

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD
 VIRTUALLY ON MARCH 21, 2022, COMMENCING
 AT 7:00 PM
 GoToMeeting
 Public Access Code: 211-016-493**

AGENDA

<u>CODE</u>	<u>ITEM</u>	<u>SOURCE</u>
	1.	Call to Order
	2.	Adoption of Agenda
	3.	Public Hearings – None
	4.	Delegations – None
	5.	Adoption of Minutes a) Regular Council Meeting – March 07, 2022 b) Committee of the Whole Meeting – March 14, 2022
	6.	Unfinished Business – None
	7.	Bylaws or Policies a) Bylaw #2022-10 – Borrowing Bylaw – Solar Panels b) Bylaw #2022-09 – Urban Hens c) Bylaw #2022-11 – Special Tax Bylaw d) Policy #2022-098 – Council Compensation e) Acting CAO Anderson RFD – Rescind Policy #2021-092 Mandatory Vaccinations f) Bylaw #2022-12 – Fire Services
	8.	New Business a) Leduc & District Regional Waste Management Commission Land Transfer b) Library Director Parkinson RFD – Library Board Appointments w/Terms c) Library Director Parkinson RFD – Cindy Miller Library Board Appointment d) Leduc County Fire Service Agreement e) Council Corner (Replace Mayor’s Corner) – Discussion f) CSP Thomas RFD – Volunteer Appreciation Ticket Prices g) Acting CAO Anderson RFD – EV Charging station Funding Agreement
	9.	Financial a) 2021 Reserve Transfers
	10.	Department Reports – None
	11.	Council and Committee Reports – None
	12.	Action Items – None
	13.	Correspondence a) Leduc County FCSS – Volunteer Income Tax Impact 2021 b) Black Gold Board Highlights – February 2022 c) Alberta Health Services – Online Wellness Workshops d) Municipal Affairs – 2022 Budget e) Leduc County FCSS Programs f) Voltarix Group – Email Regarding March 16 th Meeting
	14.	Clarification of Agenda Business – (Open mic)
	15.	Closed Session – None
	16.	Adjournment

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD VIRTUALLY
ON MONDAY MARCH 07, 2022**

Access Code: 211-016-493

1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of March 07, 2022, to order at the hour of 7:00 pm.

PRESENT: Mayor Carnahan, Councillors Gardner, Faulkner, McKeag Reber, Benson and Acting CAO Anderson

2. **ADOPTION OF AGENDA:**

Moved by Councillor Faulkner that the agenda is hereby adopted as presented.

**CARRIED
R-22-03-0118**

3. **PUBLIC HEARINGS: None**

4. **DELEGATIONS:**

- a) **Leduc County FCSS** – Dean Ohnysty

Mayor Carnahan thanked Mr. Ohnysty for his presentation, the time being 7:35 pm.

- b) **VTRA (Violence and Threat Risk Assessment) AGM** – Sara Russell

Mayor Carnahan thanked Ms. Russell for their presentation, the time being 7:49 pm.

Moved by Councillor Gardner that Mayor Carnahan is authorized to sign VTRA Protocol on behalf of the Town of Calmar.

**CARRIED
R-22-03-0119**

5. **ADOPTION OF MINUTES:**

- a) **Regular Council Meeting** – February 22, 2022

Moved by Councillor McKeag Reber that the minutes of the Regular Council Meeting, of February 22, 2022, are hereby approved as presented.

**CARRIED
R-22-03-0120**

6. **UNFINISHED BUSINESS: None**

7. **BYLAWS or POLICIES:**

- a) **Policy #2022-096 Tax Deferral Policy**

Moved by Councillor Faulkner that Council pass a motion to adopt Policy #2022-096 – Tax Deferral Policy as presented.

**CARRIED
R-22-03-0121**

- b) **Policy #2022-097 Adult Friendly Parks**

Moved by Councillor Benson that Council pass a motion to adopt Policy #2022-097 – Adult Friendly Parks Policy, as presented.

**CARRIED
R-22-03-0122**

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8. NEW BUSINESS:

- a) DPW Melesko RFD – LED Light Upgrade in Town Office

Moved by Councillor Faulkner that Council pass a motion to approve the lighting upgrade for the Town Office utilizing the “Save Energy Grant Program Funding”

**CARRIED
R-22-03-0123**

- b) Acting CAO Anderson RFD – Support for the Ukraine

Moved by Mayor Carnahan that Council pass a motion authorizing administration to post the prepared message on their behalf on the Town’s website and social media platforms along with the link the Canada-Ukraine Foundation website <https://www.cufoundation.ca/> for those who wish to provide donations and furthermore authorize administration to research the idea of flying a Ukrainian flag or other such recognition in cooperation with our local groups.

**CARRIED
R-22-03-0124**

- c) CSP Thomas RFD – Adult Friendly Park Picnic Table Project

Moved by Councillor Faulkner that Council pass a motion to approve the Adult Friendly Picnic Table Project as presented and commit to supporting the volunteer teams in this endeavour.

**CARRIED
R-22-03-0125**

- d) DPW Melesko RFD - Dog Park Construction Project

Moved by Councillor McKeag Reber that Council pass a motion for Administration to prepare and send adjacent homeowners notifications, get firm prices for Budget 2022, make arrangements to have completed in early spring.

**CARRIED
R-22-03-0126**

9. FINANCIAL: None

10. DEPARTMENT REPORTS: None

11. COUNCIL AND COMMITTEE REPORTS:

- a) Mayor Carnahan
- b) Councillor Faulkner
- c) Councillor Gardner
- d) Councillor Benson
- e) Councillor McKeag Reber

Moved by Councillor McKeag Reber that the Council Reports are hereby accepted as information.

**CARRIED
R-22-03-0127**

**REGULAR MEETING OF COUNCIL
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Access Code: 211-016-493

12. ACTION ITEM:

- a) Resolution Register as of March 04, 2022

Moved by Councillor Faulkner that the Action Items are hereby accepted as information.

**CARRIED
R-22-03-0128**

13. CORRESPONDENCE:

- a) Alberta Capital Airshed – Air Monitoring Results 2021
- b) Watamaniuk Complaint
- c) Community Services Master Plan Meeting Minutes – February 14, 2022
- d) Library Board Minutes – January 27, 2022
- e) International Women’s Day
- f) Leduc County FCSS Advisory Committee Agenda & Minutes
- g) Department of Canadian Heritage

Moved by Mayor Carnahan that the correspondence is hereby accepted as information.

**CARRIED
R-22-03-0129**

14. CLARIFICATION OF AGENDA BUSINESS – (Open mic)

15. CLOSED SESSION:

- a) Development (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)

Moved by Councillor Benson that the Regular Council Meeting temporarily adjourn, and Council sit in Closed Session at this time being 9:22 pm.

**CARRIED
R-22-03-0130**

Acting CAO Anderson remained in the virtual meeting for the Closed Session.

Recess @ 9:22
Reconvene @ 9:25

Moved by Councillor Faulkner that the Regular Council Meeting reconvene from Closed Session at this time being 9:46 pm.

**CARRIED
R-22-03-0131**

Moved by Councillor McKeag Reber that administration proceeds with the letter of intent as discussed in closed session.

**CARRIED
R-22-03-0132**

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD VIRTUALLY
ON MONDAY MARCH 07, 2022**

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16. ADJOURNMENT:

The Regular Council Meeting adjourned at 9:48 pm.

These minutes signed this 21st day of March 2022.

Mayor Carnahan

Acting CAO Anderson

Un-Approved Minutes

**TOWN OF CALMAR COMMITTEE OF THE WHOLE MEETING TO BE HELD
VIRTUALLY ON MONDAY MARCH 14, 2022**

Access Code: 883-358-981

1. **CALL TO ORDER:** Deputy Mayor Gardner called the Committee of the Whole Meeting of March 14, 2022, to order at the hour of 7:01 pm.

PRESENT: Mayor Carnahan, Councillors Benson, Gardner, Faulkner and McKeag Reber and Acting CAO Anderson

2. **ADOPTION OF AGENDA:**

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

**CARRIED
CR-22-03-0133**

3. **DELEGATIONS: None**

4. **UNFINISHED BUSINESS: None**

5. **BYLAWS or POLICIES:**

- a) Acting CAO Anderson RFD – Bylaw #2022-09 – Urban Hens

Moved by Councillor Gardner to bring back to the next regular meeting of Council modified to include “CAO or designate”, Bylaw/Peace Officer, one coop per property, free range when supervised, notification to neighbours, permits to be renewed annually \$10, refuse and/or revoke at owners cost and detailed setbacks for chicken coops and furthermore bring the cat and dog bylaw to the next committee meeting for review.

**CARRIED
CR-22-03-0134**

- b) Acting CAO Anderson RFD – Policy #2022-097 – Adult Friendly Parks – Follow Up

Moved by Councillor Faulkner to proceed with the project using a sponsorship rate of \$1,200 per picnic table gazebo.

**CARRIED
CR-22-03-0135**

- c) Acting CAO Anderson RFD – Policy #2022-027 – Council Remuneration

Moved by Councillor Benson to bring Policy #2022-027 back to the next regular meeting of Council for adoption as modified to update the CRA rate for mileage, Update benefits to include optional Extended Health and Dental at 50% paid by ER/EE (Confirm people can join after opting out), update the Mayor remuneration to be double the Council plus meetings for per diems, Town Manager needs to change to CAO.

**CARRIED
CR-22-03-0136**

6. **NEW BUSINESS:**

- a) Town Clerk Buss RFD – Parade Registration

Moved by Councillor McKeag Reber to authorize administration to register Council for the parades as listed with exception of the Leduc Canada Day parade, as well as research attendance at the Edmonton and Calgary summer festivals.

**CARRIED
CR-22-03-0137**

**TOWN OF CALMAR COMMITTEE OF THE WHOLE MEETING TO BE HELD
VIRTUALLY ON MONDAY MARCH 14, 2022**

Access Code: 883-358-981

- b) Updated Strategic Plan – Discussion Only

Moved by Mayor Carnahan that we engage Strategic Steps to refresh the Town of Calmar strategic plan at a cost not exceeding \$1,500.

**CARRIED
CR-22-03-0138**

- c) Acting CAO Anderson RFD – Three Tax Forfeiture Properties

Moved by Councillor Faulkner that Council is aware of the situation and authorizes administration to proceed with Tax Recovery.

**CARRIED
CR-22-03-0139**

- d) Ball Tournament – Discussion Only

Moved by Councillor McKeag Reber that the Town of Calmar host an annual Calmar Days ball tournament, 50-50, cabaret, and beer gardens with proceed to be allocated to the Calmar Recreation Park.

**CARRIED
CR-22-03-0140**

- e) Calmar’s Last Pay Phone – Discussion Only

Moved by Councillor Faulkner to have the last pay phone moved to the Town Administration and connected to local calls only service.

**CARRIED
CR-22-03-0141**

7. CLOSED SESSION: None

8. ADJOURNMENT:

The Committee of the Whole Meeting adjourned at 9:57 pm.

These minutes signed this 22nd day of March 2022.

Mayor Carnahan

Acting CAO Anderson



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	March 21, 2022
Originated By:	Acting CAO Anderson
Title:	Borrowing Bylaw-Solar Panels
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	7 A

BACKGROUND/PROPOSAL:

In early 2021 the Town entered into a payment purchase agreement with Enmax to finance the installation of solar panels at the Mike Karbonik Arena. The installation of the solar panels is expected to save Calmar approximately \$20,000. in annual operating costs. In addition, the project is also expected to generate revenue for the Town once the electricity generated can be sold back into the grid. At this time, there is no estimate on the revenue.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The Municipal Government Act defines borrowing as:

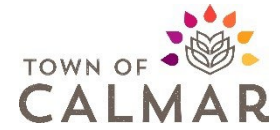
“borrowing” means the borrowing of money and includes

- (i) borrowing to refinance, redeem or restructure existing debt,*
- (ii) a lease of capital property with a fixed term beyond 5 years or a fixed term of 5 years or less but with a right of renewal that would, if exercised, extend the original term beyond 5 years, and*
- (iii) an agreement to purchase capital property that creates an interest in the capital property to secure payment of the capital property’s purchase price if payment of the purchase price under the agreement exceeds 5 years;*

At the time of signing the agreement with Enmax, a borrowing bylaw was not prepared. The borrowing bylaw will need to be advertised to the public after first reading. The public has a right to petition against the borrowing.

Option 1 – Give first reading to Bylaw 2022-10. After first reading, the bylaw will be advertised in accordance with Sec 606 of the Municipal Government Act.

Option 2 – Obtain a legal opinion on how to proceed without a valid borrowing bylaw.



COSTS/SOURCE OF FUNDING (if applicable)

None.

RECOMMENDED ACTION:

That council give first reading to Bylaw 2022-09 Solar Panel Borrowing Bylaw. After first reading, the bylaw will be advertised in accordance with Section 606 of the Municipal Government Act.

BYLAW 2022-10

**BEING A BYLAW OF THE TOWN OF CALMAR
TO ENTER INTO AN AGREEMENT WITH ENMAX GENERATION PORTFOLIO INC.
FOR THE PURCHASE AND INSTALLATION OF SOLAR PANELS**

This bylaw authorizes the Council of the Town of Calmar to incur indebtedness in the amount of \$214,476.00 for the purpose of installing solar panels on the Mike Karbonik Arena.

WHEREAS:

The Council for the Town of Calmar has decided to enter into a payment purchase agreement with Enmax Generation Portfolio Inc. (Enmax) for the purchase of Solar Panels and;

Section 258 of the Municipal Government Act, authorizes the Town to borrow money for a capital purpose and;

The Council for the Town of Calmar has decided to issue a bylaw pursuant to Section 258 of the Municipal Government Act to complete the project and;

Plans and specifications have been prepared and the total cost of the project is estimated to be \$372,236.00 and the town estimates \$157,760.00 will be provided to the project by way of grants and;

In order to complete the project a payment purchase agreement in the amount of \$214,476.00 will be executed with Enmax for a period of fifteen (15) years and;

The estimated life of the project is twenty five (25) years and;

The principal amount of the outstanding debt of the Town as at December 31, 2020 is \$4,443,985.00 and no part of the principal or interest is in arrears and;

All required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta.

NOW, THEREFORE, THE COUNCIL OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That for the purpose of purchasing and installing the solar panels the Town is authorized to enter into a purchase agreement with Enmax for an amount not to exceed \$214,476.00 of which the full sum is to be paid by the municipality at large.
2. The proper officers of the Town are hereby authorized to execute the agreement with Enmax.
3. The Town shall repay the indebtedness according to the repayment schedule in effect, namely in monthly payments of \$1,481.13 for a period of fifteen years. The interest rate shall not exceed three (3.0) percent.
4. The Town shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The amount borrowed under this bylaw shall be applied only to the project specified by this bylaw.

4. EFFECTIVE DATE:

This bylaw comes into force on the day it is given final reading.

READ A FIRST TIME THIS 21 DAY OF MARCH 2022

READ A SECOND TIME THIS DAY OF 2022

READ A THIRD TIME THIS DAY OF 2022

MAYOR CARNAHAN

ACTING CAO ANDERSON

Simple Loan Calculator

	Enter values
Loan amount	\$ 214,475.80
Annual interest rate	3.00%
Loan period in years	15
Start date of loan	1/1/2022
Monthly payment	\$ 1,481.13
Number of payments	180
Total interest	\$ 52,127.69
Total cost of loan	\$ 266,603.49

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	2/1/2022	\$ 214,475.80	\$ 1,481.13	\$ 944.94	\$ 536.19	\$ 213,530.86
2	3/1/2022	\$ 213,530.86	\$ 1,481.13	\$ 947.30	\$ 533.83	\$ 212,583.56
3	4/1/2022	\$ 212,583.56	\$ 1,481.13	\$ 949.67	\$ 531.46	\$ 211,633.88
4	5/1/2022	\$ 211,633.88	\$ 1,481.13	\$ 952.05	\$ 529.08	\$ 210,681.84
5	6/1/2022	\$ 210,681.84	\$ 1,481.13	\$ 954.43	\$ 526.70	\$ 209,727.41
6	7/1/2022	\$ 209,727.41	\$ 1,481.13	\$ 956.81	\$ 524.32	\$ 208,770.60
7	8/1/2022	\$ 208,770.60	\$ 1,481.13	\$ 959.20	\$ 521.93	\$ 207,811.40
8	9/1/2022	\$ 207,811.40	\$ 1,481.13	\$ 961.60	\$ 519.53	\$ 206,849.79
9	10/1/2022	\$ 206,849.79	\$ 1,481.13	\$ 964.01	\$ 517.12	\$ 205,885.79
10	11/1/2022	\$ 205,885.79	\$ 1,481.13	\$ 966.42	\$ 514.71	\$ 204,919.37
11	12/1/2022	\$ 204,919.37	\$ 1,481.13	\$ 968.83	\$ 512.30	\$ 203,950.54
12	1/1/2023	\$ 203,950.54	\$ 1,481.13	\$ 971.25	\$ 509.88	\$ 202,979.29
13	2/1/2023	\$ 202,979.29	\$ 1,481.13	\$ 973.68	\$ 507.45	\$ 202,005.60
14	3/1/2023	\$ 202,005.60	\$ 1,481.13	\$ 976.12	\$ 505.01	\$ 201,029.49
15	4/1/2023	\$ 201,029.49	\$ 1,481.13	\$ 978.56	\$ 502.57	\$ 200,050.93
16	5/1/2023	\$ 200,050.93	\$ 1,481.13	\$ 981.00	\$ 500.13	\$ 199,069.93
17	6/1/2023	\$ 199,069.93	\$ 1,481.13	\$ 983.46	\$ 497.67	\$ 198,086.47
18	7/1/2023	\$ 198,086.47	\$ 1,481.13	\$ 985.91	\$ 495.22	\$ 197,100.56
19	8/1/2023	\$ 197,100.56	\$ 1,481.13	\$ 988.38	\$ 492.75	\$ 196,112.18
20	9/1/2023	\$ 196,112.18	\$ 1,481.13	\$ 990.85	\$ 490.28	\$ 195,121.33
21	10/1/2023	\$ 195,121.33	\$ 1,481.13	\$ 993.33	\$ 487.80	\$ 194,128.00
22	11/1/2023	\$ 194,128.00	\$ 1,481.13	\$ 995.81	\$ 485.32	\$ 193,132.19
23	12/1/2023	\$ 193,132.19	\$ 1,481.13	\$ 998.30	\$ 482.83	\$ 192,133.89
24	1/1/2024	\$ 192,133.89	\$ 1,481.13	\$ 1,000.80	\$ 480.33	\$ 191,133.09
25	2/1/2024	\$ 191,133.09	\$ 1,481.13	\$ 1,003.30	\$ 477.83	\$ 190,129.80
26	3/1/2024	\$ 190,129.80	\$ 1,481.13	\$ 1,005.81	\$ 475.32	\$ 189,123.99
27	4/1/2024	\$ 189,123.99	\$ 1,481.13	\$ 1,008.32	\$ 472.81	\$ 188,115.67

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
28	5/1/2024	\$ 188,115.67	\$ 1,481.13	\$ 1,010.84	\$ 470.29	\$ 187,104.83
29	6/1/2024	\$ 187,104.83	\$ 1,481.13	\$ 1,013.37	\$ 467.76	\$ 186,091.46
30	7/1/2024	\$ 186,091.46	\$ 1,481.13	\$ 1,015.90	\$ 465.23	\$ 185,075.56
31	8/1/2024	\$ 185,075.56	\$ 1,481.13	\$ 1,018.44	\$ 462.69	\$ 184,057.12
32	9/1/2024	\$ 184,057.12	\$ 1,481.13	\$ 1,020.99	\$ 460.14	\$ 183,036.13
33	10/1/2024	\$ 183,036.13	\$ 1,481.13	\$ 1,023.54	\$ 457.59	\$ 182,012.59
34	11/1/2024	\$ 182,012.59	\$ 1,481.13	\$ 1,026.10	\$ 455.03	\$ 180,986.49
35	12/1/2024	\$ 180,986.49	\$ 1,481.13	\$ 1,028.66	\$ 452.47	\$ 179,957.83
36	1/1/2025	\$ 179,957.83	\$ 1,481.13	\$ 1,031.24	\$ 449.89	\$ 178,926.59
37	2/1/2025	\$ 178,926.59	\$ 1,481.13	\$ 1,033.81	\$ 447.32	\$ 177,892.78
38	3/1/2025	\$ 177,892.78	\$ 1,481.13	\$ 1,036.40	\$ 444.73	\$ 176,856.38
39	4/1/2025	\$ 176,856.38	\$ 1,481.13	\$ 1,038.99	\$ 442.14	\$ 175,817.39
40	5/1/2025	\$ 175,817.39	\$ 1,481.13	\$ 1,041.59	\$ 439.54	\$ 174,775.80
41	6/1/2025	\$ 174,775.80	\$ 1,481.13	\$ 1,044.19	\$ 436.94	\$ 173,731.61
42	7/1/2025	\$ 173,731.61	\$ 1,481.13	\$ 1,046.80	\$ 434.33	\$ 172,684.81
43	8/1/2025	\$ 172,684.81	\$ 1,481.13	\$ 1,049.42	\$ 431.71	\$ 171,635.39
44	9/1/2025	\$ 171,635.39	\$ 1,481.13	\$ 1,052.04	\$ 429.09	\$ 170,583.35
45	10/1/2025	\$ 170,583.35	\$ 1,481.13	\$ 1,054.67	\$ 426.46	\$ 169,528.68
46	11/1/2025	\$ 169,528.68	\$ 1,481.13	\$ 1,057.31	\$ 423.82	\$ 168,471.37
47	12/1/2025	\$ 168,471.37	\$ 1,481.13	\$ 1,059.95	\$ 421.18	\$ 167,411.42
48	1/1/2026	\$ 167,411.42	\$ 1,481.13	\$ 1,062.60	\$ 418.53	\$ 166,348.81
49	2/1/2026	\$ 166,348.81	\$ 1,481.13	\$ 1,065.26	\$ 415.87	\$ 165,283.55
50	3/1/2026	\$ 165,283.55	\$ 1,481.13	\$ 1,067.92	\$ 413.21	\$ 164,215.63
51	4/1/2026	\$ 164,215.63	\$ 1,481.13	\$ 1,070.59	\$ 410.54	\$ 163,145.04
52	5/1/2026	\$ 163,145.04	\$ 1,481.13	\$ 1,073.27	\$ 407.86	\$ 162,071.77
53	6/1/2026	\$ 162,071.77	\$ 1,481.13	\$ 1,075.95	\$ 405.18	\$ 160,995.82
54	7/1/2026	\$ 160,995.82	\$ 1,481.13	\$ 1,078.64	\$ 402.49	\$ 159,917.18
55	8/1/2026	\$ 159,917.18	\$ 1,481.13	\$ 1,081.34	\$ 399.79	\$ 158,835.84
56	9/1/2026	\$ 158,835.84	\$ 1,481.13	\$ 1,084.04	\$ 397.09	\$ 157,751.80
57	10/1/2026	\$ 157,751.80	\$ 1,481.13	\$ 1,086.75	\$ 394.38	\$ 156,665.05
58	11/1/2026	\$ 156,665.05	\$ 1,481.13	\$ 1,089.47	\$ 391.66	\$ 155,575.58
59	12/1/2026	\$ 155,575.58	\$ 1,481.13	\$ 1,092.19	\$ 388.94	\$ 154,483.39
60	1/1/2027	\$ 154,483.39	\$ 1,481.13	\$ 1,094.92	\$ 386.21	\$ 153,388.47
61	2/1/2027	\$ 153,388.47	\$ 1,481.13	\$ 1,097.66	\$ 383.47	\$ 152,290.81
62	3/1/2027	\$ 152,290.81	\$ 1,481.13	\$ 1,100.40	\$ 380.73	\$ 151,190.41
63	4/1/2027	\$ 151,190.41	\$ 1,481.13	\$ 1,103.15	\$ 377.98	\$ 150,087.25
64	5/1/2027	\$ 150,087.25	\$ 1,481.13	\$ 1,105.91	\$ 375.22	\$ 148,981.34
65	6/1/2027	\$ 148,981.34	\$ 1,481.13	\$ 1,108.68	\$ 372.45	\$ 147,872.66
66	7/1/2027	\$ 147,872.66	\$ 1,481.13	\$ 1,111.45	\$ 369.68	\$ 146,761.22

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
67	8/1/2027	\$ 146,761.22	\$ 1,481.13	\$ 1,114.23	\$ 366.90	\$ 145,646.99
68	9/1/2027	\$ 145,646.99	\$ 1,481.13	\$ 1,117.01	\$ 364.12	\$ 144,529.97
69	10/1/2027	\$ 144,529.97	\$ 1,481.13	\$ 1,119.81	\$ 361.32	\$ 143,410.17
70	11/1/2027	\$ 143,410.17	\$ 1,481.13	\$ 1,122.61	\$ 358.53	\$ 142,287.56
71	12/1/2027	\$ 142,287.56	\$ 1,481.13	\$ 1,125.41	\$ 355.72	\$ 141,162.15
72	1/1/2028	\$ 141,162.15	\$ 1,481.13	\$ 1,128.23	\$ 352.91	\$ 140,033.93
73	2/1/2028	\$ 140,033.93	\$ 1,481.13	\$ 1,131.05	\$ 350.08	\$ 138,902.88
74	3/1/2028	\$ 138,902.88	\$ 1,481.13	\$ 1,133.87	\$ 347.26	\$ 137,769.01
75	4/1/2028	\$ 137,769.01	\$ 1,481.13	\$ 1,136.71	\$ 344.42	\$ 136,632.30
76	5/1/2028	\$ 136,632.30	\$ 1,481.13	\$ 1,139.55	\$ 341.58	\$ 135,492.75
77	6/1/2028	\$ 135,492.75	\$ 1,481.13	\$ 1,142.40	\$ 338.73	\$ 134,350.35
78	7/1/2028	\$ 134,350.35	\$ 1,481.13	\$ 1,145.25	\$ 335.88	\$ 133,205.10
79	8/1/2028	\$ 133,205.10	\$ 1,481.13	\$ 1,148.12	\$ 333.01	\$ 132,056.98
80	9/1/2028	\$ 132,056.98	\$ 1,481.13	\$ 1,150.99	\$ 330.14	\$ 130,905.99
81	10/1/2028	\$ 130,905.99	\$ 1,481.13	\$ 1,153.87	\$ 327.26	\$ 129,752.13
82	11/1/2028	\$ 129,752.13	\$ 1,481.13	\$ 1,156.75	\$ 324.38	\$ 128,595.38
83	12/1/2028	\$ 128,595.38	\$ 1,481.13	\$ 1,159.64	\$ 321.49	\$ 127,435.73
84	1/1/2029	\$ 127,435.73	\$ 1,481.13	\$ 1,162.54	\$ 318.59	\$ 126,273.19
85	2/1/2029	\$ 126,273.19	\$ 1,481.13	\$ 1,165.45	\$ 315.68	\$ 125,107.75
86	3/1/2029	\$ 125,107.75	\$ 1,481.13	\$ 1,168.36	\$ 312.77	\$ 123,939.38
87	4/1/2029	\$ 123,939.38	\$ 1,481.13	\$ 1,171.28	\$ 309.85	\$ 122,768.10
88	5/1/2029	\$ 122,768.10	\$ 1,481.13	\$ 1,174.21	\$ 306.92	\$ 121,593.89
89	6/1/2029	\$ 121,593.89	\$ 1,481.13	\$ 1,177.15	\$ 303.98	\$ 120,416.75
90	7/1/2029	\$ 120,416.75	\$ 1,481.13	\$ 1,180.09	\$ 301.04	\$ 119,236.66
91	8/1/2029	\$ 119,236.66	\$ 1,481.13	\$ 1,183.04	\$ 298.09	\$ 118,053.62
92	9/1/2029	\$ 118,053.62	\$ 1,481.13	\$ 1,186.00	\$ 295.13	\$ 116,867.62
93	10/1/2029	\$ 116,867.62	\$ 1,481.13	\$ 1,188.96	\$ 292.17	\$ 115,678.66
94	11/1/2029	\$ 115,678.66	\$ 1,481.13	\$ 1,191.93	\$ 289.20	\$ 114,486.73
95	12/1/2029	\$ 114,486.73	\$ 1,481.13	\$ 1,194.91	\$ 286.22	\$ 113,291.81
96	1/1/2030	\$ 113,291.81	\$ 1,481.13	\$ 1,197.90	\$ 283.23	\$ 112,093.91
97	2/1/2030	\$ 112,093.91	\$ 1,481.13	\$ 1,200.90	\$ 280.23	\$ 110,893.02
98	3/1/2030	\$ 110,893.02	\$ 1,481.13	\$ 1,203.90	\$ 277.23	\$ 109,689.12
99	4/1/2030	\$ 109,689.12	\$ 1,481.13	\$ 1,206.91	\$ 274.22	\$ 108,482.21
100	5/1/2030	\$ 108,482.21	\$ 1,481.13	\$ 1,209.92	\$ 271.21	\$ 107,272.29
101	6/1/2030	\$ 107,272.29	\$ 1,481.13	\$ 1,212.95	\$ 268.18	\$ 106,059.34
102	7/1/2030	\$ 106,059.34	\$ 1,481.13	\$ 1,215.98	\$ 265.15	\$ 104,843.35
103	8/1/2030	\$ 104,843.35	\$ 1,481.13	\$ 1,219.02	\$ 262.11	\$ 103,624.33
104	9/1/2030	\$ 103,624.33	\$ 1,481.13	\$ 1,222.07	\$ 259.06	\$ 102,402.26
105	10/1/2030	\$ 102,402.26	\$ 1,481.13	\$ 1,225.12	\$ 256.01	\$ 101,177.14

