties shall not allow Reciprocal Use Space to be used by groups or individuals during the Reciprocal Use Hours unless such use respects the Operating Guidelines in effect from time to time.
- 10.4 Upon six (6) months written notice to each of the Boards, the Town CAO may amend Schedule "A" to either add to or permanently remove from the list of Reciprocal Use Space provided by the Town all or any portion of a Town Facility.
- 10.5 Upon six (6) months written notice to the Town and the other Boards, the Superintendent of each Board may add to or permanently remove from the list of Reciprocal Use Space provided by their Board all or any portion of one of their Schools.
- 10.6 Notice of the removal of all or any portion of a Reciprocal Use Space from the list of Reciprocal Use Space available shall include a written explanation as to why the specific Reciprocal Use

Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.

- 10.7 Notwithstanding any other provision in this Agreement or its Schedules, the principal of a School or the respective manager of the Town Facility shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- 10.8 Appeals from a refusal by a principal or manager of a Town Facility to allow a particular use within their School or Town Facility shall be made:
- (a) in the case of a School, first to the principal's Superintendent and thereafter to the appropriate Board; and
 - (b) in the case of a Town Facility, to the Town CAO.
- 10.9 Despite any other provision in this Agreement, one of the Parties may temporarily remove from the list of Reciprocal Use Space any facility or portion of a Facility or a School, if the facility or portion of a Facility or School is needed by the Party to meet its responsibilities or to provide services or programs to its constituents. The Party temporarily removing a Facility or School shall provide reasonable notice to the other Parties, as the circumstances allow.
- 10.10 The Boards agree each is responsible to pay the Town for the cost of damage to the Town's Facilities caused by the Board's students or staff. The Town shall repair the damage and invoice the Board. The Board shall pay the invoice in the time specified in the invoice. If a Town group uses a Board Facility and causes damages the Town will invoice the Town group for the damages.

11. OPERATING GUIDELINES

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

12. FACILITY AND SITE-SPECIFIC AGREEMENTS

- 12.1 When two or more of the Parties decide to create a shared School Site, a shared Facility or both, the Parties creating the shared School Site, shared Facility or both shall prepare a separate agreement for that shared School Site, shared Facility or both.
- 12.2 The agreement referenced in section 12.1 shall address:
- (a) the broad purpose and parameters of the nature of the relationship that is being created;
 - (b) the nature of the shared School Site, shared Facility or both that are involved;
 - (c) the financial or in-kind contributions to be made by each of the Parties;
 - (d) operating guidelines for ongoing operations specific to the shared School Site, shared Facility or both;
 - (e) capital cost and operating cost sharing arrangements and responsibilities between the Parties;
 - (f) a process for dissolving the Agreement, disposing of the site or retiring the Facility; and
 - (g) any other matter the affected Parties determine should be included in the agreement.

PART 5 - Joint Planning

12.13. ROLE OF THE TOWN

12.113.1 Under section 636(1) of the MGA, the Town shall provide written notice to the Parties of any proposed Municipal Development Plan or Area Structure Plan to the Superintendent of each Board.

- (a) The Town shall provide to the Parties written notice of the proposed Municipal Development Plan or Area Structure Plan as soon as possible and in any event no later than the public hearing for the proposed Municipal Development Plan or Area Structure Plan.

12.213.2 Despite Section 636(2) of the MGA, the Town shall provide written notice to the Parties of any proposed Municipal Development Plan or Area Structure Plan to Board that affects the provision of Reserve Lands or that the Town deems to have a possible effect on the Boards.

- (a) The Town shall provide to the Parties written notice of the proposed Municipal Development Plan or Area Structure Plan as soon as possible and in any event no later than the public hearing for the proposed Municipal Development Plan or Area Structure Plan.

12.313.3 The Town shall request a meeting of the Steering Committee if the Town deems that a Municipal Development Plan or Area Structure Plan will have a significant effect on the Boards.

13.14. ROLE OF THE BOARDS

13.114.1 When the Town has provided notice of a proposed Municipal Development Plan or Area Structure Plan under section 13, the Superintendent of each Board shall review the referral.

13.214.2 If a Superintendent determines that the proposed Municipal Development Plan or Area Structure Plan may affect the Board, the Superintendent may, within Five (5) Days of receipt of the notice under section 13, request in writing that the Steering Committee convene a meeting.

- (a) Upon the written request of a Superintendent, the Steering Committee shall convene a meeting of the Parties within Fifteen (15) Days of the receipt of the notice under section 13.2.

14.15. NEED FOR, ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

The Boards

14.115.1 As early as possible, the Boards shall communicate to the Town their need to construct a new School that is to be located within the Town or intended to serve residents of the Town.

14.215.2 Each Board retains the sole discretion to decide where and when to propose construction of a new School and the identification of the area to be served by that School.

14.315.3 Where a Board proposes the construction of a School that will serve two or more municipalities, the Board shall notify all of the involved municipalities to enable early consultation on the availability and acquisition of a School Site.

The Town

14.415.4 The Town shall plan for a sufficient number of School Sites to meet the anticipated needs of the Boards to the best of the Town's ability given the constraints of:

- (a) the MGA;
- (b) the evolving nature of information as to the needs of the Parties,
- (c) the finances of the Parties;
- (d) the demographics of the community; and
- (e) any other factor the Town is of the view is relevant to its consideration.

14.515.5 In its Municipal Development Plan, the Town shall identify the number, general size and location of existing and future School Sites.

14.615.6 In determining the number, location and size of School Sites to be identified, the Town:

- (a) shall follow the School Site Planning Guidelines outlined in Schedule "G";
- (b) shall base the number of School Sites to be identified on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan or Area Structure Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended; and
- (c) should consider any other factor the Town is of the view is relevant to its consideration.

14.715.7 The Town shall not:

- (a) pre-allocate School Sites to any Board; or
- (b) identify in the Municipal Development Plan or Area Structure Plan School Sites as available to only one Board.

14.815.8 The Town shall use its ability under the MGA to require an owner of land during the subdivision process to dedicate Reserve Land to provide School Sites in accordance with the Municipal Development Plan or Area Structure Plan.

14.915.9 At time of subdivision, the Town may collect money-in-lieu of Reserve Land dedication in accordance with its policies.

- (a) All money-in-lieu of Reserve Land dedication shall be paid to the Town.
- (b) The Town has the sole discretion to allocate money-in-lieu of Reserve Land dedication it receives in accordance with the MGA.

14.1015.10 If a Board requires a School Site before Reserve Lands are dedicated through the subdivision process, the Town shall ask the owner of the land containing the proposed School Site for the owner's consent to providing the School Site through a pre-dedication process.

14.1115.11 The Town shall lead all discussions with the owner of the land. The Town retains the sole discretion to determine the process to be used for discussions with the owner of the land.

- (a) The Board requiring the School Site may assist the Town.

- (b) The Town is not obligated to acquire lands for School Sites using any other resources at the Town's disposal, including Municipal funds. The Town retains the sole discretion to commit the use of other resources at its disposal to acquire School Sites.

The Steering Committee

14.1215.12 If a Board identifies that it needs a new School Site, it shall provide written notice to the Steering Committee of that need.

- (a) The Steering Committee shall provide the Parties with Twenty (20) Days' written notice of a meeting to discuss the allocation of available School Sites.
- (b) The Parties may make written or oral submissions to the Steering Committee regarding their respective needs for new School Sites and the Town may make written or oral submissions regarding the availability of Reserve Lands available for a new School Site.
- (c) Within Thirty (30) Days of the meeting referenced in section 15.12(a), the Steering Committee shall complete its consideration of the allocation of Reserve Lands and shall provide the Parties with a written recommendation which will be provided to Council regarding the allocation of available Reserve Lands for a new School Site.
- (d) If there is no available Reserve Lands, the Steering Committee may provide its recommendations on how the Parties may acquire lands for the new School Site.
- (e) Council shall consider the Steering Committee's recommendation at a regular meeting of Council, and may dedicate Reserve Lands to a Board as recommended by the Steering Committee.