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
106	11/1/2030	\$ 101,177.14	\$ 1,481.13	\$ 1,228.19	\$ 252.94	\$ 99,948.95
107	12/1/2030	\$ 99,948.95	\$ 1,481.13	\$ 1,231.26	\$ 249.87	\$ 98,717.69
108	1/1/2031	\$ 98,717.69	\$ 1,481.13	\$ 1,234.34	\$ 246.79	\$ 97,483.36
109	2/1/2031	\$ 97,483.36	\$ 1,481.13	\$ 1,237.42	\$ 243.71	\$ 96,245.93
110	3/1/2031	\$ 96,245.93	\$ 1,481.13	\$ 1,240.52	\$ 240.61	\$ 95,005.42
111	4/1/2031	\$ 95,005.42	\$ 1,481.13	\$ 1,243.62	\$ 237.51	\$ 93,761.80
112	5/1/2031	\$ 93,761.80	\$ 1,481.13	\$ 1,246.73	\$ 234.40	\$ 92,515.07
113	6/1/2031	\$ 92,515.07	\$ 1,481.13	\$ 1,249.84	\$ 231.29	\$ 91,265.23
114	7/1/2031	\$ 91,265.23	\$ 1,481.13	\$ 1,252.97	\$ 228.16	\$ 90,012.26
115	8/1/2031	\$ 90,012.26	\$ 1,481.13	\$ 1,256.10	\$ 225.03	\$ 88,756.16
116	9/1/2031	\$ 88,756.16	\$ 1,481.13	\$ 1,259.24	\$ 221.89	\$ 87,496.92
117	10/1/2031	\$ 87,496.92	\$ 1,481.13	\$ 1,262.39	\$ 218.74	\$ 86,234.54
118	11/1/2031	\$ 86,234.54	\$ 1,481.13	\$ 1,265.54	\$ 215.59	\$ 84,968.99
119	12/1/2031	\$ 84,968.99	\$ 1,481.13	\$ 1,268.71	\$ 212.42	\$ 83,700.28
120	1/1/2032	\$ 83,700.28	\$ 1,481.13	\$ 1,271.88	\$ 209.25	\$ 82,428.40
121	2/1/2032	\$ 82,428.40	\$ 1,481.13	\$ 1,275.06	\$ 206.07	\$ 81,153.34
122	3/1/2032	\$ 81,153.34	\$ 1,481.13	\$ 1,278.25	\$ 202.88	\$ 79,875.10
123	4/1/2032	\$ 79,875.10	\$ 1,481.13	\$ 1,281.44	\$ 199.69	\$ 78,593.65
124	5/1/2032	\$ 78,593.65	\$ 1,481.13	\$ 1,284.65	\$ 196.48	\$ 77,309.01
125	6/1/2032	\$ 77,309.01	\$ 1,481.13	\$ 1,287.86	\$ 193.27	\$ 76,021.15
126	7/1/2032	\$ 76,021.15	\$ 1,481.13	\$ 1,291.08	\$ 190.05	\$ 74,730.07
127	8/1/2032	\$ 74,730.07	\$ 1,481.13	\$ 1,294.31	\$ 186.83	\$ 73,435.77
128	9/1/2032	\$ 73,435.77	\$ 1,481.13	\$ 1,297.54	\$ 183.59	\$ 72,138.23
129	10/1/2032	\$ 72,138.23	\$ 1,481.13	\$ 1,300.78	\$ 180.35	\$ 70,837.44
130	11/1/2032	\$ 70,837.44	\$ 1,481.13	\$ 1,304.04	\$ 177.09	\$ 69,533.40
131	12/1/2032	\$ 69,533.40	\$ 1,481.13	\$ 1,307.30	\$ 173.83	\$ 68,226.11
132	1/1/2033	\$ 68,226.11	\$ 1,481.13	\$ 1,310.57	\$ 170.57	\$ 66,915.54
133	2/1/2033	\$ 66,915.54	\$ 1,481.13	\$ 1,313.84	\$ 167.29	\$ 65,601.70
134	3/1/2033	\$ 65,601.70	\$ 1,481.13	\$ 1,317.13	\$ 164.00	\$ 64,284.57
135	4/1/2033	\$ 64,284.57	\$ 1,481.13	\$ 1,320.42	\$ 160.71	\$ 62,964.16
136	5/1/2033	\$ 62,964.16	\$ 1,481.13	\$ 1,323.72	\$ 157.41	\$ 61,640.44
137	6/1/2033	\$ 61,640.44	\$ 1,481.13	\$ 1,327.03	\$ 154.10	\$ 60,313.41
138	7/1/2033	\$ 60,313.41	\$ 1,481.13	\$ 1,330.35	\$ 150.78	\$ 58,983.06
139	8/1/2033	\$ 58,983.06	\$ 1,481.13	\$ 1,333.67	\$ 147.46	\$ 57,649.39
140	9/1/2033	\$ 57,649.39	\$ 1,481.13	\$ 1,337.01	\$ 144.12	\$ 56,312.38
141	10/1/2033	\$ 56,312.38	\$ 1,481.13	\$ 1,340.35	\$ 140.78	\$ 54,972.03
142	11/1/2033	\$ 54,972.03	\$ 1,481.13	\$ 1,343.70	\$ 137.43	\$ 53,628.33
143	12/1/2033	\$ 53,628.33	\$ 1,481.13	\$ 1,347.06	\$ 134.07	\$ 52,281.27
144	1/1/2034	\$ 52,281.27	\$ 1,481.13	\$ 1,350.43	\$ 130.70	\$ 50,930.84

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
145	2/1/2034	\$ 50,930.84	\$ 1,481.13	\$ 1,353.80	\$ 127.33	\$ 49,577.04
146	3/1/2034	\$ 49,577.04	\$ 1,481.13	\$ 1,357.19	\$ 123.94	\$ 48,219.85
147	4/1/2034	\$ 48,219.85	\$ 1,481.13	\$ 1,360.58	\$ 120.55	\$ 46,859.27
148	5/1/2034	\$ 46,859.27	\$ 1,481.13	\$ 1,363.98	\$ 117.15	\$ 45,495.29
149	6/1/2034	\$ 45,495.29	\$ 1,481.13	\$ 1,367.39	\$ 113.74	\$ 44,127.90
150	7/1/2034	\$ 44,127.90	\$ 1,481.13	\$ 1,370.81	\$ 110.32	\$ 42,757.08
151	8/1/2034	\$ 42,757.08	\$ 1,481.13	\$ 1,374.24	\$ 106.89	\$ 41,382.85
152	9/1/2034	\$ 41,382.85	\$ 1,481.13	\$ 1,377.67	\$ 103.46	\$ 40,005.17
153	10/1/2034	\$ 40,005.17	\$ 1,481.13	\$ 1,381.12	\$ 100.01	\$ 38,624.06
154	11/1/2034	\$ 38,624.06	\$ 1,481.13	\$ 1,384.57	\$ 96.56	\$ 37,239.49
155	12/1/2034	\$ 37,239.49	\$ 1,481.13	\$ 1,388.03	\$ 93.10	\$ 35,851.45
156	1/1/2035	\$ 35,851.45	\$ 1,481.13	\$ 1,391.50	\$ 89.63	\$ 34,459.95
157	2/1/2035	\$ 34,459.95	\$ 1,481.13	\$ 1,394.98	\$ 86.15	\$ 33,064.97
158	3/1/2035	\$ 33,064.97	\$ 1,481.13	\$ 1,398.47	\$ 82.66	\$ 31,666.50
159	4/1/2035	\$ 31,666.50	\$ 1,481.13	\$ 1,401.96	\$ 79.17	\$ 30,264.54
160	5/1/2035	\$ 30,264.54	\$ 1,481.13	\$ 1,405.47	\$ 75.66	\$ 28,859.07
161	6/1/2035	\$ 28,859.07	\$ 1,481.13	\$ 1,408.98	\$ 72.15	\$ 27,450.09
162	7/1/2035	\$ 27,450.09	\$ 1,481.13	\$ 1,412.51	\$ 68.63	\$ 26,037.58
163	8/1/2035	\$ 26,037.58	\$ 1,481.13	\$ 1,416.04	\$ 65.09	\$ 24,621.55
164	9/1/2035	\$ 24,621.55	\$ 1,481.13	\$ 1,419.58	\$ 61.55	\$ 23,201.97
165	10/1/2035	\$ 23,201.97	\$ 1,481.13	\$ 1,423.13	\$ 58.00	\$ 21,778.84
166	11/1/2035	\$ 21,778.84	\$ 1,481.13	\$ 1,426.68	\$ 54.45	\$ 20,352.16
167	12/1/2035	\$ 20,352.16	\$ 1,481.13	\$ 1,430.25	\$ 50.88	\$ 18,921.91
168	1/1/2036	\$ 18,921.91	\$ 1,481.13	\$ 1,433.83	\$ 47.30	\$ 17,488.08
169	2/1/2036	\$ 17,488.08	\$ 1,481.13	\$ 1,437.41	\$ 43.72	\$ 16,050.67
170	3/1/2036	\$ 16,050.67	\$ 1,481.13	\$ 1,441.00	\$ 40.13	\$ 14,609.67
171	4/1/2036	\$ 14,609.67	\$ 1,481.13	\$ 1,444.61	\$ 36.52	\$ 13,165.06
172	5/1/2036	\$ 13,165.06	\$ 1,481.13	\$ 1,448.22	\$ 32.91	\$ 11,716.85
173	6/1/2036	\$ 11,716.85	\$ 1,481.13	\$ 1,451.84	\$ 29.29	\$ 10,265.01
174	7/1/2036	\$ 10,265.01	\$ 1,481.13	\$ 1,455.47	\$ 25.66	\$ 8,809.54
175	8/1/2036	\$ 8,809.54	\$ 1,481.13	\$ 1,459.11	\$ 22.02	\$ 7,350.43
176	9/1/2036	\$ 7,350.43	\$ 1,481.13	\$ 1,462.75	\$ 18.38	\$ 5,887.68
177	10/1/2036	\$ 5,887.68	\$ 1,481.13	\$ 1,466.41	\$ 14.72	\$ 4,421.27
178	11/1/2036	\$ 4,421.27	\$ 1,481.13	\$ 1,470.08	\$ 11.05	\$ 2,951.19
179	12/1/2036	\$ 2,951.19	\$ 1,481.13	\$ 1,473.75	\$ 7.38	\$ 1,477.44
180	1/1/2037	\$ 1,477.44	\$ 1,481.13	\$ 1,477.44	\$ 3.69	\$ 0.00



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	March 21, 2022
Originated By:	Acting CAO Anderson
Title:	Urban Hens Bylaw #2022-09
Approved By:	Acting CAO Anderson
Agenda Item Number:	7B

BACKGROUND/PROPOSAL:

Currently the Town has an “All other species Bylaw” that includes chickens however, that bylaw is too comprehensive. Therefore, it was decided to create a bylaw solely for urban hens.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

There has been some confusion on whether the Town allows chickens. The hope is that with simplifying and creating a new bylaw solely for urban hens’ it will make it clear that the Town does allow urban hens.

Option 1 – Give first reading to Bylaw 2022-09. After first reading, the bylaw will be advertised on social media.

Option 2 – Have administration make changes as discussed and bring back to the next Regular meeting of Council.

Option 3 - Move to refer to administration for further research.

COSTS/SOURCE OF FUNDING (if applicable)

N/A

RECOMMENDED ACTION:

Give first reading to Bylaw 2022-09. After first reading, the bylaw will be advertised on social media.

**BYLAW 2022-09
URBAN HENS BYLAW**

**BEING A BYLAW OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA,
TO REGULATE THE KEEPING OF HENS IN URBAN AREAS.**

WHEREAS pursuant to section 7 of the *Municipal Government Act* the council of a municipality may pass bylaws for municipal purposes respecting: the safety, health and welfare of people and the protection of people and property; wild and domestic animals, and activities in relation to them; and the enforcement of bylaws; and

WHEREAS pursuant to section 8 of the *Municipal Government Act* the council of a municipality may, in a bylaw, regulate or prohibit and to provide for a system of licences, permits and approvals.

NOW THEREFORE, COUNCIL OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

1. This bylaw may be called the “Urban Hens Bylaw.”
2. The purpose of this bylaw is to regulate and control the keeping of urban hens within the Town of Calmar.
3. For the purposes of this bylaw:
 - (a) “**Urban Hens License**” means a license issued by the Chief Administrative Officer pursuant to this Bylaw authorizing the license holder to keep urban hens on a specific property within the Town of Calmar;
 - (b) “**Coop**” means a fully enclosed weatherproof structure and attached Outdoor Enclosure used for the keeping of urban hens, that is no larger than 10 m² in floor area, and no more than 2.4m in height;
 - (c) “**Hen**” means a domesticated female chicken;
 - (d) “**Municipal Tag**” means a document alleging an offence issued pursuant to the authority of a Bylaw of the Town;
 - (e) “**Outdoor Enclosure**” means a securely enclosed, roofed outdoor area attached to and forming part of a coop having a bare earth or vegetated floor for urban hens to roam;
 - (f) “**Bylaw Enforcement Officer**” means a person appointed Bylaw Officer by the Town of Calmar Chief Administrative Officer;
 - (g) “**Rooster**” means a domesticated male chicken;
 - (h) “**Urban Chicken**” means a Hen that is at least 16 weeks of age;
 - (i) “**Violation Ticket**” has the same meaning as in the *Provincial Offences Procedure Act*;
 - (j) “**Urban Area**” means lands located within the Municipal Boundary of the Town.

Prohibitions

4. In an Urban Area, no person shall:
 - (a) keep a Rooster;

- (b) keep a hen, other than an urban hen for which a valid urban hen's license has been issued;
- (c) have no more than one coop on a property.

Urban Hens' License

- 5. A person may apply to keep no more than (4) urban hens by:
 - (a) submitting a completed application, on the form approved by the Chief Administrative Officer, and
 - (b) Applicants shall advise the adjacent landowners of their intention to keep urban hens;
 - (c) paying an application fee of \$50.00 and must be renewed yearly at a fee of \$10.00.

- 6. The Chief Administrative Officer may not issue an urban hen license unless satisfied that:
 - (a) the applicant is the owner of the property on which the urban hens will be kept, or that the owner of the property has provided written consent to the application;
 - (b) the applicable fee has been paid; and
 - (c) all required information has been provided.

- 7. The maximum number of licenses that may be issued shall be one Urban Hen License per one hundred (100) persons based on the population of the Town of Calmar as determined in the most recent municipal census.

- 8. The Chief Administrative Officer may refuse to grant an Urban Hen License for the following reasons:
 - (a) the applicant or license holder does not or no longer meets therequirements of this bylaw for an Urban Hen License;
 - (b) the applicant or license holder:
 - i. furnishes false information or misrepresents any fact or circumstance to the Chief Administrative Officer or a Bylaw Officer;
 - ii. has, in the opinion of the Chief Administrative Officer based on reasonable grounds, contravened this bylaw whether or not the contravention has been prosecuted;
 - iii. fails to pay a fine imposed by a court for a contravention of this Bylaw or any other applicable Bylaw related to the keeping of urban hens;
 - iv. fails to pay any fee required by this or any applicable Bylaw; or
 - (c) in the opinion of the Chief Administrative Officer based on reasonable grounds it is in the public interest to do so.

9. If the Chief Administrative Officer refuses to grant an Urban Hen License, the applicant may appeal the decision to the Town Council.
10. An Urban Hen License is valid if the applicant resides on the property listed on the application.
11. An Urban Hen License is not transferable from one person to another or from one property to another.
12. A person to whom an Urban Hen License has been issued shall produce the license at the demand of the Chief Administrative Officer or a Bylaw Officer.

Keeping of Urban Hens

13. A person who keeps Urban Hens must:
 - (a) provide each Hen with at least 0.37 m² (3.98 ft²) of interior floor area, and at least 0.92 m² (9.9 ft²) of Outdoor Area and;
 - (b) supervise free range urban hens at all times;
 - (c) provide and maintain, in the Coop, at least one nest box per coop and one perch per Hen, that is at least 15 cm long;
 - (d) provide each Hen with food, water, shelter, light, ventilation, care, and opportunities for essential behaviours such as scratching, dustbathing, and roosting, all sufficient to maintain the Hen in good health;
 - (e) place the coop a minimum of 1.0 m (3.3 ft.) from each property boundary and located at the rear of the property;
 - (f) ensure the coop is no higher than 2.4 m (8 ft.) in height;
 - (g) maintain the coop in good repair and sanitary condition, and free from vermin and noxious or offensive smells and substances;
 - (h) construct and maintain the coop to prevent any rodent from harbouring underneath or within it or within its walls, and to prevent entrance by any other animal;
 - (i) keep a food container and water container in the coop;
 - (j) keep the coop secured from sunset to sunrise;
 - (k) remove leftover feed, trash, and manure in a timely manner;
 - (l) store feed within a fully enclosed container;
 - (m) and manure within a fully enclosed container, and store no more than 3 cubic feet of manure at a time;
 - (n) remove all other manure not used for composting or fertilizing and dispose of same in accordance with Town bylaws;
 - (o) follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak; and

(p) keep Hens for personal use only.

14. No person who keeps Urban Hens shall:

- (a) sell eggs, manure, meat, or other products derived from Hens;
- (b) slaughter a Hen on the property;
- (c) dispose of a Hen except by delivering it to a farm, abattoir, veterinarian, or other operation that is lawfully permitted to dispose of Hens; and
- (d) keep a Hen in a cage, kennel, or any shelter other than a coop.

Offence and Penalties

- 15. A person who contravenes any provision of this Bylaw is guilty of an offence.
- 16. A person who is guilty of an offence is liable to a fine in an amount not less than \$100.00.
- 17. Without restricting the generality of section 16, the fine amount established for use on Municipal Tags and for Violation Tickets if a voluntary payment option is offered is \$150.00.

Municipal Tag

- 18. A Bylaw Officer is authorized and empowered to issue a Municipal Tag to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 19. A Municipal Tag may be issued to such person:
 - (a) either personally; or
 - (b) by mailing a copy to such person at his or her last known post office address.
- 20. The Municipal Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - (a) the name of the Person;
 - (b) the offence;
 - (c) the specified penalty established by this Bylaw for the offence;
 - (d) that the penalty shall be paid within 14 days of the issuance of the Municipal Tag; and
 - (e) any other information as may be required by the Town Manager.

Payment in Lieu of Prosecution

- 21. Where a Municipal Tag is issued pursuant to this Bylaw, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Town the penalty specified within the time period indicated on the Municipal Tag.

Violation Ticket

22. If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
23. Despite section 22, a Peace Officer is authorized and empowered to issue a Violation Ticket to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
24. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- (a) specify the fine amount established by this Bylaw for the offence; or
 - (b) require a person to appear in court without the alternative of making a voluntary payment.

Voluntary Payment

25. A person who commits an offence may
- a) if a Violation Ticket is issued in respect of the offence; and
 - b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
 - c) make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

Obstruction

26. No Person shall obstruct or hinder any person in the exercise or performance of the person's powers pursuant to this Bylaw.

Powers of Chief Administrative Officer

27. Without restricting any other power, duty or function granted by this Bylaw, the Chief Administrative Officer may:
- (a) carry out any inspections to determine compliance with this Bylaw;
 - (b) take any steps or carry out any actions required to enforce this Bylaw;
 - (c) take any steps or carry out any actions required to remedy a contravention of this Bylaw;
 - (d) establish forms for the purposes of this Bylaw; and
 - (e) delegate any powers, duties, or functions under this Bylaw to a Town employee.

General

28. Nothing in this Bylaw relieves a person from complying with any Federal or Provincial law or regulation, other Town Bylaw, or any requirement of any lawful permit, order, or licence.

Severability

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

Enactment

30. This Bylaw shall come into effect upon third reading.

31. Bylaw #2020-17 “All other species Bylaw” is hereby rescinded.

THIS BYLAW GIVEN FIRST READING THIS DAY OF MARCH, 2022.

THIS BYLAW GIVEN SECOND READING THIS DAY OF APRIL, 2022.

THIS BYLAW GIVEN THIRD READING THIS DAY OF APRIL, 2022.

Mayor Carnahan

Acting Chief Administrative Officer



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	March 21, 2022
Originated By:	Acting CAO Anderson
Title:	Special Tax Bylaw
Approved By:	Acting CAO Anderson
Agenda Item Number:	7 C

BACKGROUND/PROPOSAL:

During budget deliberations, infrastructure funding was discussed at length. Council expressed an interest in building reserves to fund Tangible Capital Asset acquisitions, betterments and or expansions. Administration is proposing a bylaw designed to allocate monies in a restrictive use manner by imposing a Special Tax on all taxable properties within the Town of Calmar. The monies collected will be allocated to a specific restricted Infrastructure Reserve to cover the cost of building, repairs and additions to our tangible capital assets including recreation facilities.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The Municipal Government Act states:

Special tax bylaw

- 382(1)** Each council may pass a special tax bylaw to raise revenue to pay for a specific service or purpose by imposing one or more of the following special taxes:
- (a) a waterworks tax;
 - (b) a sewer tax;
 - (c) a boulevard tax;
 - (d) a dust treatment tax;
 - (e) a paving tax;
 - (f) a tax to cover the cost of repair and maintenance of roads, boulevards, sewer facilities and water facilities;
 - (g) repealed 2008 cE-6.6 s55;
 - (h) a tax to enable the municipality to provide incentives to health professionals to reside and practice their professions in the municipality;
 - (i) a fire protection area tax;
 - (j) a drainage ditch tax;
 - (k) a tax to provide a supply of water for the residents of a hamlet;
 - (l) a recreational services tax.



This bylaw must be passed annually and as per Section 386(1) the revenue raised by a special tax bylaw must be applied to the specific service or purpose stated in the bylaw.

Levying this special tax allows the Town of Calmar to have it shown separately from the regular municipal tax rate on the tax notice making it clear to residents what the revenue is being used for as well as ensuring it is only used for its specified use.

Option 1 – Give the bylaw all three reads in four motions.

- Move that Bylaw #2022-11 is hereby given first reading.
- Move that Bylaw #2022-11 is hereby given second reading.
- Move that permission is hereby granted for the presentation of Bylaw #2022-11 for all three readings at this meeting.
- Move that Bylaw #2022-11 is hereby given third reading.

Option 2 – Move to accept Bylaw #2022-11 as information.

Option 3 – Refer the Bylaw back to administration for integration with the 2022 Budget and furthermore bring back to Council for adoption along side the Property Tax Rate bylaw.

COSTS/SOURCE OF FUNDING (if applicable)

None.

RECOMMENDED ACTION:

Refer the Bylaw back to administration for integration with the 2022 Budget and furthermore bring back to Council for adoption along side the Property Tax Rate bylaw.

BYLAW 2022-11

**BEING A BYLAW OF THE TOWN OF CALMAR
FOR THE PROVISION OF A SPECIAL TAX TO BUILD RESERVE REVENUE FOR
COSTS ASSOCIATED WITH INFRASTRUCTURE REPAIRS AND MAINTENANCE**

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26, as amended, Section 382(1), a Council may pass a special tax bylaw for the purpose of raising revenue for a specific service or purpose, including infrastructure repairs and maintenance; and

WHEREAS, pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26, as amended, Section 382(2), a Council must pass a special tax bylaw annually; and

WHEREAS Council deems it appropriate to impose a special tax to raise revenue to pay the costs associated with infrastructure repairs and maintenance within the Town of Calmar municipal boundaries; and

WHEREAS a special tax bylaw authorizes the Council to impose the tax in respect of property in any area of the municipality that will benefit from the specific service or purpose stated in the bylaw;

NOW THEREFORE, the Council of the Town of Calmar, in the Province of Alberta, duly assembled, hereby enacts as follows:

PART 1 INTRODUCTION

1. TITLE

This Bylaw shall be known as the “Special Tax Bylaw”.

2. CONDITIONS

(1) This bylaw is enacted for the sole purpose of raising revenue to provide for the costs of infrastructure repairs and maintenance within the Town of Calmar municipal boundaries.

(2) The Chief Administrative Officer is hereby authorized and directed to levy the rate of taxation, as established in this Bylaw, on the assessed value of the property as shown on the assessment roll of the Town of Calmar.

(3) The assessed value of all taxable property in the Town of Calmar as shown on the Assessment Roll is:

	<u>Assessments</u>
Residential/Farmland	217,440,150
Non-Residential	<u>45,229,100</u>
	<u>262,669,250</u>

(4) The annual estimated amortization of the Town of Calmar’s tangible capital assets is \$911,944.00.

(5) The rate of the special tax imposed hereby on the assessment as outlined above is 0.00099 for a total revenue amount of \$260,043.

PART 2 TRANSITION

3. SEVERABILITY

- (1) If a portion of this bylaw is found by a court of competent jurisdiction to be invalid, the invalid portion will be voided, and the rest of the bylaw remains valid and effective.

4. EFFECTIVE DATE:

This bylaw comes into force on the day it is given final reading.

READ A FIRST TIME THIS DAY OF 2022

READ A SECOND TIME THIS DAY OF 2022

READ A THIRD TIME THIS DAY OF 2022

MAYOR CARNAHAN

ACTING CAO ANDERSON



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21 st 2022
Originated By:	Acting CAO Anderson
Title:	Policy #2022-098 Council Compensation
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	7 D

BACKGROUND/PROPOSAL:

At the March 14th, 2022 Committee of the Whole Meeting the Council Compensation policy was discussed and some amendments were requested.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In the discussions surrounding updating the Council Compensation Policy some amendments were requested. Most notable were:

- COLA will not be applied for the 2022 budget year
- The Mayor’s salary will be reduced, but will be paid for attendance at meeting in the same manner as the rest of Council
- All members of Council will receive \$100/month for the use of their personal cell phones and internet
- Members of Council will now be eligible for extended health and dental benefits with the cost being split 50/50 with the Councillor and the Town

Option 1

Council pass a motion adopt Policy #2022-098, Council Compensation as presented.

Option 2

Council pass a motion to adopt Policy #2022-098, Council Compensation as amended.

Option 3

Council pass a motion to refer Policy #2022-098, Council Compensation back to Administration for further information.

COSTS/SOURCE OF FUNDING (if applicable)

Approximately \$18,000 annually, and increase of \$4,800 for cell phone/internet use and \$15,000 - \$20,000 depending on the enrollment in the benefits plan.



RECOMMENDED ACTION:

Council pass a motion adopt Policy #2022-098, Council Compensation as presented.



POLICY

POLICY No. 2022-098
TITLE: Council Compensation

APPROVAL DATE: APR. 4, 2022

DEPARTMENT: COUNCIL

REVISION DATE:

MAYOR: _____

C. A. O.: _____

Purpose:

To clearly define the compensation package that will be available for the elected officials of the Town of Calmar.

Reason for policy:

Section 243 (1) of the Municipal Government Act, R.S.A., M26-1 and amendments thereto which states:

- (1) An operating budget must include the estimated amount of each of the following expenditures and transfers:
 - (a) the amount needed to provide for Council's policies and programs

Policy

Members of Council shall receive remuneration, benefits and reimbursement of business expenses while undertaking their official role as an elected official for the Town of Calmar.

Guidelines

Members of Council shall receive compensation for their role as elected officials as follows:

- Honorarium
- Benefits
- Per Diem
- Expenses

Honorarium & Benefits – for Regular Meeting of Council as defined at the annual organizational meeting. This includes all preparation for the Council Meetings as well as the attendance. In addition to the meetings Calmar event attendance, volunteer hours and general communications are included.

Per Diem - For attendance at professional development, Regional Meetings, Committee Meetings, Committee Council Meetings, Special Meetings, Workshops and Town related activities not covered by the Honorarium. The amount spent will be limited by the amount budgeted each year. Within the overall budget set for each Councillor for per diems, and expenses which are based upon appointment to boards at the annual organizational meeting prior to formal annual budget approval, funds can be utilized between accounts to offset a short fall. However, the total budget for both accounts shall not be exceeded. If the Mayor or a Councillor is to be traveling out of Province or Country on Council business, they will advise their fellow Councillors and Administration of the purpose and time frame they will be away prior to leaving.

Expenses

Actual costs associated with any regular or approved Town business.

It is therefore established that compensation for the elected officials of the Town of Calmar be as follows:

1. In the discharge of the recognized “regular scheduled meetings”, and other regular duties associated with the position of an elected official. Remuneration commencing January 1, 2021 shall be as follows:

MAYOR	\$2,426.40 monthly allowance – with no other remuneration to be claimed for Council Committee, Board, Commission, etc. meetings, except for remuneration payable from other jurisdictions who pay their members directly;
COUNCILLOR	\$ 694.62 monthly allowance and maintain current meeting structure.
DEPUTY MAYOR	\$100.00 per month.

DEFINITION “Called Meetings” are defined as duly constituted meetings of any Committee, Board, etc. to which members are appointed as Representatives by Council resolution and to which the members are asked to be in attendance.

COLA COLA will not be applied for the 2022 fiscal year. Effective January 1st, 2023 and every January 1st in subsequent years, the Mayor’s and Councillor’s monthly allowance as well as the attendance per diem shall be increased by the Consumer Price Index, for Alberta, as calculated at October 31st of the previous year.

2. For actual attendance at all other recognized responsibilities associated with the position of an elected officials – Remuneration shall be as follows:

A) Meetings 3 hrs. or less	\$ 75.00
B) Meetings more than 3 hrs. up to 5 hrs.	\$ 125.00
C) Meetings more than 5 hrs.	\$ 175.00
3. Mileage, travel expenses shall be paid at the Canada Revenue Agency reasonable allowance rate of \$0.58 per kilometer excepting travel within the corporate boundaries of the Town of Calmar.
4. Meals: actual receipted costs for meals, excluding alcoholic beverages, to a maximum of \$120.00 per day.

5. Lodging: actual costs of Lodging.
6. Communications (cell & internet): Council shall be paid a \$100.00 monthly allowance for cell phone and internet use.
7. Benefits: Life Insurance and Accidental Death & Dismemberment benefits as provided through the Town's benefit package for elected officials.
8. General:
 - i. Compensation to be completed and submitted to the Mayor or Designate for approval following the last day of each month.
 - ii. Expenses are to be completed and submitted to the Mayor or Designate for approval following the last day of each month.
 - iii. Prepayment of registration fees will be initiated by the Town Manager upon request and/or receipt of a completed registration form.
 - iv. A member of Council has the right to waive any of the remuneration at their discretion, however, should still record attendance for tracking purposes.
9. Review: This policy will be reviewed annually at the Organizational Meeting of Council.
10. Repeal: Previous Policy 2020-27, approved October 19, 2020 is hereby repealed.



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21 st 2022
Originated By:	Acting CAO Anderson
Title:	Rescind Policy 2021-092 Vaccination Policy
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	7 E

BACKGROUND/PROPOSAL:

At the February 22, 2022 regular meeting of Council, Council passed a motion to rescind multiple covid related policies and bylaws, with the exception of the vaccination policy.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

With recent federal and provincial legislation changes surrounding covid-19 and a loosening of restrictions administration feels it is now appropriate to rescind the policy.

Option 1

Council pass a motion to rescind Policy #2021-092, Vaccination Policy.

Option 2

Council pass a motion to leave Policy #2021-092, Vaccination Policy, in place to be reviewed at a later date.

Option 3

Council pass a motion to refer this policy back to Administration for further information.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

Council pass a motion to rescind Policy #2021-092, Vaccination Policy.



POLICY

POLICY NO: 2021-092	APPROVAL DATE: December 20, 2021
TITLE: Mandatory Vaccination	REVISION DATE:
DEPARTMENT: Administration	PAGE: 1 of 6
Mayor: 	Town Manager: 

Policy Statement:

The Town of Calmar is committed to providing a safe and healthy work environment for all employees, council members, contractors, self-employed persons, service providers, visitors and members of the public who enter onto town worksites, as well as anyone in the vicinity of our work sites who could be impacted by operations. The Town of Calmar is committed to taking every reasonable precaution to prevent the spread of COVID-19 and, in the circumstances, for the protection of the health and safety of workers from the hazards of COVID-19.

Vaccination is a key element in the protection of the Town of Calmar employees including council members, against the hazards of COVID-19. This Policy is designed to maximize COVID-19 vaccination rates among the Town of Calmar employees including council members as one of the critical control measures to mitigate the risk of COVID-19.

To this end, Town of Calmar employees, council members, self-employed persons, contracted employees by the Town, or through a third party, students and volunteers are required to be vaccinated against COVID-19 unless exempt based on a protected legal ground.

Reason for Policy:

Full vaccination has been shown to be effective in reducing COVID-19 virus transmission and protecting vaccinated individuals from severe consequences of COVID-19 and COVID-19 variants currently circulating in our community.

The Town of Calmar has closely monitored the hazards of COVID-19 since the outset of the pandemic and has continued to review, revise, and adjust its hazard controls in response to emerging science, workplace data, and public health directives. Alberta declared a state of public health emergency because of COVID-19 cases and hospitalizations continuing to rise, largely in unvaccinated Albertans.