14.1315.13 If a Board to whom the Steering Committee allocates the proposed School Site does not start construction of a School and another Party wishes to acquire that proposed School Site, the Party wishing to obtain the proposed School Site shall give notice to the Parties and shall request a meeting of the Steering Committee to discuss the matter.

14.1415.14 If two (2) or more Boards both require one available School Site, the Boards shall, at their own cost, resolve the question of School Site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "H".

15.16. SERVICING AND DEVELOPMENT OF SCHOOL SITES

15.116.1 Subject to section 15.2, before transfer of a School Site to a Board, the Reserve Land shall have services provided to the property line of the Reserve Parcel at no cost to the Board. The Parties agree that the Board who is allocated the School Site is responsible for the cost of services within the School Site.

15.216.2 The services to be provided include, but are not limited to:

- (a) water;
- (b) wastewater;
- (c) storm drainage;
- (d) power;
- (e) natural gas;
- (f) telecommunications, and
- (g) roads and sidewalks.

15.316.3 Where one or more of the above services are not available at the property line of the

School Site, the Town may provide the services to the property line of the School Site subject to the legal and financial ability of the Town to do so.

~~15.4~~16.4 As provided by s. 648(1.2) of the MGA, the Town shall not charge offsite levies or any similar charges for municipal infrastructure for development on any School Site. Should s. 648(1.2) be amended or repealed permitting municipalities to charge offsite levies or any similar charges for municipal infrastructure for development on any School Site, the Town may charge offsite levies or any similar charges for municipal infrastructure for development on any School Site.

~~15.5~~16.5 Despite section 16.4, the Town may include capital costs in a utility rate structure for use of the utility.

16. FACILITY AND SITE-SPECIFIC AGREEMENTS

~~16.1~~ When two or more of the Parties decide to create a shared School Site, a shared Facility or both, the Parties creating the shared School Site, shared Facility or both shall prepare a separate agreement for that shared School Site, shared Facility or both.

~~16.2~~ The agreement referenced in section 16.1 shall address:

- ~~(a) the broad purpose and parameters of the nature of the relationship that is being created;~~
- ~~(b) the nature of the shared School Site, shared Facility or both that are involved;~~
- ~~(c) the financial or in-kind contributions to be made by each of the Parties;~~
- ~~(d) operating guidelines and operating directives for ongoing operations specific to the shared School Site, shared Facility or both;~~
- ~~(e) capital cost and operating cost sharing arrangements and responsibilities between the Parties;~~
- ~~(f) a process for dissolving the Agreement, disposing of the site or retiring the Facility; and~~
- ~~(g) any other matter the affected Parties determine should be included in the agreement.~~

17. TRANSFER OF SCHOOL SITES

17.1 The Town shall require the dedication of all Reserve Land intended to accommodate a School as Municipal Reserve. The Town shall have ownership of the Municipal Reserve.

17.2 The Town shall:

- (a) transfer only the portion of Reserve Lands intended to accommodate a School Site; and
- (b) transfer that portion of Reserve Lands referenced in section 17.2(a) only to a Board.

17.3 Subject to the terms of this Agreement, the Town shall transfer the portion of Reserve Lands intended to accommodate a School Site to a Board once:

- (a) the Board has an identified need for the School Site;

- (b) the Steering Committee has made a recommendation under this Agreement regarding the allocation of the School Site to the Board;
 - (c) the Board has approval of the funding for the design and construction of the School on the School Site; and
 - (d) the portion of Reserve Lands intended to accommodate a School Site has been or is in the process of being subdivided from the other Reserve Land for registration with the Office of Land Titles as School Reserve.
- 17.4 The Town shall pay all costs associated with the transfer of the portion of Reserve Lands intended to accommodate a School Site to a Board, including the costs of any required subdivision of the Reserve Lands and registration of required plans and documents at the Office of Land Titles.
- 18. DISPOSAL OF UNNEEDED SCHOOL SITES**
- 18.1 If a Board concludes that it no longer requires Reserve Land that it was previously allocated but to which it did not hold title, the Board shall provide written notice to the Steering Committee that it no longer requires Reserve Land.
- (a) The Steering Committee shall provide the Parties with Fifteen (15) Days' written notice of a meeting to discuss the notice referenced in section 18.1.
 - (b) The Board may make written or oral submissions to the Steering Committee regarding the reason why it no longer needs the Reserve Land and the timing for when it no longer requires the Reserve Land.
 - (c) The other Boards may make written or oral submissions regarding their needs for that Reserve Land for new School Sites.
 - (d) The Town may make written or oral submissions regarding its position on the Reserve Lands, including the availability of other Reserve Lands available for a new School Site.
 - (e) Within 45 Days of the meeting referenced in section 18.1(a), the Steering Committee shall provide its recommendation regarding the allocation of the Reserve Land held by the Town to another Board or to the Town.
 - (i) If the Reserve Land is required by one of the other Board(s), the Steering Committee may recommend the allocation of the Reserve Land to that other Board.
- 18.2 This Agreement does not apply to any School Reserve Lands held by a Board. The Parties agree that if a Board has surplus School Reserve lands held in its name, the Board shall follow the process required under the Education Act or other similar legislation.
- 18.3 Any dispute between the Parties in relation to the disposal of unneeded School Sites shall be resolved through the Dispute Resolution Process described in Schedule "H".

PART 6 - General Provisions

19. INSURANCE

- 19.1 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 obtain

and maintain at their own cost:

- (a) 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
 - (b) 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.
- 19.2 The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage.
- 19.3 Each Party shall list each of the other Parties as an additional named insured on their insurance in relation to the shared Facilities or Schools.
- 19.4 The amount and type of insurance to be carried by the Parties under this clause may be varied from time to time by written agreement of the Parties.
- 19.5 The insurance carried by the Parties under to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

20. INDEMNIFICATION

- 20.1 Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non- Indemnifying Parties"), their Council, Board, 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 Council, Board, 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.

21. FORCE MAJEURE

- 21.1 If the Parties fail to meet their respective obligations under this Agreement within the time prescribed for the obligation and the failure is directly caused or materially contributed to by Force Majeure, the failure is deemed not to be a breach of the obligations of the Party failing to meet their obligations, provided however, in such event, the Party failing to meet their obligations shall use its best efforts to put itself in a position to carry out its obligations under this Agreement as soon as reasonably possible.

22. DISPUTE RESOLUTION

- 22.1 The Parties agree to follow the Dispute Resolution Process outlined in Schedule "H" for any disputes arising out of this Agreement.

23. NOTICES

- 23.1 Any notice or other communication that a Party wishes to or is required to give to the other may be delivered, mailed by prepaid post or emailed set out below or to such other address as each Party may from time to time direct in writing.

THE TOWN OF PEACE RIVER
9911 - 100 Street
P.O. Box 6600
Peace River, AB T8S 1S4
Attn: Chief Administrative Officer
Email: cao@peacriver.ca

THE PEACE RIVER SCHOOL DIVISION
4702 51 Street
Box 380
Grimshaw, AB T0H 1W0
Attn: Superintendent
Email: thompsonj@prsd.ab.ca

THE HOLY FAMILY CATHOLIC SEPARATE
SCHOOL DIVISION
10307 99 St.
Peace River, AB T8S 1K1
Attn: Superintendent c/o Secretary Treasurer
Email: zachary.silva@hfcrd.ab.ca

LE CONSEIL SCOLAIRE DU NORD-OUEST
CP 1220
St-Isidore, AB T0H 3B0
Attn: Superintendent
Email: conseil@csno.ab.ca

23.2 Any notice delivered or sent is deemed received as follows:

- (a) if delivered by hand or by courier, it is deemed received by the other Parties at the time of delivery to that Party or any person who appears authorized to receive such documents at the address identified in Section 23.1;
- (b) if sent by registered mail, it is deemed to be received seven (7) Days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt; or
- (c) if emailed, it is deemed to be received on the first (1st) Business Day following the date of transmission unless the sender receives an out of office notification, in which case the notice is deemed to have been received on the first Business Day following the identified return to work day. For purposes of this section, "Business Day" means Monday to Friday, includes of each week, excluding Days which are holidays in the Province of Alberta as set out in the Interpretation Act.

24. INTERPRETATION

- 24.1 Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- 24.2 Any reference to legislation in this Agreement includes a reference to the legislation as amended or replaced and any regulations or other binding instruments made under it.
- 24.3 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.

25. TIME OF THE ESSENCE

- 25.1 Time is of the essence of this Agreement. Whenever either the Town or the Boards are required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the Town and the Boards.

26. NON-WAIVER

- 26.1 The waiver of any covenant, condition or provision of this Agreement must be in writing. A waiver by a Party of the strict performance by another Party of any provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of the provision or any provision of this Agreement.

27. NON-STATUTORY WAIVER

- 27.1 In entering into this Agreement, the Town is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body under any law of the Province of Alberta. Nothing in this Agreement constitutes the granting by the Town of any approval or permit as may be required under the MGA and any other Act in force in the Province of Alberta. The Town, as far as it can legally do so, is only bound to comply with and carry out the terms and conditions stated in this Agreement. Nothing in this Agreement restricts the Town, 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.
- 27.2 In entering into this Agreement, each Board is doing so in its capacity as a School board and not in its capacity as a regulatory, statutory or approving body under any law of the Province of Alberta. Nothing in this Agreement constitutes the granting by the Board of any approval or permit as may be required under the Education Act and any other Act in force in the Province of Alberta. Each Board, as far as it can legally do so, is only bound to comply with and carry out the terms and conditions stated in this Agreement. Nothing in this Agreement restricts a 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.

28. SEVERABILITY

- 28.1 If any of the terms and conditions contained in this Agreement are at any time during the Agreement held by any Court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable terms and conditions shall be severed from the rest of the Agreement. Each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

29. NON-ASSIGNMENT OR TRANSFER

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

30. COUNTERPARTS

- 30.1 This Agreement may be executed in several counterparts each of which when so executed is deemed to be an original, and the counterparts constitute the same instrument. Despite the date of execution of the counterparts, each is deemed to bear the date set out above.

31. AGREEMENT ENTIRE RELATIONSHIP

- 31.1 This Agreement constitutes the entire agreement between the Parties regarding Joint Use and Planning. The Parties agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement. For greater clarity, the agreements between the Parties dated December 12, 2003, December 13,

2005 and March 26, 2020 are rescinded.

32. SUCCESSORS

- 32.1 The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Boards.
- 32.2 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

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

Town of Peace River

The Peace River School Division

Per: Mayor Shannon

Per: Chair

Per: Kayla Parsons, Interim CAO

Per: Jeff Thompson, Superintendent

The Holy Family Catholic Separate School
Division

Le Conseil Scolaire Du Nord-Ouest

Per: Chair

Per: Chair

Per: Victoria Cornick, Superintendent

Per: Denis Fontaine, Superintendent of Schools

By signing this document, the above individual signatories confirm that they have the necessary authority to sign this document for and on behalf of their respective Board.

Schedule “A” — Town Facilities

Town of Peace River Facilities

The following facilities are available for rent and/or provision of services, such as tours of the Museum or swimming lessons at the Pool.

Recreation facilities:

Booking inquiries can be made to the Recreation Services Coordinator located at the Baytex Energy Centre: 780-624-3204, guestservices@peaceriver.ca

- Athabasca Hall
 - Theatre
 - Lower meeting room
- Baytex Energy Centre
 - Ice Surface
 - 3 court -Field house
 - Meeting rooms
 - Outdoor ice surface
- Ball Diamonds
 - Ken Horneland Ball Diamonds – 4 slow pitch diamonds
 - Kinsmen Diamond – 1 fastball and baseball
 - Ski Hill – Ball Diamond – 1 hard ball diamond
 - Lower West Peace Ball Diamond – mixed use, fastball and baseball
- Parks
 - 12 Foot Davis Events Park
 - Open greenspace
 - River Front Park
 - Open greenspace, with washrooms and gazebo
 - Northend Arboretum (Normand Boucher Arboretum)
 - Treed greenspace with gazebo.
 - Water Play Park
 - Multiple spray pads, playground and washrooms on site.
 - No pre-booking required, however it is recommended to call and inquire as the site may not be available or there may other groups on site
 - Open May long weekend through September long weekend.
 - Various other parks and outdoor rinks available for use at no cost or required bookings, more information about these facilities: <https://www.peaceriver.ca/recreation-parks>

Pool:

For booking inquiries please contact the Peace Regional Pool – Administrative Assistant: 780-624-3720, pool@peaceriver.ca

- Peace Regional Pool
 - Recreational swims – Private pool rental
 - Swimming Lessons
 - Activity room – rental

Museum:

For booking inquiries please contact the Museum – 780-624-4261, museum@peaceriver.ca

- Peace River Museum Archives and Mackenzie Centre
 - School Programming for local history.
 - Tours of current exhibits.
- Northern Alberta Railway Station (N.A.R. Station)
 - Tours – rail/transportation history.

Schedule "B" — Reciprocal Use Hours

Town Facilities:

- Normal operational hours for Town Facilities as stated within **operation directives** for each facility.

Sports Fields, including Glenmary field, TA. Norris Sports fields and Peace River High Sports fields:

- Town use after 5:00pm on weekdays, including Fridays
- Town use on Saturday and Sundays

Schedule "C" — Operating Guidelines

For the purposes of the Operating Guidelines Schedule C the following definitions will apply:

“Town Scheduling Coordinator” is defined as the individual that is responsible for the facility that the school is requesting to book.

“Sports fields” means the sports fields located at TA Norris School, Glenmary and Peace River High School as outlined in Schedule

ACTIVITY	SCHOOL FACILITIES	TOWN FACILITIES
BOOKINGS	Each party will book the requested facility through the identified contact in Schedules D E and F.	<p>Bookings for the following Town facilities shall be done through the designated facility staff person:</p> <p>Recreation Services Coordinator</p> <ul style="list-style-type: none"> • Athabasca Hall • Baytex Energy Centre • Parks • Ball diamonds <p>Peace Regional Pool – Administrative Assistant</p> <p>Pool bookings are primarily completed at a school allocation meeting in June of each year for the subsequent school year.</p> <p>All Schools are invited to participate in the allocation meeting and can also request to book time outside the allocation meeting throughout the year.</p>
BOOKINGS - SPORTS FIELDS	<p>Schools will inform the Town’s Scheduling Coordinator at the Baytex Energy Centre of any school use after the 5:00pm timeframe.</p> <p>School use outside of the school hours must be booked in advance of the annual sports field allocation meeting that the Town hosts for community bookings.</p>	<p>The Town will invite the Athletic Directors and Principals of the Sports field locations to a pre-season sports field meeting to discuss the Schools’ use of the sports fields in preparation for the Town’s allocation with community organizations.</p> <p>School bookings will be added to the Town’s booking schedule which is publicly available on the Town website: www.peaceriver.ca/registration</p>
APPROVAL OF BOOKING	The Facility Scheduling Coordinator	<p>The designated Town staff as noted in the Bookings section above.</p> <p>Bookings are confirmed through the normal booking procedure for the respective facility.</p>
USER ELIGIBILITY	Priority in bookings shall be given to programs for children and youth.	Schools that are located within the geographic boundary of the Town,