Given the continuing spread of COVID-19, and the compelling data demonstrating a higher incidence of COVID-19 among the unvaccinated population, the Town has determined that it is necessary to implement a COVID-19 vaccination policy as another layer to the Town's workplace controls against the hazards of COVID-19.

Definitions:

For the purposes of the Policy and Procedure, the following terms have the following meanings:

-COVID-19: The disease caused by the SARS-COV-2 coronavirus (including any variant).

-COVID-19 Vaccine: A COVID-19 vaccination authorized by Health Canada and/or Alberta Health (i.e., Pfizer-BioNTech/Comirnaty; Moderna/Spikevax; Janssen (Johnson & Johnson); AstraZeneca/COVISHIELD/Vaxzevria).

-Employee(s) and Council Members: All individuals who are employed by the Town of Calmar on any basis, including full-time, part-time, permanent, temporary, and casual and includes students and volunteers.

-Fully Vaccinated: Having obtained all required doses of a COVID-19 vaccine, including having observed a two (2) week period (or longer where required) following the final dose.

-Rapid Antigen Test: Means a rapid antigen test approved by Health Canada and administered by an approved provider.

Policy:

This policy applies to all Town of Calmar employees, council members, self-employed persons, contracted employees by the Town or through a third party, volunteers, and students. For the purpose of this policy only, reference to "employees" and "council members" shall also be read to include volunteers and students.

Employees or council members in certain divisions may have obligations in addition to this policy under division-specific policies regarding COVID-19 vaccination or under regulations, legislation, guidelines, or directives applicable to them.

New Town of Calmar employee hires are required to be fully vaccinated against COVID-19 as a condition of being hired by the Town of Calmar.

Council members are required to be fully vaccinated against COVID-19 as a condition once elected in a municipal election, bi-election or as a returning incumbent.

COVID-19 Vaccination

Employees and council members must be fully vaccinated against COVID-19 and provide proof of vaccination.

Employees and council members who cannot be fully vaccinated based on a protected legal ground, may request an exemption.

For a two dose vaccine series, employees and council members must receive one dose of COVID-19 vaccine by March 31st, 2022 and the second dose of COVID-19 vaccine by May 31st, 2022.

Employees hired and council members if voted in through a bi-election after the approval date of this Policy will be required to be fully vaccinated or to have an approved exemption before beginning work with the Town.

Providing Proof of COVID-19 Vaccination

By February 28th, 2022, existing employees must provide proof of all COVID-19 vaccine doses received to date, in a form satisfactory to the Town's HR Department.

Proof of two doses of the COVID-19 vaccine must be submitted by May 31st, 2022. Employees and council members will provide a copy of their COVID-19 immunization record (that shows their name), or a fully endorsed declaration of vaccination, to the Town's HR Department. The date of vaccination, type and dose will be recorded and kept on file in accordance with retention and disposition schedules.

Employees and council members will be required to update their vaccination status in accordance with the established process and by the dates set out in this Policy, as they obtain each dose of COVID-19 vaccine.

COVID-19 Vaccination Discussion

The Town strongly encourages any employee who is not fully vaccinated to meet with a physician to have an open and honest, two-way dialogue about the benefits and risks of a COVID-19 vaccine.

Employees and council members who, by May 31st, 2022, disclose that they have not received two doses of COVID-19 vaccine, or who have not disclosed their vaccination status as required, shall receive, and review mandatory educational materials on the benefits of vaccination, in addition to the obligations identified under "Vaccination Requirement" above.

Unvaccinated Employees Without an Exemption:

Employees or council members choosing not to be fully vaccinated and who do not have an exemption will be required to submit to ongoing COVID-19 PCR testing, at the employee's own expense.

Tests are valid for up to 72 hours after being completed. Employees and council members attending the Town of Calmar premises are required to ensure they have a valid test completed within the previous 72 hours and have provided proof to the Town's HR Department by email.

Employees who do not comply with the testing requirements will be deemed unfit for work and will be placed on leave without pay.

The town reserves the right to modify the application of this Policy based on operational needs, including any requirement or processes relating to testing.

Ongoing Safety Requirements

Employees and council members who are fully vaccinated or who have an approved exemption are still required to adhere to all other provincial health measures and Town of Calmar workplace COVID-19 hazard controls.

Non-compliance with the Policy and Procedure

Failure to comply with this Policy and Procedure, including providing false or misleading information, may result in discipline up to and including termination.

If an employee or council members chooses to remain non-complaint with this Policy, the employee or council member will be deemed unfit for work and placed on an unpaid leave of absence for the period required to become fully immunized.

Refusal by such an employee or council member to become fully immunized by the conclusion of such unpaid leave-of-absence after ninety (90) days, will be deemed to have resigned their employment.

A self-employed person, contracted employee by the Town or through a third party, volunteer, student, or other person acting on their behalf who is non-complaint with this policy will not be able to access the worksite in that capacity until such time as they are fully immunized.

Notwithstanding the commencement of a leave under this Policy and Procedure, the Town reserves the right to terminate the employment of an employee or council member who is away from work on a non-culpable basis, or on a culpable basis where warranted.

Support for Vaccinations

Employees and council members can take up to three hours off as paid time during the workday to get a COVID-19 vaccine dose. Employees must provide advance notice to their supervisor of their appointment time.

To book a COVID-19 vaccine dose, contact local pharmacies, Alberta Health Services online or call 811.

Safeguarding Personal Information

The information being collected under this Policy and Procedure is collected pursuant to Section 33(c) of the Freedom of Information and Protection of Privacy Act (FOIP) and is managed and protected in accordance with FOIP.

The Town of Calmar will maintain vaccination disclosure information, including documentation verifying receipt of a vaccination series approved by Health Canada or the World Health Organization, in accordance with FOIP. This information will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols and infection and prevention control measures in the workplace.

Exemptions Accommodations

An Employee or council member may request an exemption from the requirement to be fully vaccinated by submitting a valid exemption request by email to the Town's HR Department based on a protected ground under the Alberta Human Rights Act.

Employees or council members submitting a request will be required to provide support for the basis of the request, including providing any information reasonably requested by the Town.

Employees or council members with an approved exemption will be accommodated as per the Town's accommodation policies, procedure, and framework.

Ongoing Monitoring and Assessment of COVID-19 Workplace Safety Measures

The Town of Calmar will continue to closely monitor its COVID-19 risk mitigation strategy and the evolving public health information and context, to ensure that it continues to optimally protect the health and safety of employees, council members, contractors, self employed persons, service providers, visitors, and members of the public in the workplace and the community that it serves. The Town of Calmar will continue to assess other available workplace risk mitigation measures, including, for example, requiring proof of a negative COVID-19 test, etc. If it is determined that additional precautions are necessary, the Town of Calmar may decide to deploy new measures (including at an individual level) to protect employees, council members, contractors, self-employed persons, service providers, visitors,

and members of the public from COVID-19 and may amend this policy accordingly and/or communicate the required precautions to impacted employees or council members.

Review of Policy

This Policy will be reviewed regularly to ensure alignment with public health measures and regulations, and to confirm it adequately covers the health and safety risks it addresses.



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21 st 2022
Originated By:	Acting CAO Anderson
Title:	Bylaw #2022-12 Fire Service Bylaw
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	7 F

BACKGROUND/PROPOSAL:

Leduc County Fire Services noticed that Schedule A of Bylaw #2020-20, Fire Services Bylaw contradicted 2018-15, False Alarm Bylaw with regards to the fees for false alarms.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In discussions between administration and Leduc County Fire Services it was discovered that Bylaw #2020-20 contradicted Bylaw #2018-15 and it was recommended that Schedule A of Bylaw #2020-20, Fire Services was amended to remove the section regarding the fees for false alarms as it is covered in the False Alarm Bylaw.

Option 1

Council pass a motion to give the bylaw all three reads in four motions.

- Move that Bylaw #2022-12, Fire Service is hereby given first reading.
- Move that Bylaw #2022-12, Fire Service is hereby given second reading.
- Move that permission is hereby granted for the presentation of Bylaw #2022-12, Fire Service for all three readings at this meeting.
- Move that Bylaw #2022-12, Fire Service is hereby given third reading.

Option 2

Council pass a motion to refer this policy back to Administration for further information.

COSTS/SOURCE OF FUNDING (if applicable)

n/a



RECOMMENDED ACTION:

Council pass a motion to give the bylaw all three reads in four motions.

- Move that Bylaw #2022-12, Fire Service is hereby given first reading.
- Move that Bylaw #2022-12, Fire Service is hereby given second reading.
- Move that permission is hereby granted for the presentation of Bylaw #2022-12, Fire Service for all three readings at this meeting.
- Move that Bylaw #2022-12, Fire Service is hereby given third reading.

**TOWN OF CALMAR
BYLAW 2022-12
THE FIRE SERVICES BYLAW**

BEING A BYLAW OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF PROVIDING FIRE PROTECTION AND PRESERVATION OF LIFE AND PROPERTY WITHIN THE TOWN.

WHEREAS the *Municipal Government Act* provides that a council of a municipality may pass bylaws for municipal purposes respecting the following matters;

- a) the safety, health and welfare of people, and the protection of people and property;
- b) services provided by or on behalf of the municipality; and
- c) the enforcement of the bylaws;

AND WHEREAS the *Municipal Government Act* further provides that a municipality may pass bylaws to regulate, prohibit and impose a system of licenses, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires;

AND WHEREAS Council for the Town of Calmar wishes to provide for the prevention, regulation and control of the lighting of fires within the Town;

AND WHEREAS the Town of Calmar has entered into a service agreement with Leduc County respecting the provision of fire protection services within the boundaries of the Town of Calmar by Leduc County;

NOW THEREFORE the council of the Town of Calmar, in the Province of Alberta, duly assembled, enacts as follows:

- 1 This bylaw may be cited as the “**Fire Services Bylaw**”

PART 1 – INTERPRETATION

Definitions

- 2 In this bylaw:

- a) “Agreement” means the Fire Service Agreement entered into between the Town of Calmar and Leduc County respecting the provisions of Fire Protection within the boundaries of the Town by Leduc County;
- b) “Apparatus” means any vehicle provided with machinery, or Equipment for firefighting operated by or for Fire Services whether that vehicle operates on land, in the air, or on water;
- c) “Burnable Debris” means all combustible waste other than Prohibited Debris and is limited to, pallets and wood crating material, cardboard, normal office waste paper, brush and fallen trees in industrial burn barrels only;
- d) “Burning Hazard” means an actual or potential occurrence of fire or other combustion of organic material that could endanger human life or damage property;
- e) “Council” means the municipal council of the Town;
- f) “Dangerous Goods” means those products or substances which are regulated by the *Dangerous Goods Transportation and Handling Act*, R.S.A. 2000, c. D-4, as amended;
- g) “Equipment” means any tools, devices, materials or supplies used by or for Fire Services to respond to an incident;
- h) “False Alarm” means any notification, by whatever means received, to Fire Services respecting the existence of a condition, circumstance, fire or other event containing an imminent, serious danger to Persons or property, wherein such condition, circumstance, fire or other event does not, in fact, exist;
- i) “Fire Advisory” means an indication that a fire restriction or ban may be implemented if weather conditions don’t improve. If a fire advisory is issued, certain restrictions may be placed on burning;
- j) “Fire Restriction” means Fire Permits will not be issued. As well, all Fire Permits previously issued are suspended, as per the *Forest and Prairie Protection Act*. All

- open fires burning at the time the restriction comes into effect must be extinguished immediately. Use extreme caution when using approved fire pits;
- k) "Fire Ban" means Fire Permits will not be issued. As well, all Fire Permits previously issued are suspended, as per the *Forest and Prairie Protection Act*. All open fires burning at the time the restriction comes into effect must be extinguished immediately. All solid fuel outdoor burning is prohibited, the use of gas fueled barbecues, heaters and fire pits are allowed;
 - l) "Fire Chief" means the employee of Leduc County who is appointed Fire Chief for the Town, in accordance with the agreement, or their delegate;
 - m) "Fire Hazard" means combustible material that, through its nature, location, condition or arrangement, or any combination of those factors, may be ignited and, if ignited, could create a Burning Hazard;
 - n) "Fire Permit" means a permit issued by the Fire Chief or their designate authorizing the setting of a specific type of fire;
 - o) "Fire Protection" means any and all of the Fire Services enumerated in section 3 of this bylaw and includes any other service delivered by or for Fire Services that is authorized by Council;
 - p) "Fire Protection Charges" means all costs incurred by or for Fire Services in providing Fire Protection within the Town's boundaries, the rates of which are set out in the attached Schedule "A" forming part of this Bylaw;
 - q) "Fire Services" means the fire department established and organized by Leduc County to provide Fire Protection within the boundaries of the Town, in accordance with the agreement, and shall include all members and Fire Service property;
 - r) "Fire Service Property" means all real and personal property owned, controlled or used by Fire Services including but not limited to Apparatus, Equipment and fire stations;
 - s) "Incident" means a fire or a situation where a fire or explosion is imminent or any other emergency where there is a danger or possible danger to life or property;
 - t) "Incident Command" means the Fire Chief, or in the absence of the Fire Chief, the highest ranking Member who first arrives at the scene of an incident;
 - u) "Leduc County" means the municipal corporation of Leduc County;
 - v) "Member" means any individual who is duly appointed as a member of the Fire Services and includes the Fire Chief;
 - w) "*Municipal Government Act*" means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended;
 - x) "Municipal Tag" means a notice issued by the Town pursuant to the *Municipal Government Act* for the purpose of providing a Person with the opportunity to acknowledge a contravention of this Bylaw and to pay a penalty directly to the Town, in order to avoid prosecution for the contravention;
 - y) "*National Fire Code-2019 Alberta Edition*" means the *National Fire Code-2019 Alberta Edition*, passed pursuant to Alberta Regulation 21/2019, as amended;
 - z) "Peace Officer" means a member of the Royal Canadian Mounted Police, a Community Peace Officer employed by the Town, or a Bylaw Enforcement Officer appointed to enforce the Town's Bylaws;
 - aa) "Person" includes any individual, firm, partnership or body corporate;
 - bb) "Prohibited Debris" means any combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances;
 - cc) "Recreational Fire" means a fire confined within a non-combustible structure or container, which is lit for the purpose of cooking, obtaining warmth or viewing for pleasure and is fueled solely by dry wood, charcoal, natural gas or propane;
 - dd) "Smudge Fire" means a fire which is lit for the purpose of protecting livestock from insects or for protecting garden plants from frost using hay, straw or coal;
 - ee) "Town" means the municipal corporation of the Town of Calmar, or the geographical area of the Town, as applicable;
 - ff) "Town Manager" means the chief administrative officer of the Town, or their delegate; and
 - gg) "Violation Ticket" means a ticket issued pursuant to Part II of the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, as amended.

PART II – FIRE SERVICES

Fire Services

- 3 Council authorizes Leduc County to provide Fire Protection for and on behalf of the Town for the purpose of:
- a) preventing and extinguishing fires;
 - b) investigating the cause and origin of fires;
 - c) preserving life and property and protecting Persons and property from injury or destruction by fire;
 - d) preventing, combating and controlling fires;
 - e) carrying out preventable controls;
 - f) fulfilling the requirements of any mutual aid agreements with other municipalities;
 - g) maintaining and operating Apparatus and Equipment for extinguishing fires and preserving life and property;
 - h) providing rescue services for motor vehicle collisions, not including water or ice rescue;
 - i) conducting pre-fire planning and fire inspections;
 - j) providing public education and information regarding fire safety;
 - k) training or other Member development; and

in accordance with the Agreement, this Bylaw, policies and guidelines established by the Town from time to time and all applicable legislation.

Authority and Responsibility of Incident Command

- 4
- (a) Incident Command at an incident shall have control, direction and management of all Apparatus, Equipment and manpower assigned to that incident and shall continue to act as Incident Command until relieved by another Member authorized to do so.
 - (b) Incident Command shall take action as deemed necessary for the preserving life and property and protecting Persons and property from injury or destruction by fire or other emergency and is authorized to:
 - i. enter, pass through or over buildings, structures or property whether adjacent or in proximity to an incident and to cause Members or Apparatus to enter or pass through or over building, structure or property without permission;
 - ii. establish boundaries or limits to keep Persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the member in charge;
 - iii. request Peace Officer to enforce restrictions on Persons entering within the boundaries or limits outlined in subsection (b);
 - iv. cause a building, structure or thing to be pulled down, demolished or otherwise removed;
 - v. request Town manpower and Equipment considered necessary to deal with an incident; and
 - vi. require and adult person who is not a Member, to assist in:
 - A. extinguish a fire or preventing the spread thereof;
 - B. removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
 - C. demolishing a building or structure at or near the fire or other incident.

PART III – FIRES AND FIRE PERMITS

Permitted and Prohibited Fires

- 5
- (a) No Person shall light or cause to be lit any outdoor fire, or permit any outdoor fire upon land owned or occupied by them or under their control, unless the Person holds a valid permit and subsisting fire permit or the fire is exempt from the requirement for a Fire Permit under this Bylaw.
 - (b) No Person shall burn or cause to be burned any Prohibited Debris.
 - (c) A Fire Permit is not required under this Bylaw for Recreational Fire on a residential lot provided that:

- i. a minimum of 3 metres clearance, measured from the nearest fire pit edge, is maintained from buildings, property lines, or other combustible material;
 - ii. the fire pit shall be surrounded by non-combustible surface extending 1 metre in circumference of the fire pit;
 - iii. the fire pit height does not exceed 61cm when measured from the surrounding grade to the top of the pit opening;
 - iv. the fire pit opening does not exceed 1 metre in width or in diameter when measured between the widest points or outside edge;
 - v. the fire pit installation has enclosed sides made from bricks, concrete blocks, heavy gauge metal, or other non-combustible materials acceptable to the Fire Chief; and
 - vi. a spark arrestor mesh screen with openings no larger than 1.25cm and constructed of expanded metal is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazard of airborne sparks or embers.
- (d) This Bylaw does not apply to:
- i. an outdoor fire lit by Fire Services for training or preventive control purposes;
 - ii. an outdoor fire that is a flare stack used in the petroleum industry; or
 - iii. a fire confined to an incinerator regulated under the *Environmental Protection and Enhancement Act*.
- (e) Smudge Fires are prohibited within the Town
- (f) A Fire Permit is required for any industrial burning barrel subject to:
- i. an inspection from the Fire Chief or designate of burning barrel;
 - ii. burning barrels are for Burnable Debris only; and
 - iii. a permit may be issued on an ongoing basis, to a maximum of one year, at which point a re-inspection and new permit is required.

Fire Permits

- 6 (a) Upon receipt of an application for a Fire Permit the Fire Chief may, in his discretion, refuse a Fire Permit or issue a Fire Permit with, or without, conditions.
- (b) A Fire Permit shall include:
- i. the full name and contact information of the permit holder;
 - ii. the dates for which the permit is valid; and
 - iii. the location where the fire may be lit;
- all of which constitute terms and conditions of the Fire Permit.
- (c) A Fire Permit may include any further terms and conditions that the Fire Chief deems advisable for the safe conduct of the fire.
- (d) A Fire Permit is not transferable from one Person to another or from one location to another.

Permit Holder Responsibilities

- 7 (a) Every Person who sets a fire under authority of a Fire Permit shall:
- i. keep the permit at the site of the fire;
 - ii. produce the permit to a Member or a Peace Officer upon demand;
 - iii. have a responsible adult person in attendance at the fire at all times;
 - iv. keep the fire under control;
 - v. extinguish the fire before expiration of the permit or upon cancellation of the permit; and
 - vi. be responsible for any costs incurred by Fire Services when called upon to extinguish such fire if, in the opinion of the Fire Chief, the fire is a hazard to Persons or property.

Revocability of Permit

- 8 (a) A Person to whom a Fire Permit has been issued and any Person carrying out an activity otherwise regulated, restricted or prohibited by this bylaw pursuant to such Fire Permit, shall comply with any terms or conditions forming part of the Fire Permit.
- (b) A Person shall not make any false or misleading statements or provide any false or misleading information to obtain a Fire Permit pursuant to this Bylaw.
- (c) If any terms or condition of a Fire Permit issued pursuant to this Bylaw is contravened or if a false or misleading statement or false or misleading information was provided to obtain the permit, the Fire Chief may immediately cancel the permit.

Proof of Permit

- 9 The onus of providing a Fire Permit has been issued in relation to any activity otherwise regulated, restricted or prohibited by this Bylaw is on the Person alleging the existence of such a Fire Permit on a balance of probabilities.

Fire Conditions

- 10 (a) The Fire Chief in consultation with the Town Manager, from time to time, set conditions to advise, restrict or ban all fires in the Town, whether requiring a Fire Permit or not, when in the opinion of the Fire Chief, the prevailing environmental conditions give rise to an increased risk of a fire running out of control.
- (b) The condition imposed pursuant to subsection (1) above, shall remain in force until either the date provided in the notice of the condition or until such time as the Fire Chief provides notice to the public the condition is no longer in effect.
- (c) Notice of the condition shall be provided to the public. Notice may be in the form of signs posted throughout the Town, in locations to be determined by the Fire Chief, through a public service message on the local radio stations, or by any other means which the Fire Chief determines is appropriate for the purpose of informing the public.

Fire Protection Charges

- 11 (a) Upon Fire Services providing Fire Protection on a parcel of land within the Town's boundaries, the Town may, in its sole and absolute discretion, charge any or all of the following Persons, namely:
- i. the Person or Persons causing or contributing to the fire;
 - ii. the occupant of the parcel of land;
 - iii. the owner of the parcel of land;
- Fire Protection charges, and all Persons charged are jointly and severally liable for payment of the Fire Protection Charges to the Town.
- (b) Fire Protection Charges shall be paid within (30) days of receipt of an invoice.
- (c) Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the Town is entitled to on the parcel of land in respect of which the indebtedness is incurred.
- (d) The owner of the parcel of land within the Town to which Fire Protection is provided is liable for Fire Protection Charges incurred and the Town may add to the tax roll of the parcel of land all unpaid Fire Protection Charges, which forms a special lien against the parcel of land in favour of the Town from the date the amount was added to the tax roll, in accordance with section 553 of the *Municipal Government Act*.

Reporting Requirements

- 12 (a) The owner or their authorized agent of any property damage by fire shall immediately report to Fire Services the particulars of the fire to the satisfaction of the Fire Chief.
- (b) The owner or their authorized agent of any property containing a Dangerous Good(s) product which sustains an accident or unplanned release of the Dangerous Good(s) product shall immediately report to the Fire Chief particulars of the release to the satisfaction of the Fire Chief.

Fire Hydrants

- 13 (a) No Person, other than a Member, authorized employee or agent of the Town shall, without prior approval from the Town, affix any tool, hose or other device to any hydrant or fire hydrant valve.
- (b) No person, other than a Member, authorized employee or agent of the Town shall, without prior approval from the Town, paint, deface or tamper with any fire hydrant or any portion thereof.

Effective Date

- 14 This Bylaw comes into force on the day it is given final reading and further that Bylaw 2020-20 is rescinded.

READ A FIRST TIME THIS 21st DAY OF MARCH, 2022

READ A SECOND TIME THIS 21st DAY OF MARCH, 2022

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 21st DAY OF MARCH, 2020

Mayor Carnahan

Acting CAO Anderson

This Bylaw signed this 21st day of March, 2022.

Schedule "A"

Fire Services – Fees and Charges

- i. Fire and Rescue Operations on all Highways/Roadways, provincial and non-provincial, /hr./unit which includes but not limited to, motor vehicle, train or aircraft emergencies, including fire suppression, rescue, spill clean-up and/or extrication services. Cost replacement of equipment and/or materials used, lost or damaged as a result of the response. /hr./unit or any portion thereof. As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. (\$615.00)
- ii. Fire and Rescue Operations in response to local state of emergencies request from other municipalities for services that do not have mutual aid or service agreements in place with Leduc County. As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. (\$615.00)
- iii. Utility Companies requests for Public Safety/Standby services for emergency resources to provide/monitor/manage perimeter isolation/control zones. As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. (\$615.00)
- iv. Command Units for all calls As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. (\$185.00)
- v. Cellulose Insulation Removal and/or disposal fee – Insurance Company cost recovery only, billed to insurance company.
- vi. Providing security and/or fire watch for a fire scene where the insurance adjuster could not be reached to provide security. /hour. (\$100.00)
- vii. Fire Services site inspections at the request of the owner/occupant of the premises shall carry the following fees:

First hour, or any portion thereof	\$80.00 + GST
Each additional hour, or part thereof	\$80.00 + GST
- viii. Fire Investigation services, to determine the cause and origin of any fire as per Quality Management Plan the following fees apply:
 - ix.
 - x. First hour, or any portion thereof \$80.00 + GST
 - xi. Each additional hour, or part thereof \$80.00 + GST
 - xii. Providing Fire Investigation reports for insurance companies (1) page summary \$50.00 + GST



Leduc and District Regional Waste Management Commission

c/o City of Leduc #1 Alexandra Park, Leduc, AB T9E 4C4 Ph. (780) 980-7199 Fax (780) 980-7127

March 04, 2022

Town of Calmar
P.O. Box 750
CALMAR, AB
TOC 0V0

ATTENTION: MS. DONNA ANDERSON, ACTING TOWN MANAGER

Dear Ms. Anderson:

**RE: Leduc & District Regional Waste Management Commission
Land Transfer**

As discussed with your Board member at the Leduc & District Regional Waste Management Commission Board meeting on February 16th, 2022, we are requesting that land held in trust by Leduc County for the Leduc & District Regional Waste Management *Authority* be transferred to the Leduc & District Regional Waste Management *Commission*.

In order to enable this, we are requesting member municipalities to pass a resolution. Attached please find a 'draft' Council request for decision.

We request that following the passing of the resolution, your municipality sign off on the attached Transfer Agreement.

If you require any further information or have any questions, please contact Mike Pieters by phone or email as noted.

Yours sincerely,

Mike Pieters
Commission Manager
(780) 980-7151
mpieters@leduc.ca

MP/mjs

Attachments
p.c. Councillor Don Faulkner

THIS TRANSFER AGREEMENT made effective the ___ day of _____, 2022.

BETWEEN:

LEDUC COUNTY
(hereinafter referred to as the "Trustee")

OF THE FIRST PART

- and -

**LEDUC COUNTY, CITY OF LEDUC, CITY OF BEAUMONT,
TOWN OF CALMAR, and TOWN OF DEVON**
(hereinafter referred to as the "Beneficial Owners")

OF THE SECOND PART

- and -

THE LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION
(hereinafter referred to as the "Commission")

OF THE THIRD PART

TRANSFER AGREEMENT

WHEREAS:

- A. The Beneficial Owners were members of the Leduc and District Regional Waste Management Authority (the "Authority"), which was constituted to operate and maintain a regional landfill facility, and the Beneficial Owners directed the Authority to purchase the lands legally described as:

**MERIDIAN 4 RANGE 24 TOWNSHIP 49
SECTION 29
THE NORTH HALF OF THE NORTH WEST QUARTER
CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter referred to as the "First Parcel");

- B. As the Authority could not legally hold title to the Lands, the Beneficial Owners entered into a Trust Agreement dated October 12, 2001 appointing Leduc County as the Trustee that would hold the Lands in trust for the Authority and the Beneficial Owners;
- C. The Beneficial Owners and the Trustee then amended the Trust Agreement on August 26, 2003 (the "Amended Trust Agreement") to add an additional parcel of land to the regional landfill facility, legally described as:

- 2 -

**MERIDIAN 4 RANGE 24 TOWNSHIP 49
SECTION 32
ALL THAT PORTION OF THE SOUTH WEST QUARTER
WHICH LIES SOUTH OF A LINE DRAWN THROUGHOUT AND AT RIGHT
ANGLES TO THE WEST BOUNDARY 402.3 METRES NORTHERLY FROM
THE SOUTH WEST CORNER THEREOF, CONTAINING 32.4 HECTARES
(80 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(together with the First Parcel, the "Lands");

- D. The Leduc and District Regional Waste Management Commission (the "Commission") was established as a regional services commission under Ministerial Order No. MSD:091/21 dated September 13, 2021;
- E. Under section 602.05 of the *Municipal Government Act*, RSA 2000, c M-26, a commission is a corporation and so the Commission may now hold title to the Lands;
- F. The Beneficial Owners hereby confirm that the Trustee has the authority to transfer the legal and beneficial interest in the Lands to the Commission and then wish to terminate the Amended Trust Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties hereto agree as follows:

- 1. Each Beneficial Owner hereby provides its consent, authorization and approval for the Trustee to transfer its legal and beneficial interest in the Lands to the Commission (the "Transfer").
- 2. Upon the completion of the Transfer, the Amended Trust Agreement shall terminate.
- 3. This Transfer Agreement may be executed in counterpart and by facsimile, .pdf or other electronic form of communication with a copy being of the same force and effect as an original.

[remainder of page left intentionally blank]

WHEREFORE the authorized signatories of the parties have signed this Agreement effective the date first above written.

LEDUC COUNTY

Per: _____
Name:
Title

CITY OF LEDUC

Per: _____
Name:
Title

CITY OF BEAUMONT

Per: _____
Name:
Title

TOWN OF CALMAR

Per: _____
Name:
Title

TOWN OF DEVON

Per: _____
Name:
Title

**THE LEDUC AND DISTRICT
REGIONAL WASTE
MANAGEMENT COMMISSION**

Per: _____
Name:
Title

Amending Agreement

BETWEEN:

LEDUC COUNTY (the "Trustee")

OF THE FIRST PART

- and -

**LEDUC COUNTY, CITY OF LEDUC, TOWN OF BEAUMONT,
TOWN OF CALMAR and TOWN OF DEVON (the "Beneficial Owners")**

OF THE SECOND PART

WHEREAS the Beneficial Owners and the Trustee entered into a Trust Agreement a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Parties wish to amend the said Trust Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained, the Beneficial Owners and the Trustee agree as follows:

1. Clause 1.1(e) of the Trust Agreement is amended to add the following:

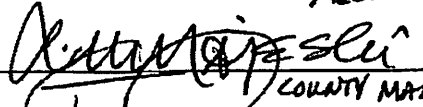
"and

**MERIDIAN 4, RANGE 24, TOWNSHIP 49
SECTION 32,
THE SOUTH HALF OF THE SOUTH WEST QUARTER,
CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS,
EXCEPTING THEREOUT ALL MINES AND MINERALS,
TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED
THEREON"**

- 2. In all other respects the Trust Agreement remains in force and unamended.

Leduc County

Approved by resolution of Council
dated 651-03; July 22, 2003

Edward Ghebocha
RECIE

 COUNTY MANAGER

City of Leduc

Approved by resolution of Council
dated 175/2003 July 14, 2003



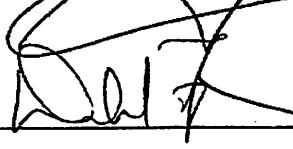
Town of Beaumont

Approved by resolution of Council
dated 03/08/05 August 26, 2003



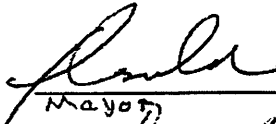
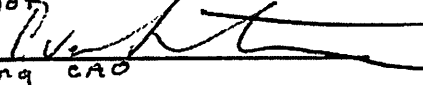
Town of Calmar

Approved by resolution of Council
dated R-03-07-04 JULY 7, 2003



Town of Devon

Approved by resolution of Council
dated 279/2003 July 14, 2003


 Mayor
 Bob McDonald
 Town of Devon
 Mayor

 Acting CAO

Schedule "A"

Trust Agreement

BETWEEN:

LEDUC COUNTY (the "Trustee")

OF THE FIRST PART

- and -

**LEDUC COUNTY, CITY OF LEDUC, TOWN OF BEAUMONT,
TOWN OF CALMAR and TOWN OF DEVON (the "Beneficial Owners")**

OF THE SECOND PART

WHEREAS the Beneficial Owners are members by agreement of the Leduc and District Regional Waste Management Authority which was constituted to operate and maintain a Regional Landfill Facility;

AND WHEREAS the Beneficial Owners have authorized the Authority to negotiate the purchase of the Lands;

AND WHEREAS the Beneficial Owners recognize that the Authority cannot hold title to the Lands in its own name and have therefore requested that the Trustee hold title to the Lands in the Trustee's name in trust for the Authority and the Beneficial Owners;

AND WHEREAS the Trustee is prepared to hold title to the Lands in trust for the Authority and the Beneficial Owners on the terms and subject to the conditions as set out in this Agreement;

NOW WHEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained, the Beneficial Owners and the Trustee agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this agreement, the following terms when capitalized shall have the following meanings:

- (a) **"Agreement"** means this agreement;
- (b) **"Authority"** means the Leduc and District Regional Waste Management Authority of which the Beneficial Owners are members by agreement;
- (c) **"Authority Agreement"** means the agreement for the formation and operation of the Leduc and District Regional Waste Management Authority, and includes any addenda and amendments thereto;

(d) **"Beneficial Owners"** means the Leduc County, City of Leduc, the Town of Beaumont, the Town of Calmar and the Town of Devon;

(e) **"Lands"** means those lands legally described as:

MERIDIAN 4, RANGE 24, TOWNSHIP 49,
SECTION 29,
THE NORTH HALF OF THE NORTH WEST QUARTER, CONTAINING 32.4
HECTARES (80 ACRES) MORE OR LESS, EXCEPTING THEREOUT ALL
MINES AND MINERALS, TOGETHER WITH ALL IMPROVEMENTS
CONSTRUCTED THEREON;

(f) **"Trustee"** means Leduc County.

2. DECLARATION OF TRUST

2.1 The Trustee does hereby acknowledge and declare that it holds all of the estate and interest acquired in the Lands by the Trustee in trust for the benefit and ownership of the Authority and the Beneficial Owners. All necessary approvals for a change in use of the Lands are still required before the Lands may be used as part of the Regional Landfill Facility. This Agreement does not constitute a development permit, a development agreement or other regulatory approval granted by the Trustee, and it is understood and agreed that the Authority shall obtain all approvals and permits which may be required by the Trustee or any governmental authority.

2.2 The Trustee does further acknowledge and declare that all profits and advantages derived or accruing from the Lands shall go to the Authority.

3. POWERS OF THE TRUSTEE

3.1 The Beneficial Owners authorize the Trustee to hold the title to the Lands and the Trustee shall permit the Authority to manage the Lands in accordance with the Authority Agreement.

3.2 The Beneficial Owners authorize the Trustee and the Trustee agrees that it shall permit the Authority to collect for the use of the Authority all rents and profits from the Lands, and that the Authority shall pay all expenses and costs incurred in connection with the Lands.

3.3 The Beneficial Owners authorize the Trustee and the Trustee agrees that it shall enter any lease with respect to the Lands as it may be requested to do so from time to time by the Authority in order that the Lands may be used for farming.

3.4 The Beneficial Owners authorize the Trustee and the Trustee agrees that it shall on request in writing of the Authority transfer the Lands at such price and on such terms as the Authority deems advisable and the proceeds thereof shall go to the Authority.

Notwithstanding the foregoing, this provision shall in no way operate to limit any requirement of the Municipal Government Act, or of any other Act of the Province of Alberta, that the Council of the Trustee must first consent, authorize or approve before a municipality other than the Trustee may acquire an interest or estate in the Lands.

4. INDEMNITY

- 4.1 The Authority hereby agrees to indemnify and save harmless the Trustee from any and all claims, demands, costs, expenses and penalties whatsoever, including any and all legal costs on a solicitor and own client basis, arising out of or in relation to the Trustee holding the Lands including any lease that the Trustee has entered into pursuant to Clause 3.3 of this Agreement.
- 4.2 The Beneficial Owners agree that the Authority has the power to pay any and all costs and expenses associated with the Lands, and the Authority hereby agrees to pay all such costs and expenses.

5. INSURANCE

- 5.1 The Authority shall carry comprehensive general liability insurance with insurable limits of no less than One Million (\$1,000,000.00) Dollars for each occurrence or accident. The insurance shall show the Trustee and the Authority as named insureds.
- 5.2 The Trustee may require the Authority to increase the insurance, or to obtain insurance more suited to the particular use of the Lands, if it shall appear to the Trustee that the insurance obtained is insufficient or inadequate to protect the Trustee's exposure to risk.

6. PURCHASE MONIES

- 6.1 The Authority and the Beneficial Owners agree that the monies for the purchase of the Lands shall come from the Authority's reserves.

7. COMPLIANCE WITH THE MUNICIPAL GOVERNMENT ACT (ALBERTA)

- 7.1 The Trustee hereby acknowledges and declares that all approvals, consents and authorizations which the Trustee or the Council of the Trustee may be required to obtain or give under the *Municipal Government Act (Alberta)* in respect of the within Trusteeship have been obtained, and the Trustee has complied with all requirements set forth in the said Act pertaining to the acquisition of any interest in the Lands by the Beneficial Owners.
- 7.2 The Beneficial Owners hereby acknowledge and declare that all approvals, consents and authorizations which the Beneficial Owners or the Councils of the Beneficial Owners may be required to obtain or give under the *Municipal Government Act (Alberta)* in respect of the within acquisition of the Lands have been obtained, and the Beneficial Owners have

complied with all requirements set forth in the said Act pertaining to the acquisition of any interest in the Lands by the Beneficial Owners.

8. COUNTERPART EXECUTION

8.1 This Agreement may be executed by the parties in counterparts and the execution of this Agreement may be communicated by facsimile transmission, and all counterparts when so executed and taken together shall be of the same force and effect as if all of the parties hereto had executed the same document. Notwithstanding the foregoing this Agreement shall not be effective until title to the Lands has been transferred into the name of the Trustee.

9. FURTHER ASSURANCES

9.1 Time shall be of the essence in this Agreement, and in the event of there being given any extension of time for the performance of an obligation by or to the parties hereto, then time shall continue to remain of the essence notwithstanding such extension.

9.2 The parties agree that the waiver of the strict performance of any condition, covenant or stipulation in this Agreement shall not of itself constitute a waiver of or abrogate such covenant, condition or stipulation, nor be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

9.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, memoranda of understanding, negotiations and discussions, whether oral or written. There are no representations, warranties, covenants, collateral agreements or conditions between the parties respecting the subject matter of this Agreement (whether written or oral, express or implied, statutory or otherwise) except as specifically set out in this Agreement in writing.

9.4 This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

9.5 The headings of all sections herein are inserted as a matter of convenience only and for reference only and in no way define, limit, describe or enlarge the scope, intent or meaning of this Agreement or any provisions hereof or the proper construction of this Agreement.

10. ENUREMENT

10.1 This Agreement and all covenants and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns and shall be read with all of the necessary grammatical changes required to make the provisions hereof apply to one or more corporations, partnerships, trusts, and individuals (both male and female) as may be required by the context.

Leduc County

Approved by resolution of Council
dated September 25, 2001.

(Motion # 751-01)

86

~~City of Leduc~~ **Town of Beaumont**

Approved by resolution of Council
dated October 9, 2001.

(Resolution # 01/10/06)

~~Town of Beaumont~~ **City of Leduc**

Approved by resolution of Council
dated October 9, 2001 (210/2001)

Town of Calmar

Approved by resolution of Council
dated October 1, 2001

(Resolution 0-10-07)

Town of Devon

Approved by resolution of Council
dated October 12, 2001

/109397-1.doc;27/09/01

SIGNED:

Edward Reeve

REEVE

Richard J. J. J.
COUNTY MANAGER

[Signature]

[Signature]

[Signature]

[Signature]
Diana Taylor

**ADDENDUM
TO THE LEDUC & DISTRICT REGIONAL
WASTE MANAGEMENT AUTHORITY AGREEMENT**

WHEREAS Leduc County, the City of Leduc, the Town of Beaumont, the Town of Calmar and the Town of Devon are by agreement (the "Authority Agreement") the Participating Municipalities in the Leduc & District Regional Waste Management Authority (the "Authority");

AND WHEREAS Leduc County, the City of Leduc, the Town of Beaumont, the Town of Calmar and the Town of Devon (the "Participating Municipalities") have agreed to enter into a trust agreement (the "Trust Agreement") for the purpose of Leduc County holding title to certain lands (the "Lands");

AND WHEREAS the Participating Municipalities have agreed that the Authority shall give certain indemnities to Leduc County in the Trust Agreement;

AND WHEREAS the Participating Municipalities wish to give further indemnities to the Authority and to each other;

AND WHEREAS the Participating Municipalities therefore wish to amend the Authority Agreement;

NOW WHEREFORE this Agreement witnesseth that in consideration of the mutual covenants herein contained, the Participating Municipalities agree that the Authority Agreement is hereby amended as follows:

1. The Authority is hereby given the power to indemnify Leduc County for acting as trustee in the Trust Agreement.
2. Each Participating Municipality agrees that in the event that by agreement or otherwise one or more of the Participating Municipalities becomes liable for any claim, demand, cost, expense or penalty arising out of the operation of the Landfill and the operations of the Authority, the respective liability of each of the Participating Municipalities, as between themselves, shall be proportional to the historical requisition tonnage of the Participating Municipality's contribution to the landfill operations of the Authority, and that such historical requisition tonnage shall be based on all available records. Each of the Participating Municipalities agrees to indemnify and save harmless the other Participating Municipalities to the extent of their respective proportion of the historical requisition tonnage. This indemnity shall be without prejudice to claims of action as against a particular Participating Municipality who by reason of its own specific action or inaction (separate and apart from the activities of the Authority as a whole) has caused or contributed to the claim, demand, cost, expense or penalty. However, a Participating Municipality shall not be liable for claims, demands, costs, expenses or penalties arising solely because a particular waste was generated from within its boundaries.

3. If a dispute arises between the parties with respect to the proportion of the indemnities that each of the Participating Municipalities is liable for in this Agreement that such dispute shall be submitted to binding arbitration in accordance with the following. The party desiring the arbitration may require the arbitration by giving a written notice to arbitrate to the other parties. In such event, the parties shall within ten (10) days after the giving of such notice to arbitrate, agree upon a sole arbitrator who shall determine the dispute having regard to all the provisions of this Agreement (provided that if the parties fail to agree on the nomination of an arbitrator, either of the parties to the arbitration may apply upon notice to the other to a Justice of the Court of Queen's Bench of Alberta who shall have jurisdiction to nominate such arbitrator). The decision of the arbitrator shall be binding upon the parties. The cost of the arbitration shall be borne equally between the parties to the arbitration unless the arbitrator shall otherwise decide. Except as to matters otherwise provided herein, the provisions of the Arbitration Act of Alberta (or any successor statute) shall apply.

Leduc County

Approved by resolution of Council dated September 25, 2001.
(Resolution # 751-01)

City of Leduc

Approved by resolution of Council dated October 9, 2001 (210/2001)

Town of Beaumont

Approved by resolution of Council dated October 9, 2001.
(Resolution # 01/10/06)

Town of Calmar

Approved by resolution of Council dated October 1, 2001.
Resolution 01-10-07

Town of Devon

Approved by resolution of Council dated October 12, 2001.

SIGNED:

Edward G. Hubochan
REEVE

Kelli Wojcik
COUNTY MANAGER

[Signature]

[Signature]

[Signature]

[Signature]
Dianna Duff

COUNCIL REQUEST FOR DECISION

MEETING DATE: Click or tap to enter a date.

SUBMITTED BY:

PREPARED BY:

REPORT TITLE: Leduc & District Regional Waste Management Commission Land Transfer

EXECUTIVE SUMMARY

With the establishment of the Leduc and District Regional Waste Management Commission (LDRWMC) in September 2021, the Commission is now able to hold assets that it was unable to do as an Authority. Land previously purchased by the of the Leduc and District Regional Waste Management Authority (LDRWMA) had been placed in trust by Leduc County. The Commission is requesting that member municipalities approve a resolution transferring the land held in trust by Leduc County to LDRWMC. The trust agreement is attached to this document.

RECOMMENDATION

That Council approves the transfer of the parcels of land identified in attached transfer agreement from the Trustee, Leduc County, to the Leduc and District Regional Waste Management Commission

That Council approve the Leduc County Transfer of Land authorizing the land to be removed from trust and transferred to LDRWMC

That Council approve the assignment of lease of the land leased by Lois and Ralph Shute to LDRWMC

That Council authorize County Manager to execute the agreements

COUNCIL HISTORY

Council has, by previous resolutions in 2001 and 2003, had referenced lands placed in Leduc County trust.

BACKGROUND / RATIONALE

In 2001, LDRWMA purchased quarter section NW29-49-24-W4 and signed an agreement with Leduc County to hold the land in trust as the Authority could not hold title to lands. In 2003, LDRWMA purchased another quarter section SW32-49-24-W4 which was also placed in the trust of Leduc County, via an addendum to existing trusting agreement. Both parcels were purchased to allow the landfill to expand its capacity as the existing site filled. In 2021, the Authority applied to become a commission and authorization was given in September 2021. As a commission, LDRWMC now has the authority to hold assets including land.

STRATEGIC / RELEVANT PLANS ALIGNMENT


LDRWMC receives solid waste from the Leduc County and 4 other member municipalities. Leduc County has a board member on the Commission.

COUNCIL REQUEST FOR DECISION

ATTACHMENTS

1. Transfer Agreement
2. Transfer of Land Graphic
3. Trust Agreement including Addendum
4. Assignment of Lease

RR 245

 Land to be Transferred

Leduc & District Regional Waste Management Facility

Saunders Lake




SW32 - 49 - 24 - W4

NW29 - 49 - 24 - W4

Telford Lake

RR 244

RR 245



LEDUC & DISTRICT
WASTE MANAGEMENT
FACILITY



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21, 2022
Originated By:	Library Director Parkinson
Title:	Library Board Appointments
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	8 B

BACKGROUND/PROPOSAL:

At the regular meeting of Council on February 22, 2022 Council passed a motion appointing members to the library board as presented. Council did not give terms to the appointments.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In a letter received from Susan Parkinson, Director of Library Services at Calmar Public Library, she pointed out that to be in compliance with the Library Act, the board appointments made February 22, 2022 must include the appointee’s term of service.

The Board recommended appointments are:

- Edward Sharpe 3-year term starting May 1, 2022
- Patricia Hughes-Fuller 3-year term starting May 1, 2022
- George Egler 3-year term starting May 1, 2022

Each of the above individuals have been on the Library Board for one complete term of 3 years.

Option 1

Council pass a motion to accept the Library Board appointments as recommended and appoint the following as members of the Library Board:

- Edward Sharpe 3-year term starting May 1, 2022
- Patricia Hughes-Fuller 3-year term starting May 1, 2022
- George Egler 3-year term starting May 1, 2022
-

Option 2

Council pass a motion to refer the matter back to Administration for further information.



COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

Council pass a motion to accept the Library Board appointments as recommended and appoint the following as members of the Library Board:

- Edward Sharpe 3-year term starting May 1, 2022
- Patricia Hughes-Fuller 3-year term starting May 1, 2022
- George Egler 3-year term starting May 1, 2022

Calmar Public Library
Box 328
4705-50 Avenue
Calmar, Alberta
T0C 0V0

March 15, 2022

Town of Calmar Council
Box 750
4901-50 Avenue
Calmar, Alberta
T0C 0V0

RE: February Board Re-appointments

Dear Mayor and Council,

Thank you for addressing the Library Board's request to re-appoint George Egler, Patricia Hughes-Fuller, and Edward Sharpe at the February 22, 2022 council meeting. In the past I would receive a letter/email confirming the appointments with the term length included. I would then send this information to Public Library Services Branch. This year, I sent the draft of the Feb. 22, 2022 Council minutes for their files. I have recently been contacted by the Public Library Services Branch that the minutes regarding the re-appointments need to clarify a term length for each of the re-appointments. In the request letter, sent on the Boards behalf, everyone requested they remain on the Board for another 3-year term.

Public Library Services Branch has requested that Council make this clarification at the next available council meeting so that it is in the minutes. Doing so will satisfy the requirements of Board Appointments in the Libraries Act.

It was noted that Cindy Miller requested to be re-appointed to the Library Board. Ms. Miller's request was made independently from the Board due to section 4.4 of the Library Act which states:

"A member of the municipal board is eligible to be reappointed for only 2 additional consecutive terms of office, unless at least 2/3 of the whole council passes a resolution stating that the member may be reappointed as a member for more than 3 consecutive terms"

As Ms. Miller has served 3 terms on the Board for a total of 9 years Council is required to pass a resolution to reappoint her for a one, two, or three-year term.

Please advise me as to which Council meetings this matter will be addressed during, and I will ensure I am present to answer any questions.

Sincerely,


Susan Parkinson
Director of Library Services
Calmar Public Library



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21, 2022
Originated By:	Library Director Parkinson
Title:	Library Board Appointments
Approved By:	Acting Chief Administrative Officer, Anderson
Agenda Item Number:	8 C

BACKGROUND/PROPOSAL:

At the regular meeting of Council on February 22, 2022 Council passed a motion appointing Cindy Miller to the library board without a term for the appointment.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In a letter received from Susan Parkinson, Director of Library Services at Calmar Public Library, she pointed out that any board appointment must include the appointee’s term of service to be in compliance with the Library Act.

Cindy Miller requested to be reappointed to the Library Board. Ms. Miller’s request was made independently from the Board’s recommendation due to section 4.4 of the Library Act which states:

“A member of the municipal board is eligible to be reappointed for only 2 additional consecutive terms of office, unless at least 2/3 of the whole council passes a resolution stating that the member may be reappointed as a member for more than 3 consecutive terms.”

Ms. Miller has served three terms on the Board for a total of nine years. If Council wishes for Ms. Miller to continue her service on the Library Board, Council is required to pass a resolution to reappoint her for a 1, 2- or 3-year term, if Council chooses to do so.

Option 1

Council pass a motion to accept Ms. Miller’s request to continue her service on the Library Board for 1,2-or 3-year term starting May 1, 2022



Option 2

Council decides that a resolution is not required and thanks Ms. Miller for her dedication and service to the Library Board.

Option 3

Council pass a motion to refer the matter back to Administration for further information.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

Due to the unique situation involving the resolution, as outlined in the Library Act, there is no recommendation.



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21 st 2022
Originated By:	Acting CAO Anderson
Title:	Leduc County Fire Service Agreement
Approved By:	Acting CAO Anderson
Agenda Item Number:	8 D

BACKGROUND/PROPOSAL:

In December 2021 the agreement with Leduc County Fire Services expired. The Fire Services Advisory Committee met with the focus of working on amendments to renew this agreement.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The agreement with Leduc County Fire Department is a long-standing agreement with provides fire services to the town of Calmar. The agreement is for a 5-year term and is to be reviewed annually.

Option 1

Council pass a motion to sign the 5-year agreement with Leduc County Fire Services.

Option 2

Council pass a motion accept this agreement as information.

Option 3

Council pass a motion to refer the agreement back to administration for more information.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

Council pass a motion to sign the 5-year agreement with Leduc County Fire Services.

FIRE SERVICES AGREEMENT

THIS AGREEMENT MADE THIS ___ DAY OF _____ 20___ A.D.

BETWEEN:

LEDUC COUNTY
(hereinafter called the 'County')

OF THE FIRST PART

- and -

TOWN OF CALMAR
(hereinafter called the 'Town')

OF THE SECOND PART

WHEREAS the County and the Town are neighboring municipalities that border each other;

AND WHEREAS the Town requires the provision of Fire Services, within the Town borders;

AND WHEREAS the County has agreed to provide the following services to the Town;

NOW THEREFORE THIS AGREEMENT WITNESSETH that under the authority of a Bylaw passed by the County and the Town, pursuant to the *Municipal Government Act*, as amended from time to time, the parties agree as follows:

1. Definitions

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "**Advisory Committee**" means the Leduc County Regional Fire Services Advisory Committee comprised of two elected representatives from the Town, County or designate and the County Fire Chief, in accordance with the terms of reference as set forth in Schedule "B";
- (b) "**Agreement**" means this agreement once executed by all parties;
- (c) "**CPI**" means the consumer price index for all goods as calculated by Statistics Canada from time to time for the Province of Alberta;
- (d) "**County Fire Chief**" means the person appointed and employed by the County to administer the County Fire Services in accordance with policies and bylaws of the County and to oversee the provision of regional Fire Services to the Town; and

- (e) **"Fire Services"** means those services to be provided by the County to the Town as set forth in both Schedule "A" and Schedule "D" hereto.

2. TERM

2.1 Term of Agreement

The term of this Agreement shall be from January 1, 2022 and shall terminate on December 31, 2027.

2.2 Annual Review

The County and the Town shall meet no less than annually to review the terms of this Agreement and the County's provision of the Services to determine if the Agreement requires revisions. The parties acknowledge that there is no obligation to amend the Agreement unless there is mutual agreement respecting same.

3. DISPUTE RESOLUTION

3.1 Dispute Resolution

If any dispute arises between the Parties hereto regarding the interpretation, application or operation of this Agreement or any part of it shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "C".

3.2 Continuing Performance

Notwithstanding that the Dispute Resolution Procedure is involved, the Parties shall continue to perform their obligations described in this Agreement until such time as the Dispute Resolution Procedure is complete.

4. NOTICES

4.1 Notices

Unless otherwise stated in this agreement, all notices and correspondence exchanged between the Town and County to fulfill the obligations of this agreement shall be sent by the following methods: confirmed facsimile, personal delivery, email, mail or courier to:

- (a) **Town of Calmar**
Box 750

4901 – 50th Ave
Calmar, AB T0C 0V0
Attention: Chief Administrative Officer
Email: DAnderson@calmar.ca

- (b) **Leduc County**
Suite 101
1101 – 5th Street
Leduc, AB T9E 2X3
Attention: County Manager
Email: DuaneC@leduc-county.com

4.2 Deemed Notification

Unless otherwise stated in this Agreement, any notice or correspondence given in the manner set out above shall be deemed given if and when personally delivered or if mailed, five (5) business days after posting. Any notice or correspondence transmitted by confirmed facsimile transmission shall be deemed given and received on the date of transmission if received during normal business hours of the recipient and on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission. Any notice or correspondence sent by courier shall be deemed to be received the next business day after being sent. PDF files via email shall be considered delivered at time of being sent.

5. COUNTY RESPONSIBILITIES

5.1 Provision of Fire Services

The County shall provide the Fire Services to the Town.

5.2 Employees

The County will be solely responsible, at the County's sole cost for:

- (a) the recruitment, retention and selection of the County Fire Chief. The County Fire Chief will be an employee of the County and shall report to General Manager – Community Services, or such other person as the County may designate from time to time;
- (b) the recruitment, retention and selection of all Fire Fighters who shall be employees of the County and shall report to the County Fire Chief or its designate as it may be appointed from time to time;

5.3 County's Obligations

- (a) The County will be responsible for the recruitment, retention and selection of all fire personnel. The fire personnel will be employees of the County and shall report to the County Fire Chief or designate.
- (b) The County will provide a quarterly report of all false alarms within the town limits.
- (c) Involve Calmar Fire Advisory Committee in budget discussions as per schedule "E".

6. TOWN RESPONSIBILITIES

6.1 Covenants of the Town

Without limiting the generality of the foregoing, the Town will:

- (a) pay the Service Fee to the County within thirty (30) days following submission invoice to the Town by the County;
- (b) appoint two (2) elected officials to the Advisory Committee; and
- (c) supply the County with a copy of the Town's fire bylaw and any amendments made thereto within a reasonable period of time of such amendment taking effect.

The Town shall provide compensation to the County for the provision of the Services, as outlined in Schedule "E".

6.2 Appointment of Safety Codes Officer

The Town will be required to appoint County as Safety Codes Officers (Fire Group) as per Safety Codes Council requirements for Designation of Powers to conduct Fire Safety Inspections.

7. LEDUC COUNTY REGIONAL FIRE SERVICES ADVISORY COMMITTEE

7.1 Establishment of Advisory Committee

The County and the Town shall mutually establish an Advisory Committee for the purpose of governance of the Regional Fire Service, as outlined in Schedule "B".

7.2 Liaison Via Advisory Committee

The Advisory Committee shall act as a liaison between the Town and the County on matters related to Fire Services.

8. **BILLING AND EXPENSES**

8.1 **Billing**

The Town shall pay the Fire Charges to the County within thirty (30) days of receipt of an invoice or advise the County in writing as to any discrepancies. In the event of any discrepancies noted, an additional thirty (30) days will be granted at the time of the revised invoice being issued.

9. **FIRE CHIEF AND FIRE CONFLICTS**

9.1 **Purpose of Fire Chief**

The purpose of the Fire Chief is to provide an individual with the requisite skill and training with the authority to make appropriate recommendations to improve training, communication, response, purchase, capital budgeting, public education and technical support to the County's fire department and administration. The County's fire chief has authority over the County's fire department.

9.2 **Conflicting Emergency Requirements**

If, at the time of a Fire Call, the County is occupied with a conflicting emergency incident, the County shall make reasonable efforts to call on the assistance of the next available party available to provide services.;

10. **DEFAULTS AND REMEDIES**

10.1 **Events of Default**

A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "**Event of Default**", the party in default to be referred to as the "**Defaulting Party**" and the party not in default to be referred to as the "**Non-defaulting Party**"):

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "**Payment Default**");
- (b) a party fails to perform any of its obligations under this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "**Performance Default**"); or
- (c) a party experiences any of the following events (an "**Insolvency Default**"):
 - (i) the party institutes voluntary liquidation, dissolution or winding-up

procedures;

- (ii) the party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief;
- (iii) the party makes a compromise with or an assignment for the benefit of creditors;
- (iv) a receiver/receiver manager is appointed with regard to the party or to any material part of the party's property;
- (v) a court adjudges the party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the party; or
- (vi) if the corporate existence of the party is otherwise terminated.

10.2 **Notice of Default**

- (a) If a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "**Notice of Default**"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have no cure period in respect of an Insolvency Default;
 - (ii) have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Payment Default;
 - (iii) subject to Sections 10.2(b)(i) and 10.2(b)(ii), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default; or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period (if any) referred to in Section 12(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

10.3 Remedies

Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Section 10.2, the Non-defaulting Party shall have the following rights and remedies:

- (a) in the case of a Payment Default, to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount; and/or
- (b) in the case of a Performance Default, the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) in the case of any Event of Default, the Non-defaulting Party may:
 - (i) suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; and/or
 - (ii) set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement or the Commission Supply Agreement; and/or
 - (iii) maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
 - (iv) terminate this Agreement.

10.4 Remedies Cumulative

A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 10.3 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the

Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

11. INSURANCE AND INDEMNIFICATIONS

11.1 Insurance

- (a) Without in any way limiting the liability of the County under this Agreement, the County shall obtain and maintain in force during the Term:
 - (i) commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death and property damage, including loss of use thereof; and
 - (ii) auto liability insurance for all motor vehicles used by the County hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any one (1) accident or occurrence.
- (b) All insurance required to be maintained by the County hereunder shall be on terms and conditions and with insurers reasonably acceptable to the Town and shall provide that such insurer shall provide to the Town thirty (30) days prior written notice of cancellation or alteration of such policies.
- (c) Each policy for commercial general liability shall name the Town as an additional insured with respect to the Fire Services, as applicable.
- (d) The County's commercial general liability policy shall contain a cross-liability clause.
- (e) From time to time throughout the Term, the County shall furnish to the Town certificates, or, if required by the Town, certified copies of the policies (signed by the insurers) of insurance from time to time required hereunder and evidence reasonably acceptable to the Town of their continuation in force.

11.2 Indemnity

- (a) Each of the parties hereto shall be responsible for and indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall

be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

- (b) The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

12. ADDITIONAL TERMS

12.1 Force Majeure

- (a) The County shall not be liable to the Town for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the County including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.
- (b) Where the County is prevented from carrying out its obligations hereunder due to Force Majeure, the County shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Town and the County shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

12.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

12.3 Time of Essence

Time shall be of the essence of this Agreement.

12.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Fire Services

Schedule "B" -	Advisory Committee
Schedule "C" -	Water Usage
Schedule "D" -	Additional Fire Services
Schedule "E" -	Fixed Fee for Services
Schedule "F" -	Calmar Fire Bylaw
Schedule "G" -	Dispute Resolution Procedure
Schedule "H" -	Calmar False Alarms Bylaw

12.5 **Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

12.6 **Relationship between Parties**

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

12.7 **No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

12.8 **Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

12.9 **Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

12.10 **Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of

any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

12.11 **Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when so executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

12.12 **Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

12.13 **Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

12.14 **Remedies Generally**

No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

12.15 **Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

12.16 **GST Exclusive**

All amounts payable by hereunder will be exclusive of any goods and services tax ("GST") payable thereon and in addition the amounts payable hereunder, pay all amounts of GST applicable thereon.

12.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

12.18 Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

12.19 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which may be arbitrarily withheld.

12.20 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

12.21 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officer in that behalf on the day and year first above written.

LEDUC COUNTY

TOWN OF CALMAR

Per:

Per:

Mayor: Tanni Doblanko

Mayor: Sean Canahan

Per:

Per:

County Manager: Duane Coleman

Town CAO: Donna Anderson

**SCHEDULE “A”
LEVEL OF FIRE SERVICES**

The County will provide the following Fire Services to the Town:

1. All services listed below will be provided at a minimum to the National Fire Protection Association (NFPA) standards or greater, unless stated otherwise, as stated below.

EMERGENCY SERVICES PROVIDED	LEVEL OR TRAINING STANDARD
FIRE SUPPRESSION <ul style="list-style-type: none"> • Structural • Vehicle • Wildland / Urban Interface • Refuse etc. 	NFPA 1001 Level II SRD Provided Training – Basic Course
EMERGENCY MEDICAL SERVICES <ul style="list-style-type: none"> • As per contract with Alberta Health Services 	Medical First Response (MFR)
RESCUE SERVICES <ul style="list-style-type: none"> • Motor Vehicle Collisions • Entrapment 	NFPA 1001 Level II
OTHER SERVICES / PUBLIC SERVICE <ul style="list-style-type: none"> • Fire Prevention / Education • Community Involvement • Mutual Aid Requests <ul style="list-style-type: none"> - Alberta Health Services - RCMP / Enforcement - Utility Companies - Other Fire Services • Hazardous Materials Response • Alarm Investigations • Public Complaints – Fire Related 	NFPA 1001 Level II NFPA 472 Operations Level (Awareness Response Only) Utility Company Safety Awareness Mutual Aid Agreements

2. For further certainty, the parties acknowledge that the applicable Services, as identified above include, but are not limited to, the description for each particular Service as set out below:
 - (a) Scene Size-up may include looking for obvious hazards, determining if rescue is required, determining if additional fire apparatus or RCMP or ambulance are required;
 - (b) Scene Security may include:
 - (i) Mitigating any hazards, isolating the area from unwanted bystanders; and
 - (ii) Securing a staging area for equipment.