ACTIVITY	SCHOOL FACILITIES	TOWN FACILITIES
		<p>provided their Board is a Party to this Agreement.</p> <p>Sport Academies shall remain eligible within the Reciprocal Use Agreement provided that, in the Town's opinion, the Academy's activity is limited to general development and educational pursuits and not elite training or league programming.</p> <p>The Town may request verification by the respective board to confirm if the user is a School-based team/organization.</p>
INSURANCE – SPORTS FIELDS	<p>When booking Sports Fields to Community User Groups the Town will require a User Group to carry General Liability Insurance naming the Town and the Board on whose land they are conducting their activities as additional insured.</p>	
REVOKING ACCESS TO USER GROUPS	<p>At any time a User Group may be barred from the use of Reciprocal Use Space if:</p> <ul style="list-style-type: none"> - the group has failed to pay fees levied by the Town or a Board with respect to the group's prior use of Reciprocal Use Space; - the group has failed to provide required insurance; - the group has failed to pay for damages which occurred during the group's prior use of Reciprocal Use Space; or - the conduct of the group during the use of Reciprocal Use Space is, in the opinion of the principal, manager or Facility Scheduling Coordinator inappropriate or such that damage to the Reciprocal Use Space is probable. <p>In the case of a User Groups being barred from a School Reciprocal Use Space, the Group may appeal the decision first to the principal's Superintendent and thereafter to the appropriate Board.</p> <p>In the case of a Town Facility, a barred User Group may appeal to the Town CAO.</p> <p>In the case of a Sports Field, a barred User Group may appeal to the body who made the decision to bar the Group, either the the principal's Superintendent and thereafter to the appropriate Board, or to the Town CAO.</p> <p>Schools booking Town Facilities will be regarded as individual user groups in the case that is necessary to revoke access for any of the above reasons. If it is necessary to bar a school group from access it will affect only that school and not the other schools in the division.</p>	
HOURS	<p>The hours that Reciprocal Use Space shall be made available for use shall be as set out in Schedule "B".</p>	
FEES	<p>In addition to rental fees as applicable, fees may be charged to any Party to this Agreement or to any User Group for the use of Reciprocal Use Space for:</p> <ul style="list-style-type: none"> - use of specialized equipment within Reciprocal Use or non-Reciprocal Use Space - provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) 	

ACTIVITY	SCHOOL FACILITIES	TOWN FACILITIES
	<p>necessary for the use of Reciprocal Use or non-Reciprocal Use Space; and</p> <ul style="list-style-type: none"> - additional janitorial, custodial services or maintenance services. <p>Town fees are annually reviewed and fees for school use are set at a discounted rate from the standard youth rates at each facility.</p>	
CUSTODIAL RESPONSIBILITY	School	Town
SUPERVISION	User Group	
BUILDING/FACILITY MAINTENANCE	School	Town
EQUIPMENT	<p>The right to use Reciprocal Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. Any and all equipment required by a User Group must be requested at the time of booking. The right to use Reciprocal Use Space does not include the right to use score clocks or other specialized equipment.</p>	<p>Equipment available at each facility may be available for the booking. Equipment required must be requested at time of booking.</p>
SPECIALIZED EQUIPMENT	<p>Specialized equipment may be made available at the discretion of the school principal or Facility Scheduling Coordinator, and additional fees may be charged as applicable.</p>	<p>Athabasca Hall offers specialized equipment that must be booked through a separate party, which the Town will facilitate with the school that is making the booking.</p>
DAMAGES	<p>The Town shall be responsible for the recovery of costs to repair damage that occurred in Reciprocal Use Space during the use of that space by the Town or during the use of that space by User Groups scheduled into Reciprocal Use Space by the Town Facility Scheduling Coordinator.</p>	<p>Each Board shall be responsible for damage occurring in Reciprocal Use Space during the use of such space by their respective Schools.</p>
CANCELLATIONS	<p>Use of Reciprocal Use Space within a School may be cancelled at anytime by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.</p> <p>The User Group may cancel the use of Reciprocal Use Space within a School at anytime with notice to the Facility Scheduling Coordinator.</p>	<p>Use of Reciprocal Use Space within Town Facilities may be cancelled at anytime by the respective facility and shall provide as much notice as reasonably possible directly to the scheduled user.</p> <p>A User Group may cancel the use of Reciprocal Use Space within Town Facilities at anytime with notice to respectively for all Town Facilities.</p> <p>Cancellation fees may be applied according to the Facility policies.</p>

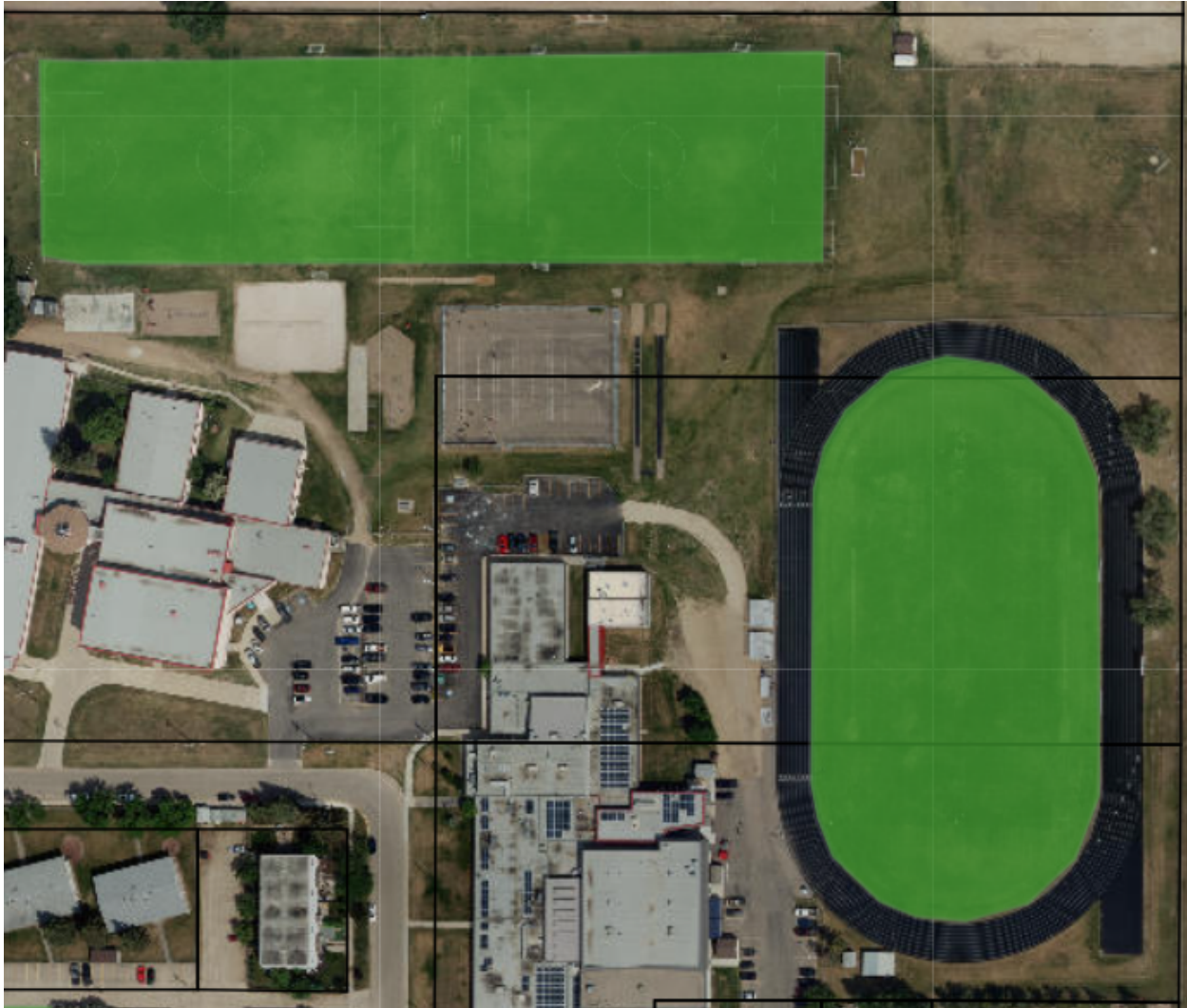
ACTIVITY	SCHOOL FACILITIES	TOWN FACILITIES
	Cancellation fees may be applied according to the Facility policies.	
SPORTS FIELDS	<p>Sports Field - means a designated outdoor playing area designed for various field sports.</p> <p>Sports field Maintenance - means the regular mowing and lining of sports fields</p> <p>The Town will provide the following maintenance services to the 4 designated and identified sports fields located on school property (TA Norris- 2 soccer fields, Glenmary Football Field, Peace High Sports Field)</p> <ul style="list-style-type: none"> • 1 weekly mowing of sports fields, starting May 1st of each year. • Lining of fields 3 times per season (Spring and Fall). • Maintenance and repairs of irrigation systems on sports fields. • Water for irrigation – based on Town’s assessment whether watering is required throughout a season. • Provision and disposal of garbage and recycling receptacles at the Glenmary sports field and adjacent area of TA Norris fields for May, June and September through October each year. • Provision and maintenance of outdoor portable toilet at the Glenmary Sports field for May, June and September through October each year. <p>The Town will provide a schedule of maintenance to each school site for the season.</p> <p>The Town will inform the school site in advance of any maintenance activity outside of the maintenance that is regularly scheduled, which would be performed between 8:00am to 5:00pm.</p> <p>During School hours the Boards shall have the right to have students access playgrounds and playing fields adjacent to their Schools.</p> <p>Map of locations are outlined in Appendix 1.</p>	
Sports Fields Equipment Ownership	<p>Schools</p> <p>TA Norris: Disc Golf stands, Volleyball sand pit and posts, shot putt</p> <p>Glenmary: Goal posts,</p> <p>Peace High: Score clock and goal posts</p> <p>Tennis court is a shared asset of TA Norris (PRSD) and Glenmary (HFCRD)</p>	<p>Town</p> <p>The metal bleachers located at the Glenmary Sports Field are owned by the Town, including the 10 tier and 2- 5 tier bleachers.</p> <p>Soccer nets located at TA Norris fields are owned by the Peace River Minor Soccer Association.</p> <p>Score clock at the Glenmary field is owned by the Peace Region Football Club.</p> <p>Metal garbage cans and portable toilets are owned by the Town.</p>
Capital Improvements - Sports Fields and track	<p>Refurbishment - means to aerate, top dress and over seed taking the sports field offline for a 12-month period.</p> <p>Redevelopment - means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and replacing goal posts or back fields. Redevelopment would anticipate the potential closure of the sports field for up to two years.</p>	