- (c) Evacuation may include evacuation of the immediate area and/or surrounding area;
- (d) Wildland fire suppression and control may include fire suppression and control and related services;
- (e) Hazardous materials response (awareness level) may include:
 - (i) Identification of any hazardous materials that may be involved;
 - (ii) Determining if evacuation is required, and completing if necessary; and
 - (iii) Calling in assistance to mitigate spills or hazards.
- (f) Exterior structural fire suppression may include:
 - (i) Preventing the spread of fire to adjacent exposures and containing fire to building of origin; and
 - (ii) Extinguishing the fire without entering an involved building;
- (g) Motor vehicle collision response may include:
 - (i) Prevention or extinguishment of fire in vehicles involved in a collision;
 - (ii) Traffic control to reduce danger from passing vehicles and allow emergency vehicles to access scene; and
 - (iii) Performance of first aid to injured people;
- (h) Medical / Trauma First Response may include:
 - (i) Performance of first aid to injured or sick people that may result from a traumatic event; and
 - (ii) Assisting ambulance crews with patient care, lift assists;
- (i) Interior structural fire suppression may include:
 - (i) Containment of fire to the area of origin, room of origin, building of origin, and extinguishment of the fire through entry into the involved building, where doing so will not cause an unmanageable amount of risk to fire fighters; and
 - (ii) Performance of rescue from an involved building where doing so will not cause an unmanageable amount of risk to fire fighters

**SCHEDULE “B”
ADVISORY COMMITTEE**

1. The Advisory Committee shall be named: ***Leduc County Regional Fire Services Advisory Committee.***
2. The Advisory Committee shall have appointed representation from both the Town and County, with the County Fire Chief or designate sitting on the Advisory Committee as the chair. Committee members are not required to be elected officials.
3. The Advisory Committee shall focus on the governance of the Regional Fire Service and not the operational duties / responsibilities. The Advisory Committee shall be responsible for Regional Fire Services specific to:
 - (a) Policy Creation and Review
 - (b) Fiscal Accountability
 - (c) Strategic Planning
4. The Advisory Committee shall meet at a minimum bi-annually or additionally as required and Advisory Committee members will report back to their respective Councils. Meetings shall be scheduled at least a minimum one month in advance, to ensure adequate time for planning schedules. In the event of an “Emergency Meeting” being required, at least 24 hours’ notice is required and a quorum of Advisory Committee members must be in attendance.
5. A quorum of The Advisory Committee shall be 50% plus one. Eg. 5 member Advisory Committee, 3 people would constitute a quorum, with a representative from each municipality.
6. The County Fire Chief shall provide a quarterly and annual report on the Regional Fire Service to the Advisory Committee, which is then to be forwarded to the respective Councils by the Advisory Committee members for information. This report will be emailed to the Advisory Committee members by the 15th of each month and the information contained within will be in regards to the previous month. An annual report will be provided to Advisory Committee by the 31st of January each year.
7. Decision making at The Advisory Committee will be conducted by a vote, conducted by the raising of hands. All decisions will be based on a majority of votes either for or against a subject matter.
8. In the event that Council has a question, comment or suggestion regarding the Regional Fire Services, the question, comment or suggestion will be brought forward to the Advisory Committee at the next scheduled meeting, by the respective Council representative.
9. Terms of reference for the Advisory Committee will be created by either the Advisory Committee, or by the Town and the County working together, on the matters mentioned

above. These terms will ensure a systematic approach to the operation of The Advisory Committee. The Advisory Committee will accept all matters as information In Principle. The Advisory Committee will then discuss and make a recommendation to take back to their respective Councils for approval.

SCHEDULE "C"
WATER USAGE

1. At the time of the commencement of this agreement, the Town and County agree:
 - (a) The Town of Calmar will invoice the County for use of water for Firefighting and Training purposes. This water use will be tracked and reported on a monthly bases to the town. The Town will invoice the County based on the reported volumes and the Town/Farmer water rates.
 - (b) The Town of Calmar will bill the County for domestic water use based on the water meter installed on the domestic water supply at the fire station.

**SCHEDULE “D”
ADDITIONAL SERVICES**

The County will provide the additional services to the Town with regards to fire investigation and fire inspection.

1. All fires will be investigated as per the requirement of the County’s Fire Commissioners Office.
2. The first hour of fire investigation will be performed by the County at no cost to the Town.
3. Fire Inspections will be invoiced out on an hourly basis or part thereof at fee below.
4. All subsequent hours beyond the foregoing will be billed on an hourly basis or part thereof at the fees noted as follows:
 - (a) Fire Investigation / Inspection Services will be billed at the rates as outlined in the Leduc County Fees and Charges Bylaw 36-18; and
 - (b) Mileage at the National Joint Council Kilometric Rate; and
 - (c) Cost Recovery for any consumables required.

**SCHEDULE “E”
FIXED FEE FOR SERVICES**

1. The Town will pay to the County, the fees for the Fire Services, as calculated on the estimated Fee per Incident basis as follows:
 - (a) The average number of annual emergency incident responses for the preceding three calendar years within the Town’s municipal boundaries will be calculated (the “**Three Year Average Incidents**”);
 - (b) The County shall prepare a budget, excluding Debentures Principal and Interest Payments and Capital Expenditures, for the costs of the provision of Fire Services for both the Town and the County (the “**Budget**”);
 - (c) The Budget shall be multiplied by Forty (40%) percent (the “**Adjusted Budget Number**”);
 - (d) To calculate the Fee per Incident, the Adjusted Budget Number shall be divided by the Three Year Average Incident (the “**Fee per Incident**”).

2. The following formula illustrates the foregoing:

Approximate Total Expenses – (minus) Approx. Total Revenue = Approx. Total Budget

40% of Total Budget ÷ (divided) by 3 Year Average Call Volume = Fee per Incident

Fee Per Incident X (times) Actual Incident Responses = Town’s Annual Cost for Service

3. The County will record all emergency incident responses during the term.
4. The County will invoice the Town for incident responses on June 30 and December 31 each year applying the foregoing formula.
5. This Schedule will be reviewed by the Committee each year during budget deliberations to ensure that a current three year average of incidents within the Town’s corporate limits is used for the upcoming year.
6. The foregoing charges and fees shall be further adjusted for fluctuations in CPI. After the first anniversary of this term of the Agreement and every year thereafter, the foregoing charges and fees shall be adjusted for fluctuations in CPI and the charges shall be increased by the equivalent increase that the CPI increase was for the preceding calendar year.

	<u>2018</u>	<u>2019</u>	<u>2020*</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Total Calmar District Responses	170	198	118	134						
Calmar County Responses	116	128	81	91						
Calmar Town Responses	54	70	37	43						
Percent of responses in the town of Calmar (Calmar District only)	31%	35%	31%	32%						
Responses from other County stations into Town of Calmar**	15	16	3	12						
Percent of responses in the town of Calmar (Including other station responses into the Town of Calmar)	40%	43%	33%	41%						
*Total responses in all areas lower due to COVID lockdowns.										
**When we have limited staffing in one area or a working structure fire, we will request a response from another station to assist.										

SCHEDULE "F"
Town of Calmar Fire Bylaw

Calmar Fire Services Bylaw 2022-12

SCHEDULE “G” DISPUTE RESOLUTION PROCEDURE

1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) “**Arbitrator**” means the person appointed to act as such to resolve any Dispute;
- (b) “**Arbitration**” means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) “**Disclosed Information**” means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) “**Dispute**” means any matter that the Parties are unable to resolve themselves, which includes but is not limited to a difference of opinion, differing interpretation or a divergence of interest. Notwithstanding this, an Event of Default is not a Dispute for the purposes of this Schedule;
- (e) “**Mediation**” means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (f) “**Mediator**” means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (g) “**Representative**” means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

2. Principles of Dispute Resolution

The Town and the County acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) The Town and the County are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with,

the Dispute Resolution Procedure; and

- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

4. Negotiation

A Party shall give written notice (“Dispute Notice”) to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice (“Mediation Notice”) specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.

- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
 - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
 - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
 - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

6. **Arbitration:**

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice (“Arbitration Notice”) specifying:
 - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
 - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.
- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.

- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
 - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

7. Participation

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

8. Location

The place for Mediation and Arbitration shall be within the Town of Calmar, or such other location as the Parties may agree.

9. Selection of Mediator and Arbitrator

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

10. Costs

Subject to clause 6(h) of this Schedule, in the case of an Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

11. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

SCHEDULE "H"
Town of Calmar False Alarm Bylaw
Calmar False Alarm Bylaw 2018-15



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21, 2022
Originated By:	CSP Thomas
Title:	Calmar Volunteer Appreciation Celebration 2022
Approved By:	Acting CAO Anderson
Agenda Item Number:	8 F

BACKGROUND/PROPOSAL:

As part of volunteer recognition and encouraging our local organizations to celebrate the volunteers that support our community, administration had proceeded with planning the annual Calmar Volunteer Appreciation Celebration event. The event will include awards ceremonies celebrating the Robert Royer Volunteer of the Year and the Violet Zak Youth Volunteer of the Year as well as Milestone recognition volunteers. Partnering with the Royal Canadian Legion who will provide volunteers, a 50-50 draw as well as the cash bar the Town will be responsible for arranging a catered buffet and entertainment.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

This event which the Town has organized for over a decade has in the past only charged non-volunteer attendees for seats. In 2019 the volunteer ticket was free while “extra tickets” were charged \$28. This does not reflect the increasing cost to the Town to host this event.

The invitation to purchase tickets will be directed to local organizations and groups as an opportunity to recognize their volunteers. (See reference below) In this way volunteers are not expected to take on this cost. The town as in past years will apply for the National Volunteer Week Enhancement Funding in addition to the sponsorship request forwarded to ATB.



For the Calmar Volunteer Appreciation Celebration 2022 administration recommends a **per ticket fee of \$20.**

Option 1 - Move to accept the Calmar Volunteer Appreciation Celebration fees as information.

Option 2 - Council move to approve the Calmar Volunteer Appreciation Celebration fees as presented.

Option 3 - Move to amend the Calmar Volunteer Appreciation Celebration fees as revise.

COSTS/SOURCE OF FUNDING (if applicable)

While \$20 per ticket will not result in cost recovery for this event, the net offset will result in administration maintaining Volunteer Appreciation program cost as per the 2022 budget allocations. If the aforementioned sponsorship & grant are approved this will result in approximately \$3,100.00 surplus. If the sponsorship and grant are not approved the fees as indicated will ensure that we maintain the cost shared \$4000 program expense budget.

See GL#2-51-00-221 & #2-72-00-225

RECOMMENDED ACTION:

Council move to approve the Calmar Volunteer Appreciation Celebration fees as presented.

REFERENCE:



March 17, 2022

Dear :

The Town of Calmar would like to recognize and celebrate the dedicated volunteers that contribute to your organizations and the Calmar community. The value and power of these volunteers is immeasurable. This year we would like to recognize our volunteers at the Calmar Volunteer Celebration 2022 on **April 29, 2022, at The Royal Canadian Legion 4815-47 Street Calmar**. We invite you to RSVP for your organizations table by **April 14th, 2022**.

Each table costs \$50, you will be provided with 8 tickets to share with your volunteers per table upon registration. Ticket will be available for pick up at the town office.

Doors to open	5:30 PM
Cash Bar Opens	5:45 PM
Awards ceremony	6:00 PM
Dinner Served	6:45 PM
Safire Circus Show	7:00 PM

This celebration will include the annual award ceremonies. Please nominate your exceptional volunteers for recognition at the event by **April 14th, 2022**. Complete & submit one of the following forms(attached & available online at calmar.ca):

- Robert Royer Volunteer of the Year Award
- Violet Zak Youth Volunteer of the Year Award
- Service Milestone Certificate (New Volunteers, and milestones thereafter)

From year to year the contact information for each organization or group does change. To ensure we have the up-to-date information, we ask that you kindly call or email us as they occur. If you have questions or require more information regarding completing the forms, please do not hesitate to contact us.

Please direct all confirmations and nominations to Taylor Thomas – Community Services Programmer 780-985-3191 or tthomas@calmar.ca.



T 780.985.3604 F 780.985.3039 TF 1.877.922.5627 PO Box 750 Calmar, AB T0C 0V0

Calmar.ca

VOLUNTEERING IS EMPATHY IN ACTION | NATIONAL VOLUNTEER WEEK | APRIL 24-30, 2022



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21, 2022
Originated By:	Acting CAO Anderson
Title:	EV Charging Station Funding Agreement
Approved By:	Acting CAO Anderson
Agenda Item Number:	8 G

BACKGROUND/PROPOSAL:

The Government of Canada, with matching funding from the Government of Alberta, is providing millions to support investments in electric vehicle (EV) charging stations. As one of Alberta’s local partners, the Action Centre is offering \$3.4 million in rebates for municipalities to build charging infrastructure.

Now is the time to put your community on the map—with the program covering up to 100% of costs!

REBATES FOR MUNICIPALITIES

The Electric Vehicle Charging Program supports municipalities installing new EV charging stations in public places, on-street locations, municipal property and for municipal vehicle fleets.

What’s more, up to 100% of the costs of purchasing and installing a new charging station can be rebated, so you can participate without worrying about the impact on your taxpayers. This represents a savings of:

- Up to \$10,000 for each Level 2 Charger (for charging over several hours)
- Up to \$150,000 for each Fast Charger (for charging up in 30 minutes)

Over \$3 million is available to Alberta municipalities and non-profit community-related organizations located on municipally owned land. Apply as soon as possible to secure your charging stations.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Our main street is Highway 39 and our Arena parking lot is just off this highway so the location is there for a successful installation of the fast charging unit for travelers and residents that need a quick charge. Council expressed an interest in pursuing this project, and an application was successfully processed.



Option 1 – Council move to enter into the funding agreement with AUMA for the Electric Vehicle Charging Program for the purchase and installation of an electric vehicle charging station at the Mike Karbonik Arena and furthermore fund the Town of Calmar cost of the project from the General Capital Reserve.

Option 2 – Council move to refer the matter back to administration for more information.

Option 3 – Council move to accept this funding agreement as information.

COSTS/SOURCE OF FUNDING (if applicable)

The range for the arena electricity upgrade received was 20,000 – 30,000, so to Calmar that would mean approximately \$15,000 (the County has tentatively agreed to pick up 50% of that cost) and then whatever the signage cost is. Total estimate at just under \$20,000 from reserve as it would qualify as a Tangible Asset and the power upgrade as a betterment to the arena asset.

Electric Vehicle Charging Station Project

Description	Amount
Charging Station and Equipment	\$ 75,333.74
Installation and Construction	\$ 8,972.68
Permitting and Inspection	\$ 15,272.14
Total Project covered under Rebate	\$ 99,578.56
Signage & Contingency	\$ 5,000.00
Power Upgrade to Arena	\$ 30,000.00
Total other Costs	\$ 35,000.00
Leduc County Cost Share (To be confirmed)	\$ (17,500.00)
Town of Calmar Cost	\$ 17,500.00

RECOMMENDED ACTION:

Council move to enter into the funding agreement with AUMA for the Electric Vehicle Charging Program for the purchase and installation of an electric vehicle charging station at the Mike Karbonik Arena and furthermore fund the Town of Calmar cost of the project from the General Capital Reserve.

ATTACHMENT:

DATA SHEET

Electric Vehicle Infrastructure

Terra 54 and Terra 54HV UL DC fast charging station



Building off a decade of EV fast charging experience, ABB's Terra 54 joins the Terra family of bestselling DC fast charging stations for enhanced usability and reliability. The Terra 54 enables continuous 50 kW charging up to 500V, while 200 – 920 V is supported by Terra 54HV.

ABB's Terra 54 supports CCS and CHAdeMO functionality and complies with all relevant international standards, including EMC Class B, required for safe operation at residential, office, retail and fuel station locations. All Terra chargers feature integrated Connected Services for remote monitoring, diagnostics, statistics, and software upgrades.

ABB's Terra chargers are the most preferred DC fast charging solution in the world.

The future-proof solution

ABB EV infrastructure is committed to a future-proof strategy that includes full interoperability, operational reliability, a 24/7/365 service network, best-in-class connected services, and a proactive product roadmap built on close work with OEMs around the world.

The Terra 54 enables the highest uptime due to redundancy on both power and communication. All ABB chargers come with Internet based Connected Services to allow customers to easily connect their chargers to different software systems like back-

offices, payment platforms or smart grid energy systems. This enables remote assistance, tailored diagnostic trouble shooting and repair, and remote updates and upgrades.

Applications

- Commercial shopping and dining areas
- Metropolitan / urban areas
- Highway fuel and convenience stores
- Commercial fleet operators
- EV infrastructure operators and service providers

**ELECTRIC VEHICLE CHARGING PROGRAM (EVCP)
FUNDING AGREEMENT**

THIS AGREEMENT (the “**Agreement**”) issued the 17th day of March 2022.

BETWEEN: **ALBERTA URBAN MUNICIPALITIES ASSOCIATION**, a
society duly created under the laws of Alberta

(the “**AUMA**” or “Alberta Municipalities”)

AND: **TOWN OF CALMAR**, a municipal corporation, duly incorporated
according to the laws of Alberta

(the “**Municipality**”)

IN WITNESS WHEREOF the parties have executed this Agreement as of date last signed
below (“**Effective Date**”). The pages that follow form the Agreement.

ALBERTA MUNICIPALITIES

TOWN OF CALMAR

Per: _____
Name: Calvin Lechelt

Title: Program Lead, Sustainability
Services

Date:

Per: _____
Name:

Title:

Date:

Per: _____
Name: Trina Innes

Title: Executive Director, Sustainability
Services

Date:

Per: _____
Name:

Title:

Date:

WHEREAS:

- A. Her Majesty the Queen in right of the Province of Alberta (the “**Government of Alberta**”), as represented by the Minister of Environment and Parks, and the AUMA entered into an agreement, dated May 16, 2018 (the “**Community Energy Efficiency and Renewable Energy Project Agreement**”), whereby the Government of Alberta agreed to provide the AUMA with money as a provincial grant (the “**Provincial Grant**”) for the Electric Vehicle Charging Program (“**EVCP**”) and other programs to be administered by the Municipal Climate Change Action Centre (the “**MCCAC**”);
- B. Her Majesty the Queen in right of Canada (the “**Government of Canada**”), represented by the Minister of Natural Resources, and the AUMA entered into an agreement, dated November 28, 2021 (the “**Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement**”), whereby the Government of Canada agreed to provide AUMA with money as a federal grant (the “**Federal Grant**”) to administer the EVCP by AUMA through the MCCAC;
- C. Based on the terms of the Community Energy Efficiency and Renewable Energy Project Agreement, any unused balance of the Provincial Grant as of April 30, 2024 (or such later date as may be agreed upon) is to be returned by the AUMA to the Government of Alberta;
- D. In the course of its mandate, the MCCAC has developed the EVCP to encourage municipalities to install stations to charge on-road, passenger electric vehicles (“**EV Charging Stations**”) to support the transition to electrically-fueled transportation in their communities and municipal fleets;
- E. The AUMA, through the MCCAC, has implemented the EVCP which contemplates, among other things, the provision of funding initiatives to each participating municipality within the Province of Alberta; and
- F. The Municipality wishes to be a participating municipality for the purposes of the EVCP that provides for the funding of partial or full compensation for the acquisition and installation of EV Charging Stations, as further detailed herein.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND SCHEDULES

- 1.1. In this Agreement, the following terms shall have the following meanings:
 - a. “**Agreement**” means this EVCP Funding Agreement and any Schedules attached hereto;

- b. “**AUMA**” means the Alberta Urban Municipalities Association, otherwise known as Alberta Municipalities;
- c. “**Contractor**” means a person or company operating in the Province of Alberta that is duly qualified to carry out any or all of the activities involved in the design, procurement, construction, or installation of an EV Charging Station;
- d. “**Effective Date**” means the date in which the Agreement takes effect.
- e. “**Eligible Expenditures**” means only those expenditures incurred by the Municipality and within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement;
- f. “**Eligible Expenditure Period**” means the earlier of 12 months from the date of execution of this Agreement or when the Project is completed.
- g. “**Electrical Code Regulation**” means the Electrical Code Regulation AR 209/2006, as amended from time to time;
- h. “**EOI**” is the online expression of interest form created by the MCCAC, as amended from time to time by the MCCAC, which is completed and submitted by the Municipality to the MCCAC as set forth in Section 3.1;
- i. “**Estimated Funding Contribution**” means the estimated amount for the Project, to be provided by the Municipality as per Schedule “A”, for ;
- j. “**EV Charging Station**” means the level 2 or level 3 (3.3 kW to 100+ kW) electrical charging infrastructure needed to transfer energy to an electric vehicle battery for which funding is requested through an EVCP Application;
- k. “**EVCP**” means the Electric Vehicle Charging Program in this Agreement and as set forth in recital A. above;
- l. “**EVCP Application**” has the meaning set forth in Section 3.1 and is attached hereto as Schedule “B”;
- m. “**EVCP Guidebook**” means the guidebook developed by the MCCAC, as amended from time to time, to be used and referred to by the participating Municipalities for eligibility requirements, financial incentives, and program participation processes and can be accessed at <https://mccac.ca/programs/electric-vehicle-charging-program/>;
- n. “**EVCP Project Completion Statement**” means the statement to be executed by the Municipality to confirm the completion of the Project in the form set out in Schedule “C”;
- o. “**Federal Grant**” refers to the portion of funding sourced from the Government of Canada as set forth in recital B. above;

- p. **“Federal Obligations”** has the meaning set forth in Section 2.2 and are attached hereto as Schedule “D”;
- q. **“Final Funding Contribution”** means the final amount as set forth in the EVCP Project Completion Statement that the AUMA is to pay to the Municipality for the sole purpose of assisting in the funding of a Project;
- r. **“Government of Alberta”** has the meaning set forth in recital A. above;
- s. **“Government of Canada”** or **“Canada”** has the meaning set forth in recital B. above;
- t. **“Intellectual Property”** means any intellectual property recognized by law, including any intellectual property right protected through legislation including government patents, copyright, trade-marks, and industrial designs;
- u. **“MCCAC”** has the meaning set forth in recital A. above;
- v. **“Minister”** means the Minister of Natural Resources for the Government of Canada and includes any duly authorized officers or representatives;
- w. **“Municipality”** means the contracting party defined as “Municipality” on page 1 hereof that meets the definition of “municipality” under Section 1(1)(s) of the *Municipal Government Act* RSA 2000 c M-26, as amended from time to time;
- x. **“Product Provider”** means the provider or manufacturer of an EV Charging Station, or any other equipment or materials included in the Project;
- y. **“Project”** means the acquisition and installation of EV Charging Station(s) for which funding is requested through a single EVCP Application;
- z. **“Provincial Grant”** refers to the portion of funding sourced from the Government of Alberta as set forth in recital A. above
- aa. **“Term”** has the meaning set forth in Section 8.1 hereof;
- bb. **“Third-Party Provider”** includes a Product Provider, Contractor, or consultant that is supplying product or completing Work on behalf of the Municipality;
- cc. **“Work”** describes all activities required for the completion of the Project for which the Municipality is seeking a funding contribution from the MCCAC under this Agreement.

1.2. The following Schedules shall form an integral part of this Agreement:

Schedule “A”	Estimated Funding Contribution
Schedule “B”	EVCP Application

Schedule “C”	EVCP Project Completion Statement
Schedule “D”	Federal Obligations

2. ROLES AND RESPONSIBILITIES

- 2.1. The Municipality will ensure installation of the Project as set out in the EVCP Application and in accordance with the terms and conditions of this Agreement
- 2.2. The Municipality is solely responsible for all costs and expenses associated with the Project, including all applicable taxes, and all ongoing operational expenses.
- 2.3. The Municipality is required to accept ownership and custody of all goods purchased by the Municipality for the Project and will maintain evidence of ownership of such goods through bills of sale, receipts, invoices, or other title documents in the records of the Municipality in respect of the Project. AUMA may audit such records at any relevant time in accordance with any audit provisions contained in this Agreement or the schedules hereto.
- 2.4. The Municipality acknowledges the responsibility as the owner of the EV Charging Station to provide power, maintain equipment, and ensure all equipment remains operational and connected to a network. The Municipality must dedicate a clearly identified parking space for the purpose of charging EVs for each EV Charging Station connector.
- 2.5. The Municipality understands that any expenses incurred prior to or after the Eligible Expenditure Period are not Eligible Expenditures and will not be reimbursed.

3. EVCP APPLICATION

- 3.1. The Municipality agrees or, where applicable, confirms, that upon completion of the EOI, the Municipality and its Contractor, as necessary, shall complete and submit the following information to the MCCAC in satisfactory form:
 - a. A completed EVCP Application attached as Schedule “B”;
 - b. A copy of purchase quotes from the Product Provider for the EV Charging Station and associated equipment, including specification sheets, as applicable;
 - c. A copy of the quote from the Contractor for the installation of the EV Charging Station(s), as applicable;
 - d. A copy of engineering and design costs related to the install, if applicable, including a detailed scope of work and rationale describing the need for additional engineering and design work;

- e. Proof of land ownership or proof of long-term lease for the install location(s); and
 - f. A photo of the exact location where the EV Charging Station is to be installed.
- 3.2. The MCCAC shall review the EVCP Application, and all attached documentation as described in Section 3.1 for completion, eligibility, and approval.
- 3.3. The MCCAC must immediately be notified of any changes to the EVCP Application including project scope, costs or otherwise, and any such changes, including changes to the Final Funding Contribution, must be approved by the MCCAC in writing prior to the consideration and provision of any funding.

4. PROJECT VERIFICATION

- 4.1. The Municipality agrees to provide the AUMA the following documentation within twelve (12) months following the date of this Agreement:
- a. A signed EVCP Project Completion Statement, to be provided by MCCAC in the form attached as Schedule “C” which shall include the following:
 - i. Information that will demonstrate how the Final Funding Contribution was used, which shall include receipts that indicate how the Final Funding Contribution (and the Federal Grant portion of the Final Funding Contribution) was applied to goods and/ services funded by AUMA (and Canada);
 - ii. A final narrative report, in the format included in Schedule “C”, to describe how the Municipalities activities have contributed to the achievement of the objectives of the Community Energy Efficiency and Renewable Energy Project;
 - iii. A declaration as to the total amount of contributions or payments, including a total of all government funding received by the Municipality;
 - iv. A certification that any Eligible Expenditures have been incurred and paid for by the Municipality.
 - b. The final purchase invoice(s) displaying all costs for the associated EV Charging Station install(s) including a detailed breakdown of the Work completed, as applicable;
 - i. The invoices must, at a minimum, separate out costs associated with equipment, labour, engineering, design, permitting, inspections, signage, and GST.
 - c. Confirmation by the Municipality that all invoices provided have been paid in full;
 - i. Proof of payment documentation must match all totals on the provided invoices and clearly demonstrate that all invoices have been paid in full. This may include accounts payable registers, electronic funds transfer (“EFT”) payment advice, cheque copies, or vendor confirmation.

- d. Proof of completion of the EVCP public engagement requirement which requires satisfaction of the following;
 - i. Inclusion of the Project in the MCCAC's web-based project showcase, to be completed by MCCAC;
 - ii. Issuing a media release for the Project or completing any other public engagement activities (e.g., ribbon cutting ceremony, website, media event, etc.) endorsed by the MCCAC and acknowledging all program funders;
 - iii. A brief abstract describing the Project including one or more quotes from one of the Municipality's leaders, to be used for MCCAC program marketing and reporting; and
 - iv. Sharing of Project details and photographs on municipal social media networks, as applicable.
 - e. A set of 3 or more high resolution photographs of the EV Charging Station(s) suitable for print publication. Photographs with municipal staff are encouraged. The Municipality agrees to grant permission to the MCCAC, including its employees, agents, assigns, or other third party as the MCCAC to authorize on its behalf, the nonexclusive right to use photograph(s) and/or video(s) of any municipal representatives submitted through the EVCP in all forms of media, for any and all promotional purposes including publications, news releases, online, and in all other communications related to the mission of the MCCAC. Editing, publication, distribution, broadcast and use of this material shall be at the sole discretion of the MCCAC. The Municipality agrees that no honorarium or any other fee for the photograph(s)/video(s) or the use of the photograph(s)/video(s) will be given. The identity of any captured individual may be included in the resources listed above as developed and published in print, electronic, or digital format, including any authorized MCCAC website, such as www.mccac.ca. Consent takes effect when the funding agreement is signed.
 - f. Completion of the EVCP evaluation form, as provided by the MCCAC.
 - g. Any other information or documents reasonable requested by AUMA in respect of the Project, this Agreement, or the Municipality's use of funds pursuant to this Agreement.
- 4.2. Any Municipality receiving any grant money under the EVCP may be contacted by the MCCAC, or a third-party evaluator retained on behalf of the MCCAC, to verify completion of the Project.
- a. The Municipality must submit documentation to establish, to the satisfaction of the MCCAC, that the Municipality incurred and paid all Eligible Expenditures reported. All items on an invoice submitted by the Municipality must be listed separately, and the cost for each eligible expense must be clearly identified.

- b. The Municipality must also provide any other documentation requested by the MCCAC. If the Municipality fails to provide information within a reasonable time on reasonable notice, as determined by the MCCAC, for the audit and evaluation of the Project, the Municipality may be required to refund all or a portion of the payments received under the EVCP, as well as forfeit any future payments under the EVCP.
- 4.3. The MCCAC, at its sole unfettered discretion, reserves the right to provide a maximum four (4) month written extension for Project completion, if the Municipality provides a written rationale that the MCCAC deems reasonable.
- 4.4. Pursuant to Section 4.1, for three years following the execution of this Agreement, the MCCAC or its designees are entitled, at a reasonable time and upon reasonable notice to the Municipality, to attend the EV Charging Station sites for the purpose of examining items pertinent to the Project in order to assess whether the Municipality has complied with this Agreement and the EVCP conditions, and to conduct other measurement and verification activities as MCCAC may deem necessary.
- 4.5. The Municipality agrees it shall complete a written, oral, or electronic participation survey or evaluation on its program experience prior to the disbursement of funds, if requested by the MCCAC.
- 4.6. The Municipality gives the MCCAC permission to access data on EVCP-funded EV Charging Station use, including access to any online portal for monitoring system use and performance, as available and upon request.

5. DISBURSEMENT OF FUNDING

- 5.1. The Municipality agrees that the payment of the Final Funding Contribution as contemplated in this agreement is contingent upon the Municipality complying with the terms and conditions applicable to the Municipality as set out in the Federal Grant which have been set out in Schedule “D” to this Agreement or have otherwise been identified in this Agreement as obligations in respect of the Federal Grant (the “Federal Obligations”). The Municipality will ensure that it complies with the Federal Obligations.
- 5.2. The AUMA agrees to reimburse the Municipality, subject to Sections 7.1 and 9.1 hereof, compensation for certain costs associated with the completion of the Project described in the EVCP Application, in an amount equal to the Final Funding Contribution, provided that:
 - a. the Project for which the Municipality is seeking contribution is completed within twelve (12) months of the date of this Agreement;
 - b. the Municipality agrees to indicate that the Project was supported by the MCCAC, clearly identifying the full name of the “Municipal Climate Change Action Centre” in print, digital, and social media related to the Project. The Municipality will liaise

with the MCCAC to coordinate major announcements and promotions related to the Project;

- c. all Project verification requirements, as described in Section 4.1 are satisfied; and,
 - d. the AUMA is satisfied that the nature of the Work completed was consistent with the EVCP Application.
- 5.3. Provided the Municipality has met all of the requirements in Section 5.1 above to AUMA's satisfaction, the payment referred to in Section 5.1 above shall be payable by the AUMA within one hundred fifty (150) days subject to funding being available in the current fiscal year allotment. For greater clarity, the Municipality remains fully liable to the Third-Party Provider with whom it engaged to complete the Project, with the Final Funding Contribution being payable from the AUMA to the Municipality only.

6. INCENTIVE STACKING RESTRICTIONS

- 6.1. The Municipality agrees to immediately disclose to the MCCAC both the Municipality's intention to participate as well as the actual participation in any other government programs (federal or provincial) through which any funding to be directed towards the cost of the Project is being pursued.
- 6.2. While the Municipality may be eligible to access other government programs for funding towards the cost of the Project, the Municipality agrees and acknowledges the amount of combined funding towards the cost of the Project from all sources shall not and cannot exceed the total Eligible Expenditures of the Project.

7. REMEDIES AND WARRANTIES

- 7.1. The Municipality shall immediately refund to the MCCAC, any payment received under the EVCP not in accordance with the EVCP Guidebook and the EVCP Funding Agreement upon notice being provided to the Municipality by the MCCAC. Failure to make repayment as required by the MCCAC creates a debt owing to the Government of Alberta that can be set-off against any money the Government of Alberta owes to the Municipality. Failure to make repayment as required by the MCCAC creates a debt owing to the Government of Canada that can be set-off against any money the Government of Canada owes to the Municipality.
- 7.2. The Municipality agrees that the MCCAC and the AUMA may set-off against any other grant or amount payable to the Municipality under any programs administered by the MCCAC or the AUMA any amounts that become repayable by the Municipality to the MCCAC or the AUMA under the EVCP.
- 7.3. The Municipality agrees that the MCCAC reserves the right to withhold approval of new projects and withhold release of funding for this Project if the Municipality has any other approved projects beyond their completion deadline under any

programs administered by the MCCAC, until such projects are considered complete by the MCCAC.

- 7.4. If the Municipality provides any false, misleading, inaccurate, or incomplete information under the EVCP, the Municipality shall forgo all rights to benefit from the EVCP.

8. ENVIRONMENTAL ATTRIBUTES OR PRODUCTS

- 8.1. “Environmental attributes” means emission offsets, renewable energy certificates, renewable energy credits, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, however entitled, named, registered, created, measured, allocated or validated:
 - a. that are at any time recognized or deemed of value, or both, by any buyer, applicable law, or any voluntary or mandatory program of any government or other person; and
 - b. that are attributable to:
 - i. generation by the Project; and
 - ii. the emissions or other environmental characteristics of such generation or its displacement of conventional or other types of energy generation through the avoidance of environmental impacts on air, soil or water, including but not limited to the emission of greenhouse gases.
- 8.2. The Municipality or applicant will not register or claim any environmental attributes generated by the Project. The Municipality or applicant will not transfer or assign any rights, title and interests, if any, in all environmental attributes generated by the Project to any person.
- 8.3. The Municipality or applicant warrants that no environmental attributes generated by the Project have been claimed, sold or otherwise transferred to a third party and that no other person has any claim to or ownership of the environmental attributes generated by the Project.

9. TERM OF AGREEMENT

- 9.1. The term (the “**Term**”) of this Agreement shall commence on the Effective Date and shall end upon fulfillment of the parties’ obligations contained herein, except where the Agreement has been terminated early by the AUMA:
 - a. in the event there are no further amounts of the Provincial Grant and/or Federal Grant available for distribution in the circumstances set forth in Section 9.1 hereof; or
 - b. in accordance with Article 11.

10. CONDITIONS OF PAYMENT AND DISCLAIMER OF LIABILITY

- 10.1. Notwithstanding anything contained herein, all funding and payment obligations of the AUMA contained herein are subject to, and conditional upon, there being a sufficient amount of the Provincial Grant and/or Federal Grant available for such distribution and payment. Upon execution of this Agreement and confirmation from the Municipality of the scope and cost of the Project to be implemented, the AUMA shall take prudent steps to hold in reserve adequate funds to meet the funding obligations contained herein. However, the Municipality understands and agrees there may arise unanticipated events or conditions beyond the reasonable control of the AUMA that prevents the AUMA from meeting these funding obligations. **If, at the time monies are to be distributed, there are no further amounts of the Provincial Grant and/or Federal Grant available for distribution, then the AUMA shall not be required to make its payment obligations stated herein.** The Municipality acknowledges its understanding that there are limited funds available which may affect its compensation entitlements and that time is of the essence.
- 10.2. The Municipality acknowledges that AUMA is bound by the provisions of the Federal Grant and the Federal Grant is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of the monies pursuant to the Grant is to be made. Notwithstanding, any other provision of this Agreement, AUMA may reduce or cancel the payment of the Final Funding Contribution upon written notice to the Municipality in the event that AUMA receives notice from the Government of Canada that the funding levels pursuant to the Federal Grant have been changed or cancelled in their entirety. The Municipality and AUMA agree to amend the Project and the Eligible Expenditures for the Project in proportion to any reduction or cancellation of the Federal Grant.
- 10.3. Notwithstanding anything contained herein, the AUMA hereby expressly disclaims liability to the Municipality except as specifically contracted for herein and for greater clarity, the AUMA does not and cannot guarantee the reliability or comprehensiveness of any information provided by the MCCAC or the AUMA in relation to the Project pursuant to the terms of this Agreement or otherwise. The AUMA believes its information to be accurate and reliable but cautions that there is always new technology and information concerning EVs, EV Charging Stations, and related systems. Accordingly, the AUMA is providing all information as general information only, with no express or implied warranty or representation as to its comprehensiveness or accuracy. It is not intended to be, nor shall it be used as, a substitute for specific advice from qualified professionals.
- 10.4. The Municipality will be responsible for managing the Project and selecting and hiring qualified Third-Party Providers. The Third-Party Providers will not be under the AUMA's care and control and accordingly, the AUMA is not, and shall not be, responsible in any way for any acts or omissions of the Third-Party Providers and the AUMA hereby disclaims any responsibility or liability in relation thereto.

- 10.5. Neither the AUMA, the MCCAC, nor any of their affiliates are or will be liable to the Municipality or to any other party for a Third-Party Provider's failure to perform, for failure of the EV Charging Station to function, for any damage to the Municipality's premises caused by the Third-Party Provider, or for any and all damages to property or injuries to persons caused by or arising from any activities associated with the EVCP.
- 10.6. The Municipality agrees that any agreements or arrangements between the Municipality and the Third-Party Provider, in relation to procurement, construction and/or installation of the Project or supplying product or completing Work on behalf of the Municipality, shall be at the Municipality's sole risk and the Municipality shall be solely responsible to pay all amounts owing to the Third-Party Provider in relation to the Project or otherwise.
- 10.7. The Municipality agrees that for a period of five years after the last rebate had been issued, the Municipality shall not sell, lease, or otherwise dispose of, directly or indirectly, any EV Charging Station(s) to any entity, without the prior written approval of MCCAC, which may be reasonably withheld. The Municipality may be required to reimburse the provincial and federal governments via MCCAC, for any funds received from MCCAC, if at any time within five years from the last rebate date, the Municipality sells, leases, or otherwise disposes of, directly or indirectly, any component of the EV Charging Station(s), purchased, acquired, constructed, in whole or in part, as a result of or in connection with the EVCP.
- 10.8. The Municipality agrees that the Project and all EV Charging Station(s) are and will be compliant with the Electrical Code Regulation, and any other municipal, provincial or federal laws or regulations, as amended from time to time.
- 10.9. The Municipality is responsible for ensuring all EV Charging Station installation sites have the appropriate electrical capacity for safe and long-term operation.

11. INDEMNIFICATION

- 11.1. The Municipality agrees to assume all responsibility and liability for the legal duty to consult with Aboriginal groups, and where appropriate, to accommodate Aboriginal groups' concerns. Further, the Municipality hereby indemnifies and holds harmless the AUMA from any and all claims, compensation, damages, injuries or costs (including legal fees on a solicitor and his own client basis), that may arise from Canada or any Aboriginal group if the legal duty to consult has not been met.

12. DEFAULT AND TERMINATION

- 12.1. The following events shall be considered an event of default of the Municipality (each a "Default"):

- a. a breach of any of the terms and conditions set out in this Agreement and failure to rectify such breach within 10 days from the date that the Municipality provides notice to the Municipality; and
 - b. a breach of any of the provisions contained in Schedule D to this Agreement and failure to rectify such breach within 10 days from the date that the Municipality or the Government of Canada provides notice to the Municipality (a “Federal Breach”).
- 12.2. In addition to any other right of termination granted to AUMA in this Agreement, AUMA shall be permitted to terminate this agreement immediately on the occurrence of a Default or on the termination of the Federal Grant by Canada.
- 12.3. Notwithstanding the foregoing, if the Agreement is terminated as a result of a Federal Breach or as a result of the termination of the Federal Grant, AUMA may, at its option, elect to terminate this Agreement only in respect of the portions of this Agreement that pertain to the Federal Grant and continue to provide the that portion of the Final Contribution Payment that remains after removing the portion attributable to the Federal Grant, subject to the Municipality’s compliance with the remainder of this Agreement. The Municipality shall be solely responsible for any portion of the expenses pertaining to the Project that have not been covered by the Final Contribution Payment or such portion of the Final Contribution Payment that is paid to the Municipality as a result of this section 11.3.
- 12.4. Notwithstanding the expiry or termination of this Agreement, the following clauses shall survive the expiration or termination of this Agreement for an additional (3) years:
- a. Article 9 (*Disclaimer of Liability*)
 - b. Article 10 (*Indemnity*)
 - c. Article 12 (*Retention of Records*)
 - d. Schedule D (*Federal Obligations*)

13. RETENTION OF RECORDS

- 13.1. The Municipality will retain all books, records and supporting documents relating to the Project, including Eligible Expenditures, for three (3) years following the completion of the Project and will provide access to AUMA to such documents for auditing and program evaluation purposes.

14. GENERAL PROVISIONS

- 14.1. Notices. Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective one (1) business day after having been emailed or faxed, or four (4) business days after having been

mailed by prepaid, registered or certified mail, return receipt requested, to the following addresses:

AUMA:	<u>c/o MCCAC</u>	Municipality:	<u>Town of Calmar</u>
	<u>Alberta Municipal Place</u>		<u>Town Office</u>
	<u>300-8616 51 Ave</u>		<u>4901 50th Avenue</u>
	<u>Edmonton, AB, T6E 6E6</u>		<u>Calmar, AB, T0C 0V0</u>
	<u>contact@mccac.ca</u>		<u>danderson@calmar.ca</u>

- 14.2. MCCAC Not A Separate Entity. For clarity, all references and entitlements to, and obligations of, the MCCAC herein are the entitlements and obligations of the AUMA, since the MCCAC is not a separate legal entity. However, the MCCAC is specifically referred to herein in light of its specific operational mandate and for clarity to the Municipality as to the point of contact.
- 14.3. Independent Contractors. It is expressly agreed between the parties hereto that the AUMA and the Municipality are contracting as separate entities and neither are agents or legal representatives of any other for any purpose whatsoever nor shall either one of them represent itself as having any power to any way bind or obligate the other party or to assume or create any expressed or implied obligation or responsibility on behalf of the other party.
- 14.4. Currency. All dollar amounts in this Agreement are expressed in Canadian funds.
- 14.5. Time of Essence. Time shall be of the essence of this Agreement.
- 14.6. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior representations, understandings and agreements, written or oral.
- 14.7. Counterparts. This Agreement may be executed in counterparts and a facsimile or portable document format signature shall be deemed an original, and all counterparts shall be construed together as one Agreement.
- 14.8. Successors and Permitted Assigns. This Agreement shall not be assignable by the Municipality without the prior written consent of AUMA. This Agreement shall ensure to the benefit of, and shall be binding on and enforceable by AUMA and its respective successors and assigns.
- 14.9. Severability. Each provision of this Agreement is hereby declared to be separate, severable and distinct. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall not be affected thereby and shall be applied and construed as if such invalid, illegal or unenforceable provision had been omitted unless such provision or provisions are so material that its or their invalidity,

illegality or unenforceability would materially change the transactions contemplated hereby so as to make them unreasonable and contrary to the intentions of the parties.

- 14.10. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 14.11. Governing Law. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.

SCHEDULE “A”
ESTIMATED FUNDING CONTRIBUTION

Estimated Funding Contributions will be determined in accordance with the terms and conditions described in the EVCP Guidebook.

In Summary:

1. The AUMA agrees to pay a rebate amount (\$) in accordance with the rates defined in Tables A.1 and A.2 below.
2. All costs must be paid prior to reimbursement and the Municipality must satisfy the Project verification requirements set forth in Section 5 of the Agreement.
3. The total maximum EVCP funding available to be distributed to a single Municipality will not exceed TWO HUNDRED THOUSAND (\$200,000) for the EVCP’s lifetime.
 - a. However, the MCCAC, at its sole unfettered discretion, reserves the right to adjust the maximum funding cap per Municipality in response to EVCP demand and changing market conditions (vehicle costs, equipment costs, etc.).

Table A.1: EVCP Rebate Structure

Charger Type	Technology Conditions	Rebate
Networked Level 2 connectors 3.3 kW to 19.2 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The charger must have a SAE J1772 standard plug head or be a proprietary** connector type rated for a minimum of 3.3 kW power output.	Up to 100% of total costs, to a maximum of \$10,000 per connector*
Networked Level 3 Fast Charger 20 kW to 49 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 20 kW power output.	Up to 100% of total costs, to a maximum of \$30,000 per fast charger
Networked Level 3 Fast Charger 50 kW to 99 kW	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 50 kW power output.	Up to 100% of total costs, to a maximum of \$100,000 per fast charger
Networked Level 3 Fast Charger 100 kW and above	Any commercially available and network-capable EV charging station certified for use in Canada. The fast charger must include one or more of the following charging connector types: Combined Charging System (CCS), CHAdeMO, or be a proprietary** connector type rated for a minimum of 100 kW power output.	Up to 100% of total costs to a maximum of \$150,000 per fast charger

* To qualify for Level 2 rebate funding per connector, each connector must be able to charge a vehicle and support a parking space simultaneously. Fast charging station funding is based on the number of chargers.

**Proprietary connector types can represent a maximum of 75% of all charging connectors

installed at the same project site. The remaining balance (25% or more) must be universal charging connectors (J1772, CCS and CHAdeMO) of the same category (i.e. level 2 or fast charger).

Table A.2: Estimated Funding Contribution

This Table A.2 outlines the Estimated Funding Contribution based on information provided in the EVCP Application. The Final Funding Contribution will be determined in accordance with information provided in the Project Completion Statement Schedule “C”.

Project Summary	Number of Units	Estimated Cost	Rebate Value
Networked Level 2 connectors 3.3 kW to 19.2 kW			
Networked Level 3 Fast Charger 20 kW to 49 kW			
Networked Level 3 Fast Charger 50 kW to 99 kW	1	\$99,578.56	\$99,578.56
Networked Level 3 Fast Charger 100 kW and above			
Total Estimated Funding Contribution (\$)			\$99,578.56

Municipality Summary	
Municipality Name	Town of Calmar
Funding Received to Date (\$) <small>[Maximum \$200,000 per Municipality]</small>	\$0.00
Funding Cap Reached? (Yes/No)	No

The Estimated Funding Contribution outlined in Table A.2 is based on the information provided by the Municipality in the EVCP Application. The actual Final Funding Contribution is subject to change and will be determined in accordance with information provided in the Project Completion Statement and the project verification items outlined in Section 4.

SCHEDULE "B"
EVCP APPLICATION

As per the attached.



Electric Vehicle Charging Program (EVCP) Application Form

INSTRUCTIONS

This application form outlines the required details to participate in the Electric Vehicle Charging Program (EVCP) as delivered by the Municipal Climate Change Action Centre (Action Centre, or MCCAC). The EVCP provides rebates to municipalities for the installation of electric vehicle charging stations in public places, on-street locations, municipal workplaces, and for municipal fleets. Please complete each portion of this form for all electric vehicle charging stations included in the project. Applications must be submitted to contact@mccac.ca along with all required attachments as indicated below. We encourage as much detail as possible. This application form allows for up to ten (10) EV charging station entries. Additional entries can be submitted through an additional application form as needed.

Please note, retroactive funding is not available through the EVCP. Municipalities must not initiate work, sign any contracts, or begin construction until their applications have been approved in writing and funding agreements have been duly signed. If you have any questions, please email contact@mccac.ca or your designated Action Centre representative.

GENERAL INFORMATION:

Municipality:	<u>Town of Calmar</u>	Type:	<u>Town</u>
Contact Name:	<u>Donna Anderson</u>	Contact Title:	<u>Acting Chief Administrative Officer</u>
Contact Phone:	<u>780 985 3604</u>	Contact Email:	<u>danderson@calmar.ca</u>

In Table 1, please describe your intended project including the following:

- A project description including the motivation for pursuing the project and how the project will support the community and/or municipal fleet
- A description of the intended installation locations throughout the community and number of stations
- Confirmation that the preferred install site will not be impacted by, or is free of subsurface utilities such as water, gas, irrigation, or communication lines, if trenching is required
- The municipality's approach to ensuring stations are visible, have appropriate lighting, and are accessible 24/7, 365 days per year (all if available to the public)
- Confirmation that each connector includes a dedicated EV-only parking spot with appropriate signage
- Confirmation that the municipality understands and accepts responsibility for all ongoing operational expenses including networking fees, electrical demand, electricity, and maintenance

Table 1: Project Description

The Town of Calmar is installing one (1) Level 3 electric vehicle (EV) charging station, to be located at the Mike Karbonik Arena. The selected charger will be a Hypercharge ABB Terra 54(50kW) DCFC.

The Town of Calmar is pleased to support Alberta and Canada's climate goals while supporting the economic and environmental well-being of our small community. The installation of this charger will support our community members as well as visitors to Calmar in the switch to electric vehicles, which is critical in order to achieve Canada's GHG reduction goals. Its fast-charging capabilities, as well as its convenient location right off the highway, will support current EV owners in ensuring their vehicles can take them where they want to go. It is anticipated that it will promote the further adoption of electrical vehicles within the community and across Alberta, when drivers can see that charging stations are widely available across the province and not just in major urban areas. A Level 3 charger, which can charge a vehicle in minutes rather than hours, is especially attractive to travelers, and can promote tourism within the community as EV owners will seek out convenient EV charger locations and plan their route accordingly. This will support local business owners as well as the Town.



Hypercharge provides a compact, reliable, and robust Level 3 DC fast charging station, which is designed to withstand a wide range of temperatures and weather events, ensuring that the charger will be able to handle the often unpredictable Alberta weather. A Network Communication Gateway will be installed, as well as a Cable Management System. The charger is equipped with RFID and credit card readers, along with a “Plug & Charge” technology for hassle-free authentication and payment, offering a wide range of options for community members and visitors to our community to utilize the fast charger. Included with the purchase of the Level 3 charger is a one-year subscription (with possibility of extension) to Hypercharge’s EV management software. This includes customizable price points based on cost of energy, time of day, length of session, etc., as well as energy analytics, direct user management, real-time monitoring of charging stations, and 24/7 technical support. This program will help the Town of Calmar optimize and support the maintenance of the charging station, ensuring its public use availability is maximized.

The charger will be located at the Mike Karbonik Arena parking lot (5019 47th St.) in Calmar, Alberta. A site assessment has been completed at the proposed site by contractors Sustainable Projects Group (SPG), who have confirmed that the site is acceptable for the proposed Level 3 charger and is free of subsurface utilities (and does not require trenching). SPG will perform the installation of the charger; they will be responsible for the procurement of the charger from Hypercharge, its installation (including installation of B-materials and any related electrical and civic work for installing connection materials), commissioning, and training of appropriate Town personnel on the operation and maintenance requirements of the station. SPG has licensed Journeyman electricians as well as an Electrical Engineer who will ensure the installation is performed to the highest quality and safety standards. A proposal from SPG, including a detailed scope of work, employee profiles, and itemized quote, is attached to this application.


The charger will be available to the public. The Mike Karbonik Arena is a well known location easily accessible by community members and visitors alike, with the parking lot being less than 100 metres from Highway 39, which passes through the Town of Calmar. The arena parking lot is in front of the arena and is well lit by the arena flood lights and existing exterior lighting, which will provide visibility and safety to those using the charging station. The parking lot is ungated and accessible to the public 24/7. Other amenities (toilets, restaurants, convenience stores) are available within walking distance.

When the level 3 EV charging station is installed, a dedicated parking space will be indicated with signage as well as painted markings on the pavement, specifying that it is an EV-only parking spot.

The Town of Calmar understands and accepts responsibility for all ongoing operational expenses, including networking fees, electrical demand, electricity, and maintenance.



In Table 2, please add details for each EV charging station. You can find the technical details on each EV charging station from the specification sheet provided by the manufacturer or contractor. Note, to be eligible for funding, **all stations must be networked EV chargers.**

Table 2: Electric Vehicle Charging Station Details									
#	Installation Location Name	Installation Location Address	Charger Brand and Model	Charge Level and Number of Connectors	Charger Plug Type	Charging Voltage (V)	Power Output (kW)	Intended Use	Pay-for-Use
1	Mike Karbonik Arena	5019 47 th Street Calmar, AB	Hypercharge ABB Terra 54(50kW) DCFC	Level 3, 1 connector	CCS & CHAdeMO 	50-500 V	50 kW	Public Use	Yes
2	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
3	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
4	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
5	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
6	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
7	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
8	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
9	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No



10	Enter text	Enter text	Enter text	Choose Charge Level	Choose Plug Type	Enter text	Enter text	Public or Private	Yes or No
----	------------	------------	------------	---------------------	------------------	------------	------------	-------------------	-----------

In Table 3, please include the expected pre-GST costs in each category for each corresponding EV charging station listed in Table 2. Each cost included should be supported by itemized quotes submitted as attachments to this application. To be eligible for a rebate, municipalities must provide a final invoice and proof of payment for each item listed in Table 3 along with all other required project completion documents as outlined in the EVCP Guidebook. The MCCAC recommends evaluating two or more quotes from equipment providers and electrical contractors.

Table 3: Electric Vehicle Charging Station Cost Details						
#	Charging Station and Equipment Quote (\$)	Install and Construction Quote (\$)	Engineering and Design Costs (\$)	Permitting and Inspection Costs (\$)	Signage Costs (\$)	Total Cost Per EV Charging Station (\$)
1	\$75,333.74	\$8,972.68	-	\$15,272.14	-	\$99,578.56
2	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
3	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
4	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
5	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
6	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
7	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
8	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
9	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text



10	Enter text	Enter text	Enter text	Enter text	Enter text	Enter text
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The Action Centre must be **immediately** notified of any deviation(s) from this application form. A duly executed amendment to the Funding Agreement could be required depending on the degree of change to the project scope, completion date, or other project aspects.

Equipment operation commitment: The undersigned municipality acknowledges the responsibility as the station owner to provide power, maintain equipment, and ensure each EV charging station remains operational and connected to a network. The undersigned municipality agrees that for five years after receiving an EVCP rebate, the incentivized equipment and products will not be sold, leased, or otherwise disposed of, directly or indirectly, to any entity, without the prior written approval of MCCAC, which may be reasonably withheld.

Data sharing agreement: The undersigned municipality agrees to grant the MCCAC permission to access data on the EVCP-funded EV charging station use including access to any online portal for monitoring system use and performance, as available and upon request.

Expected project start date: 2022-06-01

Expected project completion date: 2022-07-01

Please include the following documentation as an attachment to the EVCP application, as applicable:

- A copy of all itemized quotes for costs included in Table 3, including quotes for the EV charging station equipment and installation. A detailed scope of work description is required for engineering and design costs.
- A copy of all specification sheets (or brochures with technical information) for all EV charging station equipment.
- Proof of land ownership or long-term lease for the charging station installation site(s).
- A photo of the specific EV charging station install location(s).

The municipality identified below represents and warrants that all information contained in this EVCP application is true and correct. Dated this 2 day of March, 2022.

Town of Calmar

Per:

Name: Donna Anderson
Title: Acting CAO

Per:

Name: Enter text
Title: Enter text

DATA SHEET

Electric Vehicle Infrastructure

Terra 54 and Terra 54HV UL DC fast charging station



Building off a decade of EV fast charging experience, ABB's Terra 54 joins the Terra family of bestselling DC fast charging stations for enhanced usability and reliability. The Terra 54 enables continuous 50 kW charging up to 500V, while 200 – 920 V is supported by Terra 54HV.

ABB's Terra 54 supports CCS and CHAdeMO functionality and complies with all relevant international standards, including EMC Class B, required for safe operation at residential, office, retail and fuel station locations. All Terra chargers feature integrated Connected Services for remote monitoring, diagnostics, statistics, and software upgrades.

ABB's Terra chargers are the most preferred DC fast charging solution in the world.

The future-proof solution

ABB EV infrastructure is committed to a future-proof strategy that includes full interoperability, operational reliability, a 24/7/365 service network, best-in-class connected services, and a proactive product roadmap built on close work with OEMs around the world.

The Terra 54 enables the highest uptime due to redundancy on both power and communication. All ABB chargers come with Internet based Connected Services to allow customers to easily connect their chargers to different software systems like back-

offices, payment platforms or smart grid energy systems. This enables remote assistance, tailored diagnostic trouble shooting and repair, and remote updates and upgrades.

Applications

- Commercial shopping and dining areas
- Metropolitan / urban areas
- Highway fuel and convenience stores
- Commercial fleet operators
- EV infrastructure operators and service providers

General specifications	
Environment	Indoor / outdoor
Operating temperature	-35 °C to +55 °C / -31 °F to +131 °F (de-rating characteristics apply)
Storage temperature	-40 °C to +70 °C / -40 °F to +158 °F
Altitude	2500m / 8200 ft (de-rating applies at max altitude)
Compliance and safety	Compliance to UL 2202 and CSA 107.1 and CHAdeMO 1.0
EMC emission EMC immunity	IEC 61000-6-3 Class B - Residential IEC 61000-6-2 Industrial
Input AC power connection	3P + PE (no neutral)
Input voltage range	480 V _{AC} +/- 10% (60 Hz)
Max. rated input current & power	80 A, 55 kVA; power limiting options available
Power factor (full load)	> 0.96
Efficiency	95% at nominal output power
RFID system	ISO/IEC 14443A/B, ISO/IEC 15393, FeliCa™ 1, NFC reader mode, Mifare, Calypso, (option: Legic)
Network connection	GSM / 3G modem, 10/100 Base-T Ethernet
Protection	NEMA Type 3R / IP54
User interface	High brightness full color touchscreen; ADA Compliant RFID, PIN and credit card kit options
Communication	OCPP 1.5 and OCPP 1.6 enabled
Dimensions (D x W x H)	780 mm x 565 mm x 1900 mm 30.7" x 22.2" x 74.8"
Weight	350 kg / 775 lbs
Shipping dimensions (D x W x H)	1200 mm x 800 mm x 2150 mm 48" x 32" x 85"
Shipping weight	375 kg / 830 lbs

Outlet specifications	C	J
Charging standard	CCS	CHAdeMO
Maximum output power	50 kW	50 kW
Output voltage Terra 54	200 - 500 V _{DC}	50 - 500 V _{DC}
Output voltage Terra 54HV	200 - 920 V _{DC}	50 - 500 V _{DC}
Maximum output current	125 A _{DC}	125 A _{DC}
Connector/socket type	CCS-1 / SAE J1772	CHAdeMO / JEVS G105
Cable length	12' and 20' options	12' and 20' options

Main features

- 50 kW DC fast charger supporting CCS and CHAdeMO
- Designed to deliver full output power continuously and reliably over its lifetime
- EMC Class B certified for industrial and residential areas (supports fuel stations, retail outlets, offices, retail)
- Future proof connection via open industry standards, including remote uptime monitoring and assistance, updates and upgrades
- High brightness, daylight readable touchscreen display
- Graphic visualization of charging progress
- RFID authorization
- Robust all weather powder-coated stainless steel enclosure
- Quick and easy installation
- Spare parts are backwards and forwards compatible with Terra 53 product line

New features for Terra 54

- CCS cable exit on the left side for even easier cable management and improved cable handling usability
- Charging EV batteries at 50 – 500 V (Terra 54), or at 200 – 920 V (Terra 54HV)
- New sophisticated connector holders, for easier handling and more stable holding
- Enhanced payment terminal, suited for an increasing number of countries
- Prepared for options like DC metering, integration with building management systems, cable management, etc.

Further optional features

- Customized branding possibilities, including customizable user interface
- Parking bay occupancy detection
- PIN code authorization
- Site load management, for one or more chargers, to avoid expensive grid upgrades
- Web tools for statistics and access management
- Integration with back-offices, payment platforms and smart grid energy systems; can enable OCPP 1.5 and 1.6



CALL US TO ORDER TODAY!