ACTIVITY	SCHOOL FACILITIES	TOWN FACILITIES
	<p>The development of the sports fields was a partnership with community organizations, the Town and school divisions. Redevelopment of a sports field should be considered as a partnership in the future.</p> <p>Prior to any significant refurbishment or redevelopment of a sports field on School board land the party requesting the work will provide written notice to the respective School Jurisdiction about the intent and will consult with a site-based lead from the respective School(s) to work through the logistics of said refurbishment or redevelopment. The Town will be consulted and informed, as there would be an impact on maintenance schedules and service levels.</p> <p>The rubberized track was developed by a partnership of the school boards, Town and other interested community parties. Future development or refurbishment of the track surface may be addressed through the creation of a sub-committee that will be responsible for the development of a maintenance plan and a longer-term plan for the asset. The Town, and all boards will be required to be a party to the sub committee.</p>	

Appendix “1” — Sports field Locations

TA. Norris Sports field located at 8701 95 St. and Glenmary Sports field located at 8801 96 St. as outlined by the areas in green in figure 1.

Figure 1.



Peace High Sports Field located at 10002 91 Ave, Peace River outlined in green in Figure 2.

Figure 2.



Schedule "D"— Catholic School Board Facilities

School-Owned Facilities for Town Use - Peace River, Alberta

Glenmary Gym

Time Available to Town:

- After 6 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school administration team.
780-624-5656

Materials and Equipment Available for Use:

- Use of IT and Larger Equipment upon request (e.g., projector, speakers, stage lighting, microphone, podium, motorized bleachers)
- Sporting Goods and Equipment (e.g., volleyballs, basketballs, volleyball nets, basketball automatic rebounding machine, electronic scoreboards)
- Presentation stage with curtains

Glenmary Storage Room (for track)

Time Available to Town:

- After 6 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school administration team.
780-624-5656

Materials and Equipment Available for Use:

- Storage space for track related equipment [No specific equipment listed]

Glenmary Sports Field and Track

School field is available for rent through the Town of Peace River.

Glenmary Theatre

Time Available to Town:

- After 6 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school administration team.
780-624-5656

Materials and Equipment Available for Use:

- Theater-style seating and stage area with curtains, production equipment (lights, sound system, make-up/wardrobe area)

Glenmary/T.A. Norris Tennis/Basketball Court

Time Available to Town:

- After 6 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school(s) administration team. 780-624-5656 or 780-624-3144

Materials and Equipment Available for Use:

- Tennis nets, Basketball hoops

Good Shepherd Gym

Time Available to Town:

- After 5 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school administration team. 780-624-3432

Materials and Equipment Available for Use:

- Sporting Goods and Equipment (e.g., soccer balls, volleyballs, basketballs, volleyball nets, electronic scoreboards, hockey nets, hula hoops, pool noodles, skipping ropes, badminton racquets, hockey sticks)

Good Shepherd Playing Field

Time Available to Town:

- After 5 PM on school operational days, non-operational days (i.e. weekends) depending on availability.

Booking Information:

- Town or Organization/Club representatives should contact the school administration team. 780-624-3432

Materials and Equipment Available for Use:

- Soccer goal posts, Baseball diamond with backstop, Basketball court with nets

Catholic Conference Centre - Meeting Hall

Time Available to Town:

- Anytime with sufficient prior notice

Booking Information:

- Town or Organization/Club representatives should contact the Central Office administration team. 780-624-3956

Materials and Equipment Available for Use:

- Tables, chairs, smartboard, projector and screen, speaker system, microphones

Catholic Conference Centre - Kitchen

Time Available to Town:

- Anytime with sufficient prior notice

Booking Information:

- Town or Organization/Club representatives should contact the Central Office administration team. 780-624-3956

Materials and Equipment Available for Use:

- Industrial stove and grill, microwave, industrial fridge and freezer, dishwasher, plates, cups, cutlery, coffee pots, popcorn machine, garbage bins, crockpots, coffee dispensers

Catholic Conference Meeting Room

Time Available to Town:

- Anytime with sufficient prior notice

Booking Information:

- Town or Organization/Club representatives should contact the Central Office administration team. 780-624-3956

Materials and Equipment Available for Use:

- Tables, chairs, smartboard, coffee maker, refrigerator

Schedule "E" — Francophone Board School Facilities

École des Quatre-Vents

- Gym/Library/Multipurpose area/
- Equipment (Scoreboard/sporting equipment)
- Field use

Schedule "F" — Public Board School Facilities

School facilities:

1. Springfield Elementary
2. T.A. Norris Middle School
3. Peace River High School

School facilities, such as the gym or some classrooms, are available for rent. Rentals are handled through the Central Operations Facilities Department ph. 780-624-3601.

Playing fields at:

1. T.A. Norris Middle School
2. Peace River High School

School fields are available for rent through the Town of Peace River.

Schedule “G” — School Site Guidelines

The Town shall apply school site guidelines consistent with the site requirements established by Alberta Education for the provision of new school sites. Schedule G provides guidelines consistent with the provincial requirements at the date of the agreement's signing. Site requirements should be confirmed during planning processes when planning future school sites in the Town's Municipal Development Plan, an Area Structure Plan or a Concept Plan.

Size of Site

The size of school sites to be included in the Town'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.

Land requirements:

School Type	Grade Configuration	Design Capacity (Number of students)	Land for School Portion	Land for Playing Fields	Total Land Needed
Elementary	K-3, K-4, K-5	400 to 600	4 to 5 acres	6 to 7 acres	10 to 12 acres
Elementary/Middle	K-8	500 to 800	5 to 6 acres	7 to 8 acres	12 to 14 acres
Middle	6-8	500 to 600	5 to 6 acres	7 to 8 acres	12 to 14 acres
Junior/Senior High	7-12	500 to 800	6 to 7 acres	7 to 8 acres	12 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 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 “H” — Dispute Resolution Process

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties. The Notice shall contain sufficient detail to advise the other Parties about the dispute to enable them to respond.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

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

Step 3: Mediation

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

11. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and the areas of agreement consensus.

Step 4: Arbitration

12. If 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. If there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
13. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in clause 12. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of Queen's Bench as soon as reasonably possible.
14. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
15. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

Director of Community Services – June 2026 Board Report

Report Submitted by: Tanya Bell

Upcoming –July/August

- Projects
 - Wayfinding signage – installation
 - Riverbank Assessments – all on site work to begin late June, through July and August
- Capital Projects
 - 89th Ave – Glenmary School sidewalk installation
 - Project is being tendered with a closing date at the end of June.
 - Trail maintenance
 - Next section of dyke pathway will be completed this summer. The tender is currently posted with a closing for the end of June.

Past Months Activities

- Peace Region Family Resource Network
 - We have received formal notice that the Town of Peace River has been successful in renewal of the Peace Region Family Resource Network, annual grant amount is \$589,368 for the next two years.
 - The program will offer the Hub service – which is information and referral, network coordination, and promotion, three “Spoke” services including: Home Visitation – In home caregiver intensive support and education, Building Resilient Caregiver – parent/caregiver education and courses and a new spoke Infant Child Development-early childhood programming.
- Tenders/RFP’s
 - New Zamboni Tender -awarded.
 - A Request for Proposals for the glass wall at the field house in the Baytex Energy Centre-awarded.
- Early Ice Installation Request
 - Attended the ice allocation meeting to discuss the early ice request. General feedback from users groups did not support ice in July, rather spring ice for the months of April, May and possibly June.
 - User groups have been asked to consider with their Boards what amount of time they would be willing to commit to for early ice. A form will be provided, and a return date of September 15th will be required.
- Joint Use Agreement –Ongoing.
 - Updated agreement has been received and shared with all parties for ratification.

- Wayfinding Project - Ongoing
 - Site reviews are being conducted May 27th and 28th.
 - The trail maps are complete.
 - The Town was successful in receiving a grant extension to the end of August, to account for the winter delays.

- RFP Riverbank assessment - Ongoing
 - Start-up meeting was completed and the project is moving forward with wildlife assessments and vegetation assessments in July. The process will include an environmental assessment and a CPTED assessment of the area (Crime Prevention through Environmental Design). A formal report will be brought forward in the fall for a public engagement process.

- Capital Projects
 - Request for Quotes (RFQ) for Structural engineering
 - The Request for Quotes for a Structural Engineer addressing the mezzanine repairs and slide replacement has been sent to various engineering firms in the region.

Brian Wollis, Manager of Recreation and Parks – June 2026 Report

Significant Projects

- Work schedule for the summer months: staff, repairs, events, vacations, and projects.
- Proposal for upgrades to the arena sound system to address the complaints related to the low level of the microphone. Price Quote received from evolution AV, speaker layout to be designed
- A full time staff has resigned; the position of Recreation Facilities Operator is currently posted with a closing date of June 29th, 2026.
- Capital Projects:
 - Zamboni: The new Zamboni tender was posted in May. The tender was awarded to Industrial Machine out of Edmonton for \$161,390.00, which is under budget. The machine will arrive in approximately 12 months.
 - Fieldhouse Wall: Project Request for Proposals was posted in May and was awarded on June 9th to Lavergne Construction in the amount of \$178,000.00. Construction will begin early August with completion in September.

Upcoming Activities

- AEDARSA Inspections at the Baytex Energy Centre and Peace Regional Library
- Curtain Divider System repairs in the Fieldhouse July 6 – 7th (Pele Sport Safety Inspections)
- Sprinkler System Inspection July 6 – 7th (Titan Fire Protection)
- Indigenous Film Camp July 13 – 17th at the Athabasca Hall.

Past Months Activities

- PRMBA Baseball Tournament June 12, 13, and 14th (All baseball diamonds in usage)
- 2027 Ice Allocation User Group Meeting June 2nd, 2026
- 2027 Fieldhouse User Group Allocation Meeting June 11th, 2026
- Rotaract River Days/ Gold Cup Jet Boat Races June 19, 20, 21st.
- Landscaping completed for Pollination Garden.
- HAU-4 Repaired.

FCSS Programmer – June 2026 Board Report

Report Submitted by: Tamara Brunham

Current Programs

- **Family and Youth Interagency Meeting (FYI)** – May 26th, 2026 with Kidsport presenting and 10 agencies in attendance.
- **Everyone Needs Help Sometimes Booklets** – Community Resource booklet update – In print process
- **Seniors Week Tea** – June 4th, 2026 – Assisting with event
- **Applied Suicide Intervention Skills Training Tune Up** – June 9th, 2026 8-12pm at Northern Lakes College – Cancelled due to low registration
- **Teddy Bear Picnic** – June 10th, 2026 Introduction for Kelsey (Volunteer Programmer) to fellow agencies and the event.
- **Community Connect** – June 15, 2026 Woodland Cree off-reserve residents connect. Provided resources and information on FCSS.
- **Community Connect** – PRAIC Crosswalk – Introduced Kelsey and support
- **National Indigenous People’s Day** – June 20, 2026 @ Sagitawa – Hosting a table at the Indigenous People’s Day Market at Sagitawa Friendship Society

Upcoming Events and Programs

- **Food Security Network** – Collaboration to increase food access and resilience with local leaders.
- **Amazing Race** – Community Services collaboration. – July 21st, 2026
- **Parade of Programs FALL** – September 3rd, 2026 at Chateau Nova from 5:30pm-7:00pm
- **World Suicide Prevention Day Gathering** – September 19th, 2026 – Riverfront Park
- **Applied Suicide Intervention Skills Training** – September
- **Home Alone in Schools** – Good Shepherd gr 5 & 6, TA Norris gr 5, EQV – September/October
- **Truth and Reconciliation Day** – host a table or assist in the events.

Collaborations

- **Peace Region Anti – Hate Coalition** - collaboration with StopHateAB, Library & WARVSS – Met to discuss and define the path for a collaborative project. Next Meeting June 22nd, 2026.

Recreation Programmer – June 2026 Board Report

Report Submitted by: Taylor Bak

Upcoming Events and Programs

- **June 20:** River Days Activities Booth with a Ring Toss game
- **June 30:** Canada Day Fireworks at 11:59pm to kick off Canada Day.
- **July 1:** Canada Day celebration from 1:00pm – 4:00pm. Being held in the greenspace between the Baytex Energy Centre and the Peace Regional Pool. See poster below for details.
- **July 6:** Summer Camps begin! Two camp groups of 22 kids each will run every week for seven weeks, implemented by 10 summer staff. Our goal is to help youth explore local recreation opportunities.
- **July 8:** Outdoor Concert Series featuring Shay Schwerdt at Cecil Thompson Park from 7:00pm – 8:00pm. In partnership with Northern Sunrise County.