585.533.4051

7464 W. HENRIETTA ROAD | RUSH, NY 14543

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EV Charger Station Location







LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0016 335 813	4;26;49;31;SW	92C204

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTH WEST QUARTER
 OF SECTION THIRTY ONE (31)
 TOWNSHIP FORTY NINE (49)
 RANGE TWENTY SIX (26)
 WEST OF THE FOURTH MERIDIAN
 DESCRIBED AS FOLLOWS:-COMMENCING AT THE NORTH EAST CORNER OF THE
 SUBDIVIDED UNDER PLAN 445HW THENCE SOUTHERLY ALONG THE EAST
 LIMIT OF 2ND STREET EAST AS SHOWN ON THE SAID PLAN SIXTY SIX (66)
 FEET THENCE EASTERLY AND PARALLEL TO THE PRODUCTION EASTERLY
 OF THE SOUTH LIMIT OF 1ST AVENUE NORTH AS SHOWN ON THE SAID PLAN
 ONE HUNDRED AND SIXTY SIX (166) FEET THENCE SOUTHERLY AND
 PARALLEL TO THE SAID EAST LIMIT TO A POINT ON THE NORTH LIMIT
 OF THE LANE IN BLOCK FOURTEEN (14) AS SHOWN ON THE SAID PLAN
 445HW THENCE EASTERLY ALONG THE SAID NORTH LIMIT AND ALONG THE
 NORTH LIMIT OF THE LAND IN BLOCK FOURTEEN (14) AS SHOWN ON
 SUBDIVISION PLAN 2138HW TO THE NORTH EAST CORNER OF THE LAND
 SUBDIVIDED UNDER THE SAID PLAN 2138HW THENCE NORTHERLY AND
 PARALLEL TO THE SAID EAST LIMIT OF 2ND STREET EAST TO
 INTERSECTION WITH THE SAID PRODUCTION EASTERLY OF THE NORTH
 LIMIT OF 1ST AVENUE NORTH THENCE WESTERLY ALONG THE SAID
 PRODUCTION TO THE POINT OF COMMENCEMENT
 THE LAND HEREBY DESCRIBED CONTAINING 0.737 HECTARES MORE OR LESS
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CALMAR

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

92C204	27/01/1964			NOT ESTABLISHED

OWNERS

THE TOWN OF CALMAR.
 OF CALMAR
 ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
92C204

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
3364HN	24/04/1950	CAVEAT CAVEATOR - SAMUEL J COHEN CAVEATOR - JACOB WENER COHEN CAVEATOR - MARJACK OILS LTD.
6599HR	26/02/1951	UTILITY RIGHT OF WAY GRANTEE - PLAINS WESTERN GAS & ELECTRIC CO LTD. AS TO PORTION OR PLAN:2120HW "DATA UPDATED BY: TRANSFER OF UTRW 5960HT 7006NH"
822 193 519	01/09/1982	BUILDER'S LIEN LIENOR - SIMPLEX INTERNATIONAL TIME EQUIPMENT CO LTD. AMOUNT: \$9,146
822 199 208	10/09/1982	CAVEAT CAVEATOR - WINROC GYPSUM SUPPLIES (ALBERTA) LTD.
822 203 139	15/09/1982	BUILDER'S LIEN LIENOR - REVELSTOKE COMPANIES LTD. AMOUNT: \$23,779
832 046 451	28/02/1983	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 822193519
902 370 538	27/12/1990	CAVEAT RE : SEE CAVEAT CAVEATOR - THE COUNTY OF LEDUC NO. 25. ATTN: LARRY MAJESKI, POSTAL BAG 2500 LEDUC ALBERTA T9E2X3

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 2 DAY OF MARCH,
2022 AT 09:03 A.M.

ORDER NUMBER: 43811315

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Certificate of Title

Show Other Abbreviations Here

ABBREVIATIONS

E - Easement	URW - Utility Right of Way
C - Caveat	BL - Builders Lien
Tr - Transmission	TN - Tax Notification
Tfr - Transfer	WE - Writ of Execution
Mtge - Mortgage	C.C. - Covenants and Conditions
	ENCUM - Encumbrance

NAME TOWN OF CALMAR

LAND 4-26-49-31 S.W. -

CHARGES, LIENS AND INTERESTS.

TITLE NO. 9 2 - C - 2 0 4

Nature of Instrument	Registration Number	Date of Registration			Amount \$	PARTICULARS	Signature of Registrar	Discharges and Withdrawals				
		DY	MO	YR				Registration Number	DY	MO	YR	Signature of Registrar
C.	3364 H.N.	24	4	50		BY SAMUEL J. COHEN ET. ALI.	<i>[Signature]</i>					
E.	6599 H.R.	26	2	51		IN FAVOR OF LEDUC UTILITIES LTD. PT. (PLAN 2120 H.W.)						
TFR. OF E.	5960 H.T.	4	4	51		EASE. 6599 H.R. TFR. TO CALMAR UTILITIES LTD.						
TFR. OF E.	7006 N.H.	10	12	63		EASE. 6599 H.R. TFR. TO PLAINS WESTERN GAS & ELECTRIC CO. LTD.	<i>[Signature]</i>					
BL	822193519	1	9	82	9,146.00	BY SIMPLEX INTERNATIONAL TIME EQUIPMENT CO. LTD. SS	<i>[Signature]</i>					
C	822199208	10	9	82		BY WINROC GYPSUM SUPPLIES (ALBERTA) LTD.	<i>[Signature]</i>					
BL	822203139	15	9	82	23,779.57 PLUS INT.	BY REVELSTOKE COMPANIES LTD.	<i>[Signature]</i>					
B.L.	822211142	24	9	82	36,800.00	BY DESCO COATINGS OF ALBERTA LTD.	<i>[Signature]</i>	842248163	15	11	84	<i>[Signature]</i>
BL	822213478	28	9	82	12,614.44	BY PATTON GLASS LTD.	<i>[Signature]</i>	SS 822221092	7	10	82	<i>[Signature]</i>
BL.	822214702	29	9	82	\$2,740.50	BY MASTER SIDING SERVICES LTD.	<i>[Signature]</i>	EXPIRED	22	11	84	<i>[Signature]</i>
LIS PENDENS	832046451	28	2	83		BL. NO. 822193519 IS SUBJECT TO A LIS PENDENS	<i>[Signature]</i>					

W
M
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Certificate of Title

Canada

RENEWAL

175 N.U.

98.002



NO.	9	2	-	C	-	2	0	4
REF.	9	8	-	W	-	2	0	3
VALUE \$	N O T E S T A B							

M	RG.	TWP.	SEC.	Q.	PT					
1	4	2	6	4	9	3	1	S	W	-

PLAN	BLK.	LOT	PT.
2			

North Alberta Land Registration District

THIS IS TO CERTIFY that TOWN OF CALMAR,

IN THE PROVINCE OF ALBERTA

IS now the owner of an estate in fee simple

of and in

ALL THAT PORTION OF THE SOUTH WEST QUARTER OF
SECTION THIRTY ONE (31)
TOWNSHIP FORTY NINE (49)
RANGE TWENTY SIX (26)

WEST OF THE FOURTH MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF THE SUBDIVIDED UNDER PLAN 445 H.W.; THENCE SOUTHERLY ALONG THE EAST LIMIT OF 2ND STREET EAST AS SHOWN ON THE SAID PLAN SIXTY SIX (66) FEET; THENCE EASTERLY AND PARALLEL TO THE PRODUCTION EASTERLY OF THE SOUTH LIMIT OF 1ST AVENUE NORTH AS SHOWN ON THE SAID PLAN ONE HUNDRED AND SIXTY SIX (166) FEET; THENCE SOUTHERLY AND PARALLEL TO THE SAID EAST LIMIT TO A POINT ON THE NORTH LIMIT OF THE LANE IN BLOCK FOURTEEN (14) AS SHOWN ON THE SAID PLAN 445 H.W.; THENCE EASTERLY ALONG THE SAID NORTH LIMIT AND ALONG THE NORTH LIMIT OF THE LAND IN BLOCK FOURTEEN (14) AS SHOWN ON SUBDIVISION PLAN 2138 H.W. TO THE NORTH EAST CORNER OF THE LAND SUBDIVIDED UNDER THE SAID PLAN 2138 H.W.; THENCE NORTHERLY AND PARALLEL TO THE SAID EAST LIMIT OF 2ND STREET EAST TO INTERSECTION WITH THE SAID PRODUCTION EASTERLY OF THE NORTH LIMIT OF 1ST AVENUE NORTH; THENCE WESTERLY ALONG THE SAID PRODUCTION TO THE POINT OF COMMENCEMENT.

THE LAND HEREBY DESCRIBED CONTAINING .737 HECTARES, MORE OR LESS.

EXCEPTING THEREOUT ALL MINES AND MINERALS.

SUBJECT TO THE ENCUMBRANCES, LIENS, ESTATES OR INTERESTS NOTIFIED BY MEMORANDUM UNDERWRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal

this 27TH day of JANUARY, A.D. 1964

Post Office Address CALMAR, ALBERTA

NOT A VALID TITLE
PHOTO COPY ONLY
9 AM FEB 27 1986



A.D. Registrar

North Alberta Land Registration District

ENTERED MAR 10 1986



SUSTAINABLE PROJECTS GROUP

*SIMPLIFYING
SUSTAINABILITY.*



TOWN OF CALMAR

**EV CHARGER DESIGN &
INSTALLATION PROPOSAL**

EI22-05201

March 1, 2022

**ADAM TROVATO
MANAGER OF PROJECT DEVELOPMENT**

**ADAMT@SUSPG.COM
780 235 5932**

EXECUTIVE SUMMARY

SPG is pleased to provide the following proposal outlining the scope of work requested by the Town of Calmar to assist with the system selection and design, funding application & support, and installation services as related to the Municipal Climate Change Action Centre’s (MCCAC) Electric Vehicle Charging Program (EVCP). This program will fund 100% of the total project cost for Electric Vehicle Charging Stations, up to \$200,000, and will enable the Town of Calmar to install EV Chargers on any municipally owned land. This will provide the Town of Calmar with several benefits, including but not limited to adding potential revenue source (as these chargers are typically pay-for-use), added foot-traffic throughout the Community, fast charging for local EV drivers, encouragement for those considering EV’s to purchase an EV, supporting EV-growth within the Town of Calmar, prepare the town for the inevitable growth of EV’s, support clean transit in Alberta, and capitalizing on available funding. Due to SPG’s experience in designing and installing EV charging stations, as well as working with the MCCAC to access funding, we have provided Calmar with a proposal for the design-build of electrical vehicle stations, which is detailed below:

Design-Build Level 3 DC Fast Charging Electric Vehicle Stations on Mike Karbonik Arena (5019 47 St, Calmar,AB)

SPG will perform all required site assessments, electrical inspections, system design & costing, specification selection, as well as complete the funding application for Calmar at no up-front fee and will install the EV charging stations when the application is accepted by the MCCAC. In this instance, SPG will provide Calmar with two quotes from major EV charging brands, such as Flo and Hypercharge/ABB, to ensure all relevant systems have been analyzed. This will enable Calmar to quickly apply for the grant and utilize no capital expenditures to do so. Following approval from the MCCAC, SPG will install the system as per the agreed upon system design and specification. Following the installation, SPG will commission & start-up the system, as well as provide the Town staff with a tutorial on how to operate the charger’s hardware & software. This option is the most streamlined approach and will ensure that the application is received by the MCCAC as fast as possible. SPG has completed a site visit on Mike Karbonik Arena, and has selected the two options below for DC fast chargers:

	Flo	Hypercharge
EV Charging Station and Equipment	\$79,119.85	\$75,333.74
Installation and Construction	\$9,034.86	\$8,972.68
Permitting and Inspection Costs	\$13,911.05	\$15,272.14
<i>Signage Costs</i>	-	-
Total Cost per EV Charging Station	\$102,065.76	\$99,578.56

**This cost included the labour and material to complete the electrical rough-in (site preparation) to facilitate charger installation. Incentive amounts will be confirmed upon pre-approval of the application. Prices do not include applicable taxes.*

SPG COMPANY PROFILE

Sustainable Projects Group (SPG) is a design-build energy efficiency company that specializes in providing ASHRAE-level energy audits, identifying actionable energy efficiency projects, completing project installations, and establishing measurement and verification plans to verify energy savings. SPG has completed over 3,000 ASHRAE energy audits across Canada for various property management, institutional, municipal, commercial office and retail, and industrial facilities. SPG provides consulting, project design, and implementation services for energy efficient solutions with a focus on decreasing gas and electricity consumption, reducing operating costs, and combatting greenhouse gas emissions.

SPG has completed design, planning, and quoting of electric vehicle supply equipment (EVSE) for various municipal, property management, and multi-residential clients. EV chargers are one of the many energy efficiency projects we present to portfolio clients when there is an identified need. Our team of estimators and electricians are qualified to install, monitor, operate, and maintain Level 2 and 3 EVSE equipment to provincial performance standards and permitting requirements. In addition, our energy team is capable and accustomed to the energy analysis required to report on utility consumption, demand, revenues, and costs associated with the EV charging equipment install and operation. The SPG team includes professional engineers and qualified FSR-A and journeyman electricians experienced with EVSE infrastructure design and implementation.

As an approved program ally and contractor for energy efficiency networks across the country (BCHydro, FortisBC, Emissions Reductions Alberta, SaskPower, Efficiency Manitoba, Efficiency Nova Scotia), SPG has exhibited continuous excellence in executing sustainability focused electrical installation projects. Additionally, SPG is a qualified contractor under the Municipal Climate Change Action Centre under the *Electric Vehicles for Municipalities Program*, focused on providing feasibility studies, design, and implementation within the municipal fleet context. To date, SPG has achieved upwards of \$4M dollars in energy efficiency project related incentives.

SPG holds an engineering permit to practice under the Association of Professional Engineers and Geoscientists of Alberta (APEGA) and has personnel credentials with the Association of Energy Engineers (AEE) and the Canada Green Building Council (CaGBC). SPG's core project design team includes an electrical engineer (P.Eng) with extensive experience in designing EVSE networks and credentials with Engineers and Geoscientists BC.

SPG CORE PRINCIPLES

SPG adheres to our values by going above and beyond in project execution and delivery.

- Engineering Aptitude** SPG believes in designing for the future, proposed systems consider next stages in energy efficiency minimizing long-term costs.
- Integrity of Craft** All products and Installations comply with local electrical safety regulations; applicable retrofits include third party recertification.
- Reliability** SPG offers comprehensive post-project support, should a fault arise, our team will manage the repair or replacement of the equipment.
- Energy Activism** As energy advocates in Western Canada, SPG works hard with local alliances to bring clients the maximum available financial incentives.

PROFESSIONAL REGISTRATIONS AND AFFILIATIONS



SPG EXPERIENCE

EV CHARGING REFERENCES

SPG and their partners have completed design, planning, and installation of electric vehicle charging systems (EVSE) infrastructure. Below includes a few project examples relating to EVSE execution:

VANCOUVER, BRITISH COLUMBIA - PETERSON GROUP

Client Reference: Stephen Chodos, Senior Property Manager

Client Contact: 604 343 0424, StephenC@petersonbc.com

Project Timeline: 2021-Completed

In 2021, SPG had completed the supply and install of six wall-mounted Level 2 EVSE for commercial buildings, Carmana Plaza, and 1166 Alberni Street, managed by Peterson Group in Vancouver, BC. SPG has supported Peterson in identifying and applying for eligible incentives/rebates through BChydro to help offset project costs.

EDMONTON, ALBERTA – QUADREAL PROPERTY GROUP

Client Reference: Kirstie Purdy, Project Manager

Client Contact: 780-423-0352, kirstie.purdy@quadreal.com

Project Timeline: 2021-Completed

In 2021, SPG had been awarded the EVSE supply and installation for the commercial building, Commerce Place, managed by QuadReal Property Group in Edmonton, A. This scope of work included the installation of dual-head Level 2 EV charging stations. SPG has supported QuadReal in identifying and applying for eligible incentives/rebates to help offset project costs.

CALGARY, ALBERTA – QUADREAL PROPERTY GROUP

Client Reference: Ryan Cohen

Client Contact: 604-975-3664, ryan.cohen@quadreal.com

Project Timeline: 2022-Present

Currently, SPG is installing 1 DCFC (Level 3 Charger), and 6 Level 2 Chargers in two towers in Downtown Calgary. SPG has supported QuadReal in identifying and applying for eligible incentives/rebates to help offset project costs.

ALBERTA MUNICIPAL ENERGY CLIENTELE

Detailed below are a list of Alberta Municipalities that SPG & the SPG staff have worked with on sustainability & energy efficiency projects, such as EV Charger installations, LED retrofits, energy audits, and design:

- City of St. Albert
- City of Wetaskiwin
- Town of Nanton
- Town of Hanna
- Village of Coutts
- Town of Devon
- Town of Milk River
- Village of Warner
- Town of Whitecourt
- City of Edmonton
- City of Calgary
- Town of Morinville
- Village of Holden

PROJECT TEAM

Adam Trovato: CET, BA, CEM, PLC

Adam Trovato is an accomplished energy engineering technologist offering over 6 years of experience in energy auditing and analysis. Adam's experience includes working in EV charging station design, community & corporate energy planning, energy auditing, renewable feasibility studies, business development and operations. He possesses a Bachelor of Arts in Political Science from the University of Alberta, an Alternative Energy Technology Diploma from NAIT, and several certificates, including a Certified Energy Manager (CEM) Certificate, and a Project Leadership Certificate (PLC).

Breana Venneman: M.Sc. in Sustainable Development

Breana holds a master's degree in Sustainable Development and has worked as a research assistant for Olds College and the University of British Columbia. She has over 3 years of experience working in the industrial automation engineering industry in a variety of roles, including data analyst, process design support, and project lead, where she extensively wrote user manuals, process outlines and reports, and provided daily client support. Breana is SPG's Lead Incentive Coordinator and will lead all funding efforts for this process.

OPERATIONS MANAGEMENT

Lance Giesbrecht, CET, MEC

Lance is an accomplished professional with 11 years of experience in the industrial construction sector. Throughout his career he has held many leadership roles and was responsible for the design, development, and complete life cycle of several projects within multiple trades and disciplines. He has a strong understanding and knowledge of the industrial construction industry, with a drive and passion for continuous improvement. He has successfully managed multiple projects up to \$20M delivering client requirements on time, on budget, and in a safety orientated manner. Lance is a Certified Engineering Technologist (Mechanical) and a certified Project Management professional.

Jon Casey – Master Electrician, FSR-A

Jon is an FSR-A and Master Electrician, having been in the electrical trade for over 13 years. As Project Manager and Safety Coordinator, Jonathan ensures that projects are completed on time with high quality workmanship and site safety at the forefront. Over the years, Jon has overseen various energy efficiency upgrades which including EVSE installation, large scale lighting retrofits, submetering and solar PV.

PROJECT DESIGN

Pete Spaargaren, Journeyman Electrician – Designer and Lead Estimator

Pete has over 10 years of experience as a Journeyman Electrician and has been the lead estimator for all SPG's electrical energy efficiency projects specializing in: EVSE design and installations, solar PV, lighting and controls retrofits, and submetering; projects have been realized and successfully executed throughout Western Canada and the Maritimes.

Loïc Letailleur, P.Eng – Electrical Engineer

Loïc received his engineering degree from the University of Alberta in 2006. He began his engineering career with EPCOR Utilities in Edmonton, Alberta, working as a junior engineer in the Energy Management Division. Loïc has been involved with a wide variety of projects including designing the electrical systems for office buildings, commercial developments, health care facilities, wineries, automotive dealerships, and multi-family residential buildings, including EV systems. Loïc will serve as the Professional Engineer for this project scope of work.

PROJECT OUTLINE & SCOPE

SPG is pleased to provide the following proposal to the Town of Calmar outlining the design, supply, and installation services of Level 3 Electrical Vehicle Charging Stations (EVCS) for their facility at **Mike Karbonik Arena, 5019 47 St, Calmar, Alberta.**

SPG will work closely with the Town of Calmar to develop a design and installation services for the EV charging system within the municipality. The services will cover the design & development of EVCS, supply of the proposed product, project management, technical support offerings, funding program support and all our value added services. SPG will provide the following scope of work:

SITE ASSESSMENT AND DESIGN

The design scope of work includes:

- Consultation with the Town of Calmar to assess needs and requirements for EV charging system, as well as the preferred locations, charger types, and any other pertinent project details
- Desktop review and site visit for assessment of optimal installation location(s) based on accessibility, site conditions, electrical infrastructure, etc.
- Additional site visit assessments for optimal installation location(s) based on accessibility, site conditions, electrical infrastructure, etc.
- Evaluation of existing electrical wiring systems and components, common infrastructure (if any), utility provider requirements, and viability of connecting with existing power supply
- Assessment, consultation, and design with appropriate stakeholders in the case where additional capacity to electrical panel or other power supply is required. Outline of any repairs, trenching, or other civil works required prior to installation
- Coordination with the utility provider regarding changes to power usage, metering, potential user costs, and approvals
- Coordination with the municipality regarding bylaws and permitting requirements
- Consideration for accessibility requirements (signage, spacing, etc.) as outlined by ADA design standards
- Design of EV charger system (equipment selection, system design, etc.)
- Brand and specification selection. SPG will solicit pricing from pre-qualified brands, HyperCharge, Flo, ABB, and ChargePoint, to ensure that the Town has several options to decide between, and understands the benefits and drawbacks of each system
- Assessment, consultation, and design with appropriate stakeholders in the case where additional capacity to electrical panel required
- Outline of any repairs, trenching, etc. required prior to installation

Note: It is assumed that the selected sites adhere to standard spacing specifications with an accessible power source available nearby (i.e., major upgrades to the electrical infrastructure will be avoided, if possible, to avoid additional costs and minimize unnecessary complexity).

MATERIALS

- Procurement of **one (1)** Level 3 EVSC¹ (using one of the following options)
 - Level 3 EVSC- Flo Smart DC-SDC-50-S-PAD-CM-50kW
 - Level 3 EVSC -Hypercharge /ABB (ABB Terra 54(50kW) DCFC)
- Network Communication Gateway (appropriate for the above EVSC)
- Cable Management System (fitting the above EVSC)
- Warranty
 - Flo Smart DC -SDC-Level 3 charger: 1 year per charger
 - ABB Terra 54 DCFC -Level 3 charger: 2-years per charger
- Additional B-materials (wiring, mounting brackets, etc.) that is required for the installation of the new equipment

LABOUR

- Installation of all listed materials above, including related electrical and civil work and labor for installing connection materials with initial start-up and commissioning.
- Administrative and coordination support to liaise with the utility provider, submit and manage incentive paperwork (if applicable), provide reporting throughout the duration and upon final completion of the project.
- Electrical permits, wiring modifications, contingency to cover minor obstacles, and inspections are included.

MANAGEMENT SERVICES

The proposed costs also include a minimum (1-year) subscription to product management services, offered by the EV charger service. This management service is as described below.

FLO Global Management Services²

This a 5-year support service that is provided by FLO for network-connected charging stations. This service offers:

- Payment management of the charging service, 24/7 customer service, surveillance of the charging stations, access control of the charging station for private users through an RFID card and mobile application, and access to an operator Web portal
- Communication gateway and 3G subscription for one site, for as long as the client subscribes to the service
- Control to statically limit the charging current of a charging station
- Control to dynamically limit the charging current of a group of charging stations
- Allows charging stations to interface with the existing energy management system of the building to avoid exceeding the chargeable power

¹ Details of Flo and Hypercharge EVCS are given in the Appendix A

² details are given in Appendix A

Hyper Charge Software Solutions³

Hyper Charge offer EV charger owners with comprehensive and customized EV software with management services up to 1-year/charger (with possibility of extension). This software offers the following features:

- Customizable price points based on cost of energy, time of day, length of session, and so on
- Energy analytics, allowing for strategy and management planning
- Direct user management that can enable, disable, and edit access to charging stations
- Remote, real-time monitoring of all charging stations linked to network
- 24/7 technical help

INCENTIVE PROGRAM SUPPORT STRATEGY

SPG has experience working with various incentive programs and will provide support fulfilling eligibility requirements and documentation to maximize and leverage available funding. SPG can support planning on project timelines to ensure the maximum incentive value is secured.

Currently there are incentives available under Alberta's MCCAC *Electric Vehicle Charging Program*, which offers funding for Alberta municipalities to install public EC charging stations, up to \$10,000 for each Level 2 Charger and \$150,000 for each Fast Charger. This can support up to 100% of project costs.

SPG will complete all required funding paperwork, and application work required to receive funding, and will also complete any completion documentation required to access the funding and adhere to the MCCAC's program requirements.

³ Details are given in Appendix A

PROJECT COSTS

The below table outlines the costs for providing the above scope of work install one Level 3 fast EV charging stations for the exterior parkade at **Mike Karbonik Arena, Calmar, AB.**

	Flo	Hypercharge
EV Charging Station and Equipment	\$79,119.85	\$75,333.74
Installation and Construction	\$9,034.86	\$8,972.68
Permitting and Inspection Costs	\$13,911.05	\$15,272.14
Signage Costs	-	-
Total Cost per EV Charging Station	\$102,065.76	\$99,578.56

**This cost included the labour and material to complete the electrical rough-in (site preparation) to facilitate charger installation. Incentive amounts will be confirmed upon pre-approval of the application. Prices do not include applicable taxes.*

Signature:

Approved by:

Date:

(Print)

APPENDIX A- EVSC DETAILS

FLO COMPANY PROFILE

Services FLO Inc. (hereinafter “FLO”) is a Canadian leader in intelligent charging services for electric vehicles (EV), with a network footprint stretching from the Pacific to Atlantic coasts and servicing hundreds of thousands of EV drivers and station owners. FLO is supported by parent company AddÉnergie Technologies Inc. (hereinafter “AddÉnergie”) and together with FLO provides customers with a vertically integrated charging solution that addresses the three key EV infrastructure roles: EV Charging Station Manufacturer, Charge Point Operator (CPO), and eMobility Service Provider (eMSP). FLO’s highly engineered solution includes turnkey support for charging station management and operation, which is founded on an open network architecture that can interface with third-party products and services from across the eMobility ecosystem. FLO customers enjoy reliable charging infrastructure that features industry leading Station Uptime, first-class customer support, and the peace of mind of interoperability. The resulting consistency in service level expectations establishes confidence in the EV driver and contributes towards FLO’s mission to accelerate EV adoption across North America.

FLO has established a strong industry reputation and successful track record in supporting the development of community led electrification programs by providing EV charging products and services which are simple to operate, convenient to install, and deliver industry leading station uptime. Some notable differentiators and milestones in the company’s history include:

- **Delivering on industry experience** - Formed in 2009, FLO and parent company AddÉnergie have spent over a decade evolving a comprehensive range of charging station products, integrated with network management services and frontline customer support. The company’s footprint in Canada provides a significant advantage to the engagement with CEA and MIPC, particularly when it comes to account management, manufacturing and equipment lead times, and leveraging FLO’s operation and maintenance service infrastructure which is already well established throughout Canada, with a particular focus on British Columbia where we have a significant customer base.
- **Successful track-record** - FLO participates in a variety of community driven EV infrastructure projects across Canada and has a track record of delivering large-scale projects consistent with the Mid-Island deployment. Relevant examples include the Peaks to Prairies EV charging network in Southern Alberta and the accelerate Kootenay EV charging network in BC – both projects driven by community interest groups focused on reducing greenhouse gas emissions and increasing economic activity through creating EV friendly highway corridors in support of regional towns and communities.
- **Local support** - FLO is proud to be a Canadian business employing more than three hundred (300) team members across our operations in Canada. The company directly manufactures the charging stations in Quebec and has complete control over the manufacturing supply chain with approximately eighty-five (85) percent of material expenses being paid directly to domestic suppliers. We are laser focused on domestic customers and with a significant existing footprint across BC, FLO can provide CEA and MIPC with certainty on equipment lead times, spare parts management, and customer support.

FLO LEVEL 3-SMART DC EV CHARGER

Flo Smart DC™ multi-standard DC fast charging station is a robust, reliable, available in 50 kW or 100kW multi-standard charging station for commercial and industrial applications designed for indoor and outdoor use. Its sturdy construction ensures longer service life and greater operational reliability, even in hard environmental conditions. Smart DC™ is enabled with adjustable power capability, which supports the limiting peak power demand from the grid, and helps reduce the associated “demand changes”, while operating alongside FLO’s Global management Services. The smart DC charger also has remote management tool that connects with FLO’s cloud based servers, allowing for remote updates and monitoring. The remote management tool reduces Mean time to Repair (MTTR) and enhances customer experience. The DCFC charger helps avoid peak energy demand and save on operational expenditures with adjustable output power control options.

Some of the other benefits of using FLO Smart DCFC are as follows, but not limited to:

- Enhanced charging station owner experience – Complete remote management capabilities including software and firmware update when using FLO’s™ global management services
- Enhanced user experience – Deliver real-time updates and notifications to drivers
- Revenue generation – Implement payment services to generate revenue
- Access Control – Configure stations to authorize access using the FLO™ mobile app or RFID card authentication, or allow unrestricted access to the station

The detailed technical specifications along with the key features of the FLO’s smart charging solution is provided in the specification sheet attached with the proposal.



Figure 1: Flo Smart DC Multi-Standard DCFC Station (with optional cable management system)

HYPERCHARGE COMPANY PROFILE

Hypercharge Networks Corp. (Hypercharge) is one of Canada's leading EV Charging network operators and equipment suppliers which provides turnkey EV charging solutions to serve the rapidly growing market. Hypercharge's mission is to accelerate EV adoption across North America by providing seamless, simple charging experiences through industry-leading equipment and a robust network of public and private charging stations. To satisfy these requirements, the company has a range of charging solutions for every market segment. As a Canadian leader in smart-charging solutions, Hypercharge has established its reputation in the market through tailored solutions specific to a customer's needs, open standards of equipment to avoid vendor lock-in, and comprehensive service and support to ensure a reliable consistent charging experience for electric vehicle drivers. Hypercharge's philosophy is to adhere to the Open Charge Point Protocol, which is a communication standard that means compatible EV chargers are interoperable with another provider, should you wish to change networks.

In the past year, Hypercharge raised \$6 million in capital funding from strategic investors across North America. The company is in excellent financial order and has experienced significant growth since its inception with a dozen employees in its head office in Vancouver, BC. Hypercharge continues to invest in its existing team and has aggressive plans for expansion to position ourselves as a leader at the forefront of the industry. As of December 2021, Hypercharge has entered a long-term partnership with Toronto-based parking operator Target Park to deploy 2,500 EV charging stations across North America over the next 36 months. Starting in early 2022, Hypercharge EV charging will be available at Target Park's premier Toronto locations including 370 King Street West and 7 Queen Quay East, and Quebec locations at hotels Sheraton on René Lévesque Blvd West and Radisson Hotel, Queens Quay West.

HYPERCHARGE/ABB-TERRA 54 UL 50KW DCFC: LEVEL 3 EV CHARGERS

The Hypercharge ABB Terra 54 is the most compact, reliable, and robust Level 3 DC fast charging stations on the market today. Level 3 DC Fast Charging stations on the market today. ABB's Terra family of products are the most widely deployed DC fast charging stations in the world. Both models are ideal for dealerships and fleets due to their durable design, industry leading reliability, scalability, and flexibility in charging one or two vehicles at the same time.

The charger is designed for quick and easy installation to allow for faster return on investment, has a robust enclosure with durable and robust 100% metal framework covered by a lightweight but sturdy vandal-resistant plastic shell for increased reliability. The unit is also rated for temperatures ranging from -35°C to 50°C, with the charger performing exceptionally well in cold weather climates. The charger is equipped with RFID and credit card readers, plus 'Plug & Charge' technology for hassle-free authentication and payment. This is in addition to the ability to authenticate a session via Hypercharge's mobile app. Hypercharge is a Canadian owned and operated with a mission of accelerating EV adoption by providing seamless, simple EV charging experience through industry-leading equipment and a robust network of charging station. The details of the ABB - TERRA 54 UL DCFC is provided in the specification sheet attached with the proposal.



Figure 2: Hypercharge ABB Terra 54 Level 3 DCFC Station

STANDARD TERMS & CONDITIONS

Normal Working Hours

Unless otherwise specified this proposal is based on normal working daytime hours based on straight time rate. Hours worked outside of daytime hours may be subject to premium or overtime rate.

Sales Tax

Unless otherwise stated pricing does not include applicable regional and federal sales tax.

Payment Terms

Payment terms Net 30 Days from invoice date.

Proposal Labor Pricing Validity

Proposal labor pricing is firm for 30 days from proposal submission date.

Proposal Material Pricing Validity

Due to current global economic and supply chain disruptions, material pricing is firm for 7 days from proposal submission date.

Access

Proposal pricing is based on having reasonable access to all areas included in project scope for crew and materials to execute scope.

Incentives

SPG will make all reasonable efforts to secure estimated incentive values as listed within this proposal, however actual final value of incentives may differ based upon program approvals.