**TOWN OF PEACE RIVER'S
CANADA DAY
CELEBRATION!**

BOUNCY CASTLES
LIVE ENTERTAINMENT
**TOONIE SWIM (\$2) AT THE
POOL FROM 3:30PM -
5:30PM**
**GREAT CANADIAN FUN TRAIL
GAMES AND ACTIVITIES**

FACE PAINTING
GLITTER TATTOOS
**WATER FUN WITH THE
PEACE RIVER FIRE DEPT**
BALLOON ANIMALS
FOOD VENDORS
DOOR PRIZES

**WATCH THE FIREWORKS AT 11:59PM ON
JUNE 30TH AT RIVERFRONT PARK**

**1:00PM - 4:00PM
JULY 1, 2026**

**GREEN SPACE BETWEEN THE
BAYTEX ENERGY CENTRE AND PEACE
REGIONAL POOL**

9810 73 AVE, PEACE RIVER

**TOWN OF PEACE RIVER
ALBERTA**

PEACE RIVER **NORTHERN SUNRISE
COUNTY**

**OUTDOOR CONCERT SERIES
SHOWCASING LOCAL TALENT**

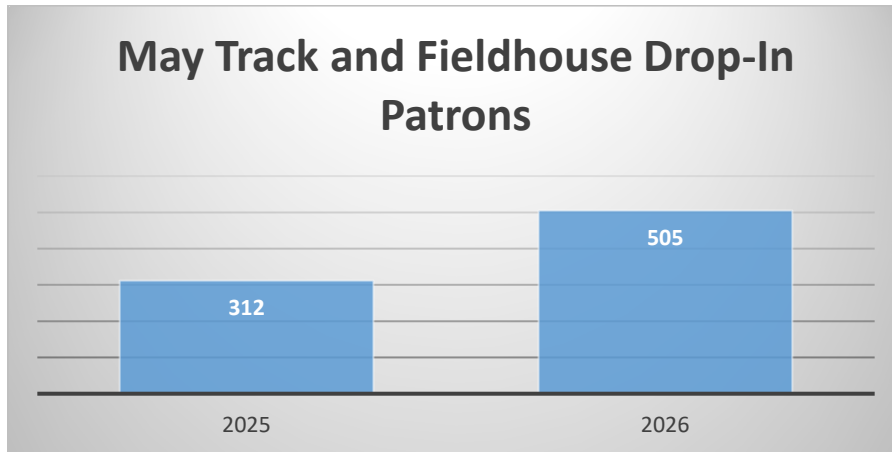
**FEATURING
SHAY SCHWERDT**

**July 8, 2026
7:00pm - 8:00pm
Cecil Thompson Park**

FREE! BRING YOUR OWN CHAIR.

780-624-3204

Past Month Activities



Patron numbers increased in 2026 due to the Senior Walking for Wellness Program and added evening drop-in sports programming.

- **May 21:** Hosted a booth at the Peace River Arboretum Revitalization’s event promoting local greenspaces and educating school groups on animals in our greenspaces.
- **May 25:** Mark Your Park – Scavenger Hunt through all 15 Town of Peace River’s playgrounds and greenspaces began and will run until August 19.
- **May 31:** Hosted children’s games to support the Peace River Pow Wow’s event at the Baytex Energy Centre.
- **June 4:** The Recreation Team assisted with Senior FCSS’s Seniors Week Celebration.
- **June 10, 11:** Hosted two booths at the Teddy Bear’s Picnic to promote Summer Camps, Mark Your Park, and birthday parties at the Baytex Energy Centre.
- **June 10:** Hosted an Outdoor Concert Series at the 12 Foot Davis Events Park featuring local artist Jenna Loewen. We had 71 community members join us for the event.
- **June 11:** The Town of Peace River partnered with the Town of Grimshaw and Constable Sunday to bring Darnell Nurse to the Peace Region to meet and inspire youth in schools.
- Hired 7 Junior Leaders to assist with implementing Summer Camps.



Heritage Coordinator – June 2026 Board Report

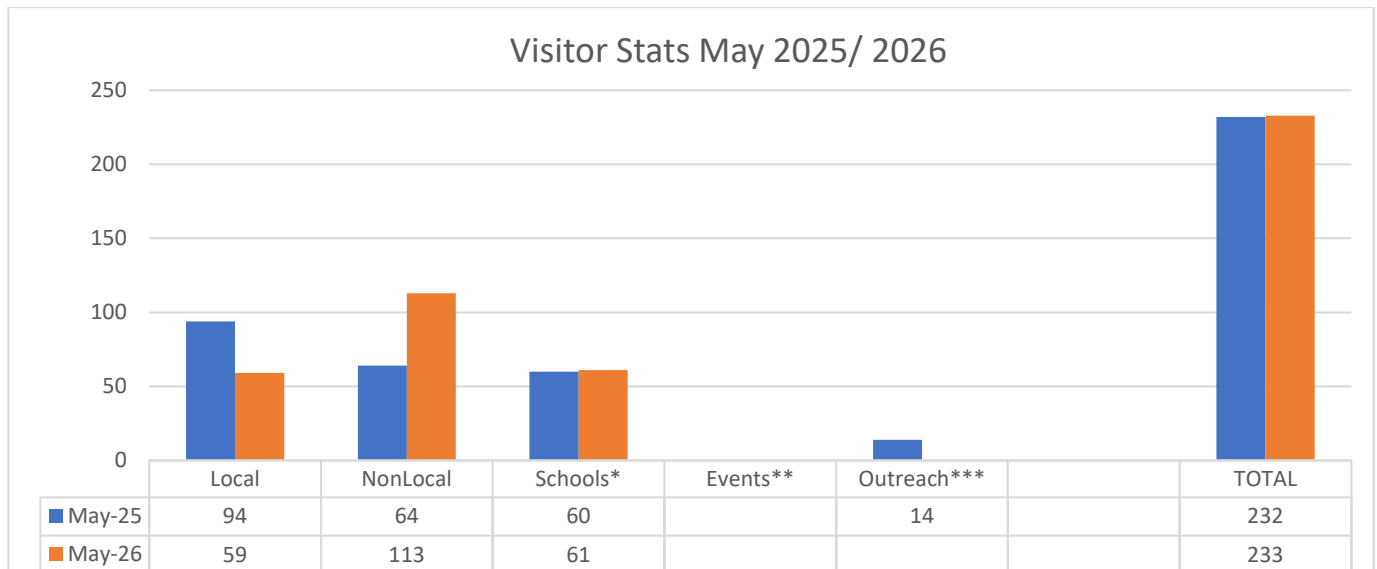
Report Submitted by: Daniel Stewart, Heritage Coordinator

Past Months Activities

- The Archivist and Curator attended the Spirit of the Peace (SOTP) meeting in Manning on June 1st, 2026.
- Museum staff participated in the Teddy Bear Picnic on June 10th to 11th 2026.
- The Museum had an activity booth during the River Days Fun Fair event on June 20th
- Grimshaw Public School’s Grade One class enjoyed a presentation on the fur trade, a slideshow about dinosaurs and investigating the museum on a June 9th visit.
- On June 18th, the Holy Family Catholic School visited the museum and was treated to a tour, slideshow and take-home activity for the Grades 1-2. It was a full day with almost 30 students in attendance.

Upcoming Events and Programs

- Museum staff will be taking part of the Canada Day events held at the Baytex. The museum will also be open for visitors.
- On July 18th, the Museum will be holding its first Summer Tea event at the NAR station.
- The Amazing Race-Family Edition will be taking place on July 21st. The museum will once again be a stop for the contestants at this Town-wide event.
- The Town of Peace River’s Camp Adventure will be touring the Museum on July 22nd.

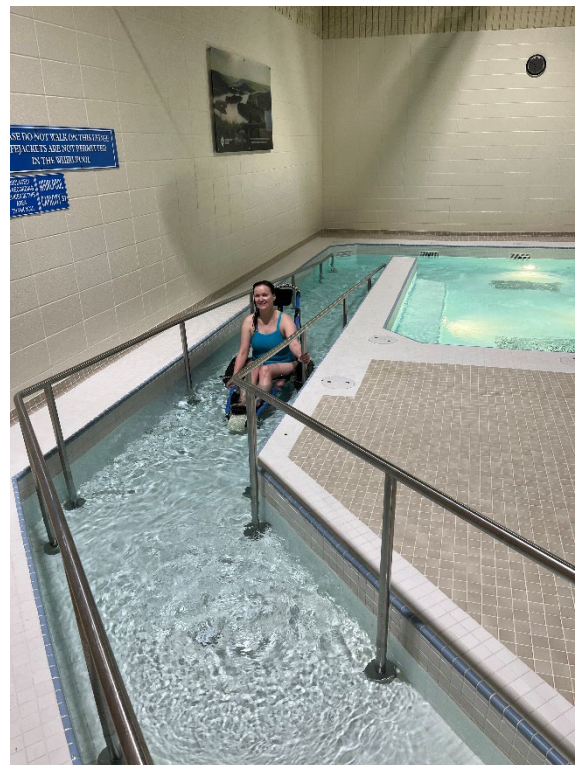


Peace Regional Pool – May 2026 Board Report

Report Submitted by: Jaimie Gaudreau & Zach Hewko

Upcoming Events and Programs

- Free Swim Sponsored by Manzer Environmental – June 29
- Canada Day Toonie Swim – July 1
- Junior Lifeguard Club – Fridays in July & August
- Adult Lessons – Fridays in July
- Summer Lessons – July 6-16 & July 20-30 & August 4-14
- Swim Instructor Certification in Manning – July 12-16
- Free Swim sponsored by Project Peace – July 20
- National Lifeguard – July 5-10
- National Lifeguard Recertification – July 10
- Swim & SwimAbilities Instructor Recertification – July 11
- Lifesaving Sport Coach Camp – July 17-19
- Drowning Prevention Week – July 19-25
- Babysitting Course – July 25
- Peace River TriRiver Triathlon – August 9
- Pool Closes for Annual Shutdown – August 17



Past Month Activities

Lessons & Programs

- Senior's Tea @ the NAR – May 27 – extension of our weekly tea after aqua aerobics, focused on senior fitness and socialization in the community.
- Teddy Bear Picnic – June 10-11 – staff created a water safety colouring book and had an interactive booth where children ages 1-6 can swim with their merbears.
- Peace River Boating Association – Capsule Testing in the Pool, a safety component of the annual jetboat races.
- Porpoises Swim Meet – June 27

Staffing/Training

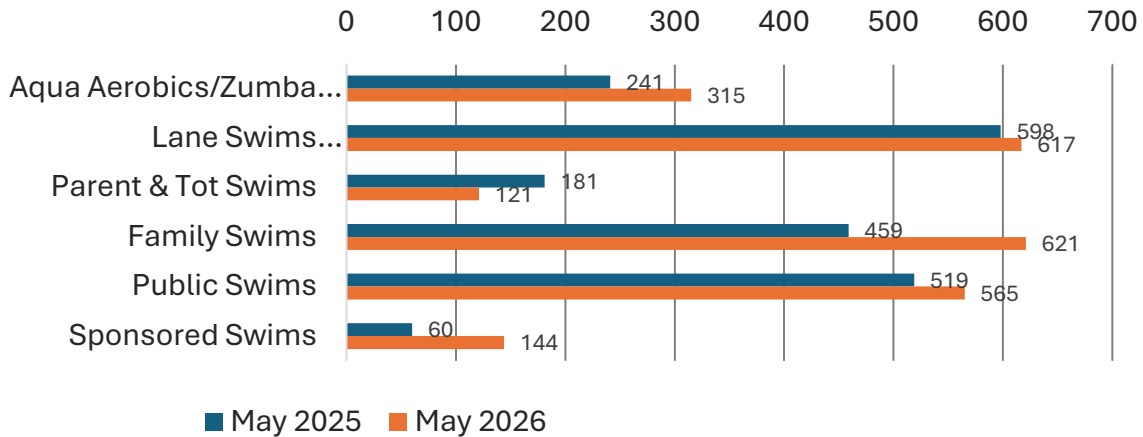
- 27 staff completed the Understanding Disability in an Aquatic Environment course
- 5 pool staff certified in Lifesaving Instructor, allowing them to teach the Bronze Medals
- 5 pool staff certified in Sport Coach 1, with the goal of expanding our Junior Lifeguard programs
- 1 pool staff certified in Intermediate First Aid w/ CPR Level C
- 3 pool staff certified in WHMIS
- 2 pool staff recertified in Intermediate First Aid w/ CPR Level C
- 4 staff recertified in National Lifeguard
- 7 staff recertified in Swim Instructor

Repairs and Maintenance

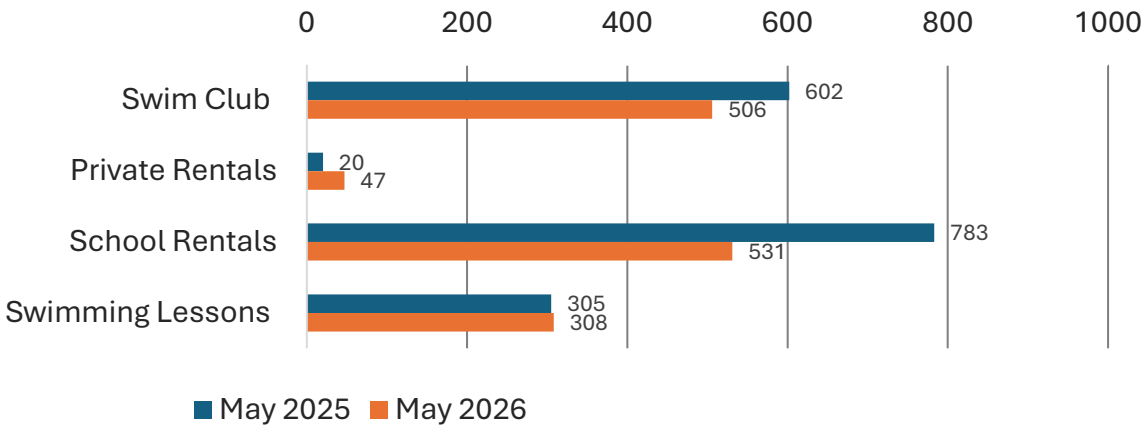
- Hot Tub update – The Hot Tub opened to the public on Monday, May 25. It was shutdown from June 6-12 for warranty repairs and cleaning, and reopened June 13.
- Ceiling update – project deferred to 2027 as the repair company was unavailable during the annual shutdown dates
- The wet corner in the activity room has been kept clear to allow it to air out; we are hoping to add insulation to the exterior walls and a subfloor to the room this shutdown.
- The leaky toilet in the lobby is still “leaky” but is suspected to actually be condensation. The toilet was insulated, which made a big difference.
- Kenry Electric came to the Pool to do fire alarm testing, and 6 heat detectors must be replaced. They are scheduled to be replaced on June 23.
- Installed new acid barrel which feeds both main pool and hot tub. Installed new measuring device to monitor the barrel acid level.



May Public Access Attendance Yearly Comparison - Peace Regional Pool -



May Private Program Attendance Yearly Comparison - Peace Regional Pool -



Attendance Insights

- In 2026, there were no school rentals scheduled during health and safety week to allow for staff to attend more training sessions.
- Free Swims continue to see a large increase this year compared to last. The Pool Admin would once again like to give credit to the Pool's TikTok account, which now has over 600 followers.

Peace Region FRN Coordinator – June 2026 Board Report

Report Submitted by: Lindsay Gauvreau

Upcoming Events and Programs

- Our Grant has officially been approved! The new agreement includes some changes so this summer we will be adjusting our office spaces, hiring a parent Education Facilitator, planning for September-June, refining our data collection to reflect our new guidelines, and updating our logo. High needs clients (Triple P 1 on 1 and Home Visitation clients will still be priority but weekly programming will be paused for us to implement the changes) We are also excited to report that we have been given another spoke – Child and youth Development which will help us provide universal, targeted and intensive programming for children 0-12.
- We will be attending a variety of community events over the summer to promote the FRN – River Days, Farmer’s Day, Northern Sunrise County Canada Day Event, Woodland Cree Treaty Days, and Duncan’s First Nations Treaty Days.
- We will be once again partnering with the other branches of the Community Services Department to put on another edition of the Amazing Family Race on July 21st. This event worked so amazingly last year that we are excited to do it again!

Past Month Activities

- Our 11th annual Teddy Bear’s Picnic happened on June 10th and 11th 2026. 189 kindergarten kids joined us on Wednesday and 437 community participants on Thursday. As always, feedback was great, people enjoyed themselves and asked for longer hours and the event more often. We had fewer agencies join us this year due to reduction in funding, training, and regional meetings. We are already looking forward to and planning Picnic #12 in 2027!
- We have been running Art in the Park in Peace River and Fairview during May and June. We also have been steady with parent education referrals and home visits.