From: [Breana Venneman](#)
To: [Dhanvir Singh](#); [Donna Anderson](#)
Cc: [Calvin Lechelt](#); [Adam Trovato](#)
Subject: RE: Town of Calmar EV Charging Station Full Application
Date: March 17, 2022 3:09:39 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
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Hi Dhanvir,

Apologies on my end as well- I see now where the confusion was as I entered CCS & CHAdemO for the connector type. This charger will have one CCS connector.

As for pricing strategy, the fee per use will start at \$1/hr on Level 2's and 25 cents/minute on Level 3's.

Thank you,
Breana

From: Dhanvir Singh <Dhanvir@abmunis.ca>
Sent: March 17, 2022 10:54 AM
To: Breana Venneman <breanav@suspg.com>; Donna Anderson <DAnderson@calmar.ca>
Cc: Calvin Lechelt <Calvin@abmunis.ca>
Subject: RE: Town of Calmar EV Charging Station Full Application

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Good Morning Breana,

My apologies. I was a little confused about the number of ports or connectors. We recently confirmed with NRCan and they mentioned that the level 3 charger must include one or more of either of the following connectors: CCS, CHAdemO or proprietary connector type. Can you please confirm, from the proposal which connector will be there?

And another thing to know from [@Donna Anderson](#) is about the intended rate for charging the users. A range or more details on your approach may be acceptable if a specific rate is yet to be determined. In the meantime, I will work on preparing a FA (Funding Agreement) and will send it to you once we have the answers back.

Thanks and Regards

Dhanvir Singh | Project Coordinator - Energy Efficiency, Sustainability Services

Alberta Municipalities

D: 587.570.7044 | E: Dhanvir@abmunis.ca
300, 8616 51 Ave NW Edmonton, AB T6E 6E6
Toll-Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



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From: Dhanvir Singh <Dhanvir@abmunis.ca>
Sent: March 16, 2022 9:20 AM
To: Breana Venneman <breanav@suspg.com>; Donna Anderson <DAnderson@calmar.ca>
Cc: Calvin Lechelt <Calvin@abmunis.ca>
Subject: RE: Town of Calmar EV Charging Station Full Application

Hi Breana,

Thank you for your email. Typically, the level three chargers come with two connectors/ports and it's the program requirement that the charger must have at least one (1) CHAdeMO and one (1) CCS or be a proprietary connector type. The proposed Terra 54 station comes with two outlets and meets the program requirement, it's just in the application form that only one connector is mentioned so I wanted to clear the picture.

No need to adjust anything.

Thanks and Regards

Dhanvir Singh | Project Coordinator - Energy Efficiency, Sustainability Services

Alberta Municipalities

D: 587.570.7044 | E: Dhanvir@abmunis.ca
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From: Breana Venneman <breanav@suspg.com>
Sent: March 15, 2022 1:41 PM
To: Dhanvir Singh <Dhanvir@abmunis.ca>; Donna Anderson <DAnderson@calmar.ca>
Cc: Calvin Lechelt <Calvin@abmunis.ca>
Subject: RE: Town of Calmar EV Charging Station Full Application

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Hi Dhanvir,

Thank you for your questions. To answer:

1. The Level 3 charger will only have one connector- based on our reading of the guidebook, it states that chargers must have one or more connectors. Is it a requirement that the Level 3s have two, or is there some ambiguity in our application language?
2. The signage costs will be borne by the Town, so have not been included in SPG's quote.

Please let me know if you have any further questions, or if we need to adjust our proposal.

Thank you!
Breana

From: Dhanvir Singh <Dhanvir@abmunis.ca>
Sent: March 15, 2022 11:08 AM
To: Donna Anderson <DAnderson@calmar.ca>
Cc: Calvin Lechelt <Calvin@abmunis.ca>; Breana Venneman <breanav@suspg.com>
Subject: RE: Town of Calmar EV Charging Station Full Application

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Hi Donna and Breana,
Thank you for submitting the application package for the Town of Calmar. Before we can complete our review and move on to the next steps. See below.

1. It's very minor and probably we can include a note in your application, but for record purposes, it's important to clarify. The application mentions Level 3 with one connector, it should be two connectors.
2. Further, there is no signage cost submitted and I know you described dedicating a space with signage after the chargers will be installed. Just curious, to know if SPG is already covering them in a different cost category or it will be borne by the Town itself later on.

Feel free to reach out if you have any questions for us. We are happy to discuss.

Thanks,

Dhanvir Singh | Project Coordinator - Energy Efficiency, Sustainability Services

Alberta Municipalities

D: 587.570.7044 | E: Dhanvir@abmunis.ca
300, 8616 51 Ave NW Edmonton, AB T6E 6E6

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From: Breana Venneman <breanav@suspg.com>
Sent: March 2, 2022 10:12 AM
To: MCCAC Contact <contact@mccac.ca>
Cc: Adam Trovato <adamt@suspg.com>; danderson@calmar.ca
Subject: Town of Calmar EV Charging Station Full Application

External: This Email is from an external sender. Be alert for Phishing. Do not click links if you do not know the sender.

Hello,

Please find attached our application to the MCCAC EV Charging Program, submitted on behalf of the Town of Calmar. The attached PDF contains the following:

- Completed application form
- Spec sheet for selected charger
- Land title certificate (proof of ownership)
- Pictures of proposed charger location
- Proposal including scope of work and itemized cost quotes

Please let me know if any further information is required.

Thank you,



Breana Venneman
Energy Projects Administrator
MSc

Email: breanav@suspg.com
Mobile: 1 855 888 8355 ext. 208

www.suspg.com

SCHEDULE "C"
EVCP PROJECT COMPLETION STATEMENT

To be sent upon project completion.

SCHEDULE “D”
FEDERAL GRANT OBLIGATIONS AND TERM

In addition to the terms contained in this Agreement, the Municipality shall comply with each and every one of the following obligations and the Municipality acknowledges and confirms that the obligations are a requirement of the Government of Canada in its capacity as the grantor of the Federal Grant. Both AUMA and the Government of Canada are entitled to enforce these provisions as against the Municipality.

D.1. Audit and Records.

- a. *Audit.* At all times during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement, the Municipality shall, at its own expense:
- i. Keep proper and accurate books, accounts and records of its revenue received and expenses incurred and paid in connection with the Project and shall keep its invoices, receipts and vouchers relating thereto;
 - ii. Keep proper and accurate records of all data, analyses, and other scientific and technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
 - iii. On demand, make available to AUMA and the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit AUMA and the Minister to examine and audit and take copies and extracts from such documents;
 - iv. Allow AUMA and the Minister, at their own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in the Municipality’s EVCP Application were implemented in accordance with this Agreement; and
 - v. Allow AUMA and the Minister, at their own expense and discretion, to conduct an audit to verify the accuracy of reports submitted to AUMA or the Minister in accordance with this Agreement.

In the event that AUMA conducts the auditing conducted herein, AUMA shall have the full right to provide copies of any review, evaluation or audit reports to the Minister.

- b. *Books and Records.* The Municipality authorizes AUMA to share with Canada this Agreement, any documents required to be delivered or actually delivered by the Municipality to AUMA relating to this Agreement or the Project, and any books and records for the Project for accounting, reporting, auditing and program evaluation purposes.

D.2. Intellectual Property.

- a. *License of Intellectual Property.* The Municipality grants a non-exclusive, irrevocable, world-wide free and royalty free license in perpetuity to AUMA for any Intellectual Property that arises in the course of the Project and authorizes AUMA to grant a sublicense (on the same basis) to such Intellectual Property to the Government of Canada as requested from time to time.
- b. *License of Reports.* The Municipality shall supply to AUMA the Reports and the Municipality grants to AUMA a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the Access to Information Act, make publicly available such reports and documents for non-commercial governmental purposes.
- c. For the purpose of this Section 0:
 - i. **Intellectual Property** means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial design.
 - ii. **Reports** means any document, report, financial statement, certification, declaration, photographs, or other document of any kind that the Municipality is required to deliver or actually delivers in connection with this Agreement or the Project.

D.3. **Aboriginal Consultation.** The Municipality agrees that any legal duty to consult with Aboriginal groups affected by the Project, and where appropriate, to accommodate Aboriginal groups' concerns has been met and will continue to be met. If as a result of changes to the nature or scope of the Project, Canada determines that a legal duty to consult is triggered, the Municipality acknowledges and agrees that all of Canada's obligations pursuant to the Zero Emission Vehicle Infrastructure Program Non-Repayable Contribution Agreement referenced in recital B. will be suspended from the moment that Canada informs either Party that a legal duty to consult arises.

- a. In the event that a legal duty to consult arises, the Municipality agrees that:
 - a) AUMA may withhold any payment under this Agreement until Canada is satisfied that any legal duty to consult with, and where appropriate, to accommodate Aboriginal groups has been met and continues to be met;
 - b) if, as a result of such changes to the Project, Canada determines that further consultation is required, the Municipality will work with Canada to ensure that the legal duty to consult, and where appropriate, to accommodate Aboriginal groups, is met and continues to be met to Canada's satisfaction; and
 - c) it will consult with Aboriginal groups that might be affected by the changes to the Project, explain the Project to them, including Canada's role, and will provide a report to Canada, which will include:
 - i) a list of all Aboriginal groups contacted;

ii) a summary of all communications to date with the Aboriginal groups, indicating which groups support or object to the Project, and whether their positions are final, preliminary or conditional in nature;

iii) a summary of any issues or concerns that the Aboriginal groups have raised and an indication of how the Municipality has addressed or proposes to address those issues or concerns; and

iv) any other information Canada may deem appropriate.

D.4. **Impact Assessment.** The Municipality represents and warrants that the Project is not a “designated project” nor a “project” according to the Canadian Environmental Assessment Act, 2012 or the Impact Assessment Act. If, within the Term, the Project becomes a “designated project” or a “project” carried out on federal land or outside of Canada according to the Impact Assessment Act, payment and AUMA’s obligations under this Agreement will be suspended until:

a. In the case of a “designated project”:

i. The Impact Assessment Agency of Canada makes a decision that no assessment of the “designated project” is required and posts that decision; or

ii. The decision statement with respect to the “designated project” that is issued to the Municipality sets out that the effects that are indicated in the report with respect to the impact assessment of the Project are in the public interest.

b. In the case of a “project”:

i. A determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred to in the Impact Assessment Act; or

ii. If the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

and AUMA may terminate this Agreement with immediate effect by giving notice in writing to the Municipality.

D.5. **No obligation to Request.** The Municipality acknowledges that it will be solely responsible to request any decision to be made by the Impact Assessment Agency of Canada or the Minister to satisfy the conditions in Section D.4. Neither AUMA or Canada has any obligation to request a decision by the Impact Assessment Agency, the Minister or the Governor in Council and neither AUMA, Canada or the Minister will be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless

of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise arising from the termination,

D.6. **Indemnity.** Neither Canada or AUMA, nor their respective employees, officers and agents, will have liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Municipality will indemnify and save harmless Canada and AUMA, their respective employees, officers and agents, in respect of all claims for injury or damages arising from the Project.



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	March 21, 2022
Originated By:	Director of Corporate Services Welsh
Title:	Reserve Transfer - 2021
Approved By:	Acting CAO Anderson
Agenda Item Number:	9 A

BACKGROUND/PROPOSAL:

Section 243(1)(c) of the Municipal Government Act requires that “the amount to be transferred to reserve” be included in the operational budget and Section 248(1)(a) indicates that “a municipality may only make an expenditure that is included in an operating budget, interim operating budget or capital budget or otherwise authorized by Council”. Policy 2021-090 attached was approved by Council of the Town of Calmar and referenced by Administration during administration in the year end reserve entries.

The 2021 Final Capital Expenditure/Budget report highlights to Council the budgeted transfer of funds and the 2021 Funding Source Final for Capital Projects. It is noted that a budgeted transfer of \$721,508 from reserve was reduced to \$497,524 due mostly to application to use grant funding on the 44th Avenue capital Construction project. The “From Reserve” amount on this report ties directly to the “Transfer to Capital Actual Reductions” on the 2021 Reserve Reconciliation Report.

The 2021 Operational transfer amounts are as per the 2021 approved Operational budget and motion of Council except for the amount of \$297,650.45. This amount is the 2021 operational deficit being funded from the Operating Contingency Reserve. Due to the operational deficit Policy 2021-090 proposed transfers as outlined on the bottom of the 2021 Reserve Reconciliation Report were not made.

Administration presents the attached reconciliation of transfers to and from reserve to be approved by Council of the Town of Calmar.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Option 1: Council authorize the attached 2021 proposed reserve transfers for the 2021 fiscal year end reconciliation.

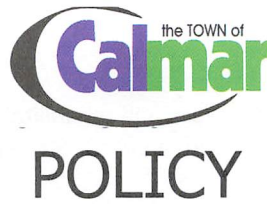


Option 2: Council provide administration further direction regarding reserve transfer reconciliation for the 2021 year end reconciliation

COSTS/SOURCE OF FUNDING (if applicable)

RECOMMENDED ACTION:

Council proceeds with Option 1 above.



POLICY No. 2021-090
TITLE: Financial Reserve Policy
DEPARTMENT: Corporate Services

APPROVAL DATE:
REVISION DATE:
PAGE: 1 OF 8

MAYOR: *[Signature]*

TOWN MANAGER: *Nancy Krawchuk*

Purpose:

The purpose of this policy is to establish guidelines, limits, and conditions applicable to the segregation of the Town of Calmar's accumulated surplus, referred to as restricted surpluses in its audited financial statements, into reserves funds. The reserves practices will ensure a favorable and sustainable financial position while supporting the ability to meet current and future operating and infrastructure requirements by maintaining reserves funds sufficient to achieve the following:

- a) The organization has sufficient working capital so that it can sustain operations through delays in receipt of payments of committed funding and to accept reimbursable contracts and grants without jeopardizing ongoing operations;
- b) The organization has sufficient resources to fund the acquisition or construction of new capital assets and the replacement and rehabilitation of major capital infrastructure assets, as required and as identified in the Town of Calmar Strategic, Capital, Asset and Long-Term Financial Plans;
- c) Public confidence in the long-term sustainability of the organization is promoted by preventing cash flow crises that can diminish its reputation and force its leaders to make expensive short term, crisis-based decisions;
- d) The organization has sufficient resources to fund budgeted contingency amounts for unpredictable revenues, volatile expenditures, and unanticipated opportunities and/or challenges;
- e) To contribute favorably to the liquidity position of the organization;
- f) A favorable credit status and financial flexibility is maintained;
- g) The organization complies with the Government Finance Officers Association (GFOA), Alberta Chapter, "Municipal Budgeting Alberta Best Practices"; and
- h) The organization meets the objectives of the Town of Calmar Strategic Plan.

Reason for policy:

Calmar is sustainable only if both its capital infrastructure assets and its financial assets can be maintained over the long term. It is the policy of the Town of Calmar to establish reserve funds to ensure the long-term financial stability and flexibility of the Town of Calmar, to position it to respond to varying economic conditions and changes affecting the Town's financial position, and to ensure the organization can continuously carry out its responsibilities.

Definitions:

- 1) "Capital reserves" means the portion of unrestricted net assets that the Town maintains, or that Council has designated (or "restricted") for use in maintaining an adequate reserve to acquire or

- construct new capital assets and replace and rehabilitate major capital infrastructure assets as required, and as identified in the Town of Calmar Strategic, Capital, Asset and Long-Term Financial Plans.
- 2) "Dedicated reserves" means the portion of unrestricted net assets that the Town has collected from developers to fund specific initiatives and/ or projects. The funds may not be used for any other purpose than what they were collected for.
 - 3) "Depreciation" means the amortization amount of fixed assets, such as buildings and equipment, to allocate the cost over its useful life. It is a process of cost allocation and not valuation. Depreciation increases expenses but does not reduce cash.
 - 4) "Operating expenses" means the annual expenditures to fund regular operations and for greater certainty, do not include transfers from operating to fund capital expenditures, transfers to reserves, internal transfers between departments, and funds expended on non-tangible capital asset.
 - 5) "Operating reserves" means the portion of unrestricted net assets that the Town maintains, or that
 - 6) Council has designated (or "restricted") for use in:
 - a. emergencies to sustain financial operations for a reasonable period in the event of significant and unanticipated, unbudgeted increases in operating expenses and/or losses in operating revenues, and/or
 - b. funding budgeted contingencies for non-emergent but unpredictable revenues, volatile expenditures, and unanticipated opportunities and/ or challenges, and/ or
 - c. funding for the mitigation of tax rate increases.
 - 7) "Program specific reserves" means the portion of unrestricted net assets that the Town maintains, or that Council has designated (or "restricted") for use in specific initiatives or programs for which the funds are collected.

Policy

GENERAL GUIDELINES

- 1) All reserve transfers, re-designations, revisions, and new account requests must be approved by Council. Approvals may be in the form of:
 - a) The annual operating or capital budget approval;
 - b) A carryover project that was contained in an approved operating or capital budget; or
 - c) A Council resolution.
- 2) Draws from reserves must not exceed the fund balance unless it can be demonstrated to Council that future sources of revenue will provide adequate funding to return the fund to a positive balance.
- 3) All operating and capital reserve funds must be fully described and include a purpose, source of funding, minimum level, optimum or target level, and the rationale used to establish the levels.
- 4) Before creating a new reserve fund, the option of adding an incremental contribution to an existing fund of a like nature will be considered.
- 5) The prescribed fund limits will be reviewed by Council at least once each term of office.
- 6) Interest will be paid to all reserve funds based on the average balance, calculated as the opening plus closing balances divided by two, at the annual average rate of return on long and short-term investments.
- 7) The Town will maintain reserve funds in accordance with Schedule A.
- 8) Program specific reserve funds are intended to accumulate the money collected for specific initiatives or programs stipulated at the time of collection.

MANAGEMENT OF THE RESERVE FUNDS

- 1) Under the direction of Council, the chief administrative officer or their designate will ensure funds are invested in accordance with provincial legislation.
- 2) Reserve funds will be drawn down only under circumstances specific to the individual reserve fund.

- 3) For reporting purposes, the reserve funds will be listed separately in the "notes" section of the Town's financial statements.

RESPONSIBILITIES

- 1) Only Council can approve the drawing down of a fund for operating or capital purposes except for:
 - a) Corporate Operating Reserve;
 - b) Emergency Response Reserve;
 - c) Operating and Capital Carry Forward Reserves
- 2) The Finance Committee will review the reserves policies at least every term of Council, or sooner if conditions warrant, and provide recommendations for Council approval.
- 3) Administration will annually provide Council with:
 - a) Actual year end reserve fund balances;
 - b) Five-year, projected, uncommitted reserve fund balances;
 - c) Five-year, anticipated reserve contributions and draws;
 - d) Reserve fund statistics as follows:
 - i) capital reserve fund contributions as a ratio to capital asset value,
 - ii) capital reserve fund contributions as a percentage of annual depreciation,
 - iii) the ratio of reserve funds to outstanding debt,
 - iv) the unamortized balance of capital assets relative to historical cost (the asset consumption ratio), and
 - v) total annual budgeted operating expenditures.

Town of Calmar Reserve's Policy – Schedule A

Fund	Purpose	Funding Source(s)	Minimum \$ Level	Target/Optimum \$ Level	Rationale Used to Establish Levels
Operating					
General Municipal Operating	For working capital purposes, to provide funding for unanticipated operating expenditures while providing municipal services, and for unforeseen general	One-time transfers and one-time unbudgeted sources of revenue.	16% of annual operating revenues (approx. 2 months)	50% of annual operating revenues (approx. 6 months)	GFOA best practices as applied upon assessment of the Town's circumstances and considering any short-term operating credit facilities available.
Corporate Operating Contingency	Subject to multi-year budgeting being approved by Council or required by provincial legislation, to fund unexpected or emergent operating demands that arise as a natural consequence of multi-year budgeting.	From municipal property taxes as required.	1% of annual budgeted municipal property taxes	1.5% of annual budgeted municipal property taxes	Comparison to amounts set by other municipalities and historical experience.
Tax Stabilization	To mitigate tax rate increases in cases of an emergent and/or non-recurring nature.	One-time transfers and one-time unbudgeted sources of revenue.	3% of annual operating expenditures	7% of annual operating expenditures	Estimated based on economic fluctuations and provincial funding patterns.
Emergency Response	To fund operations, repairs and/or prevention of a community disaster or emergency.	From municipal property taxes as required.	2% of annual budgeted municipal property taxes	5% of annual budgeted municipal property taxes	Estimation of the cost for a mid range disaster after cost recovery grants from Federal and Provincial governments.

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Capital Reserves					
General Municipal Capital	To fund new capital projects or for capital expenditures necessary in cases of emergency	Transfers from property tax revenue, annual contributions to capital from operations, and one-time transfers to boost reserve levels.	Adequate to fund new capital projects identified as reserve funded in the long-term financial capital planning summary and unanticipated capital expenditures within the next 5 years.	Adequate to fund new capital projects identified as reserve funded in the long-term financial capital planning summary and unanticipated capital expenditures within the next 10 years.	Best practices call for fund balances based upon an analysis of the needs of the municipality, taking into consideration long term financial strategies, capital project plans, and asset management plans.
Asset Replacement/ Rehabilitation	To fund asset rehabilitation and replacement capital projects.	Transfers from annual operating surpluses, budgeted transfers from municipal property tax revenue, and other one-time transfers to boost reserve levels.	Adequate to fund rehabilitation and replacement capital projects identified as reserve funded in the long-term financial capital planning summary and unanticipated capital expenditures within the next 5 years.	Adequate to fund rehabilitation and replacement capital projects identified as reserve funded in the long-term financial capital planning summary and unanticipated capital expenditures within the next 10 years.	Best practices call for fund balances based upon an analysis of the needs of the municipality, taking into consideration long-term financial strategies, asset management plans, and annual depreciation amounts.

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		Program Specific			
Water Utility	To fund capital projects related to the Water and Utility metering Systems.	(1) special financing initiatives (2) special requisitions (3) grant funding specific to utility programs (4) net surplus from annual operations of the Utility department	\$500,000	\$1,000,000	Estimation based on rate model projections of reserve requirements to fund anticipated water capital projects over the next 10 years.
Wastewater Utility	To fund capital projects related to the Wastewater and Storm Drainage Systems.	(1) special financing initiatives (2) special requisitions (3) grant funding specific to utility programs (4) net surplus from annual operations of the Utility department	\$750,000	\$1,250,000	Estimation based on rate model projections of reserve requirements to fund anticipated wastewater capital projects over the next 10 years.
Solid Waste Collection	To fund the lifecycle replacement of capital infrastructure or future capital acquisitions relating to solid waste collection services.	(1) special financing initiatives, (2) special requisitions (3) grant funding (4) net operating surplus of the Solid Waste Collection department	\$250,000	\$300,000	Estimation based on rate model projections of reserve requirements to fund anticipated solid waste recycling capital projects over the next 10 years.
Solid Waste Recycling	To fund the lifecycle replacement of capital infrastructure or future capital acquisitions relating to solid waste recycling services.	(1) special financing initiatives, (2) special requisitions (3) grant funding (4) net operating surplus of the Solid Waste Recycling department	\$250,000	\$350,000	Estimation based on rate model projections of reserve requirements to fund anticipated solid waste recycling capital projects over the next 10 years.

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Affordable Housing	To fund the construction and operation of Affordable Housing, units, and acquisition of land	Mill rate assessment on residential and non-residential sectors ¹ and one-time transfers to boost reserve levels per Council resolution or policy.	TBD	TBD	Best practices call for fund balances based upon an analysis of the needs of the municipality, taking into consideration strategic and capital project plan.
Protective Services	To fund expenses related to policing or traffic safety initiatives and community safety initiatives and programs.	10% of the revenues from enforcement	None	None	None
Culture Trust Fund	To fund local, invitational, open or commemorative art competitions, community art projects, public art projects, and related maintenance and operations of the public art program. Fund cultural events or projects as per Council resolution	Annual budget allocations equal to \$5 per capita and allocation of 0.5% of the Town contributions to above ground construction projects.	None	None	None
Economic Development	To fund economic development initiatives and/or programs.	Annual budget allocations equal to \$8 per capita	None	None	None
Special Projects	To fund special projects that are partially funded through fundraisers and/or private donations	Donations, fundraisers and/or Town Council resolutions	None	None	None
Library Board	To fund special projects and in year funding shortfalls	Program surplus at year end	None	None	None
Sustainability	To fund programs and projects to finance and promote energy efficiency, greenhouse gas reduction measures, and climate adaptation.	50% of the Transfers from franchise fees	None	None	None

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Dedicated – Funded by Development					
Offsite Levy	To fund the future costs to provide new or expanded infrastructure required for development.	Levies assessed to development in accordance with the Municipal Government Act	None	None	None
Recreation Contributions	To fund recreation projects in accordance with the Recreation Contribution Policy	To accumulate voluntary contributions from development towards new recreation infrastructure	None	None	None
Cash in-lieu of Municipal Reserve	To fund public parks, public recreation areas or school authority developments as are allowed by Section 671(2) of the MGA	Funds are collected as part of the Subdivision approval process, and payments are outlined in a Subdivision Servicing Agreement.	None	None	None

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TOWN OF CALMAR

2021 Final Capital Expenditure/Budget

PROJECT	BUDGET		YTD EXPENSE		FUNDING SOURCE FINAL BUDGET					FUNDING AGENCY	FUNDING SOURCE 2021 BUDGET ADJUSTMENTS					FUNDING SOURCE 2021 FINAL							
	2020 Budget	2021 Budget	YTD OPERATING	YTD RESERVE	Fed/Prov. Grant	Debenture	Operating	From Reserve	Other		Notes	Fed/Prov Grant	Debenture	Operating	Reserve	Other	MSP Grant (Provincial)	MSI Grant (Provincial)	CCBF Grant (Provincial)	Debenture	Operating	From Reserve	Trade In
Street Cameras (4)		35,000		39,018.40				35,000		Operating Contingency Reserve											32,330.09		6,688.31
Truck Camera		6,000		8,997.40				6,000		Infrastructure Reserve											8,997.40		
Gravel Truck		168,300	157,106.24		168,300					MSI Capital						157,106.24							
Snowblower		158,188	153,397.00		158,188					MSI Capital						153,397.00							
Loader Plow Blade		22,314		20,285.00				22,314		Infrastructure Reserve											20,285.00		
Crosswalk lights 51 St		50,000		42,244.53				50,000		Infrastructure Reserve											42,244.53		
P/W Camera Upgrade		46,818	42,562.00		46,818					MSI Capital											42,562.00		
Shop Yard Upgrade		250,000			250,000					MSI Capital													
Lane Upgrade		135,000	114,831.82		135,000					MSI Capital													
44th Avenue Construction		600,000	775,821.12		264,840			335,160		MSP Grant & Infrastructure Reserve						264,840.00	460,810.94				49,509.62		660.56
Lagoon Dredge		194,289			194,289					MSI Capital & FGT													
Sewer Line Inspections		50,000			50,000					FCM Capital (MAMP Funding)													
Calmar Recreation Park (design)		117,000		27,716.05				61,460	55,540	Parks Reserve & Leduc County											27,716.05		
Grasshopper		19,000		30,000.00				14,559	4,441	Parks Reserve & Leduc County											14,559.00	11,000.00	4,441.00
Parks Benches/Tables		18,000		16,861.64				18,000		Parks Reserve											16,861.64		
Arena Heat Exchanger		36,200		36,200.00				19,015	17,185	Arena Reserve & Leduc County											19,015.00		17,185.00
Parks Trail		160,000		182,986.50				160,000		Parks Reserve				27,000							182,986.50		
Rooftop Solar Photovoltaic Equipment			157,760.00							Enmax	157,760												157,760.00
Spray Park	30,000			28,668.00						Parks Reserve											28,668.00		
48A Avenue - Asphalt Work			35,409.00																		35,409.00		
Parkview Cres - Progress Payment #5			11,789.42																		11,789.42		
52nd Street - Pre-Engineering			13,009.00																		13,009.00		
Total	30,000	2,066,109	1,461,685.60	432,977.52	1,267,435	0	721,508	77,166				0	0	27,000	0	264,840	886,146	-	-	48,418	497,524	11,000	186,735
Approved this 21 st day of March, 2021			1,894,663.12				2,066,109														1,894,663.12		

February 4, 2022 submitted to MSI - not accepted yet
 February 4, 2022 submitted to MSI - not accepted yet
 Submitted to CCBF - denied - February 17 submitted to MSI
 February 4, 2022 submitted to MSI - not accepted yet
 Feb 4, 2022 Submitted to MSI - not accepted yet
 Submitted to CCBF - denied - February 17 submitted to MSI

Mayor Carnahan: _____

Grant Funding Available	2021	2022
2020 MSI Carry forward	249,489	
2021 MSI Allocation	636,657	
Total 2021 MSI Grant	886,146	

Operational Revenue

2021 FGT **260,873** 260,873.00 Gas Tax Available

TOWN OF CALMAR

2021 Expenditures YTD/Budget

PROJECT	BUDGET			YTD EXPENSE		FUNDING SOURCE FINAL BUDGET					FUNDING AGENCY	FUNDING SOURCE 2021 BUDGET ADJUSTMENTS					FUNDING SOURCE 2021 FINAL								
	2020 Budget	2021 Budget	ASSET GL	YTD OPERATING	YTD RESERVE	Fed/Prov. Grant	Debenture	Operating	From Reserve	Other		Notes	Fed/Prov Grant	Debenture	Operating	Reserve	Other	MSP Grant (Provincial)	MSI Grant (Provincial)	CCBF Grant (Provincial)	Debenture	Operating	From Reserve	Trade In (Operating)	Other
Street Cameras (4)		35,000	3-00-00-530		39,018.40				35,000		Operating Contingency Reserve														
Truck Camera		6,000	3-00-00-530		8,997.40				6,000		Infrastructure Reserve														
Gravel Truck		168,300	3-00-00-551	157,106.24		168,300					MSI Capital							157,106.24							
Snowblower		158,188	3-00-00-530	153,397.00		158,188					MSI Capital							153,397.00							
Loader Plow Blade		22,314	3-00-00-530		20,285.00				22,314		Infrastructure Reserve														
Crosswalk lights 51 St		50,000	3-00-00-510		42,244.53				50,000		Infrastructure Reserve														
P/W Camera Upgrade		46,818	3-00-00-530	42,562.00		46,818					MSI Capital														
Shop Yard Upgrade		250,000				250,000					MSI Capital														
Lane Upgrade		135,000	3-00-00-510	114,831.82		135,000					MSI Capital														
44th Avenue Construction		600,000	3-00-00-510	775,821.12		264,840			335,160		MSP Grant & Infrastructure Reserve						264,840.00	460,810.94							
Lagoon Dredge		194,289				194,289					MSI Capital & FGT														
Sewer Line Inspections		50,000				50,000					FCM Capital (MAMP Funding)														
Calmar Recreation Park (design)		117,000	3-72-00-560		27,716.05				61,460	55,540	Parks Reserve & Leduc County														
Grasshopper		19,000	3-00-00-530		30,000.00				14,559	4,441	Parks Reserve & Leduc County														
Parks Benches/Tables		18,000	3-00-00-530		16,861.64				18,000		Parks Reserve														
Arena Heat Exchanger		36,200	3-00-00-530		36,200.00				19,015	17,185	Arena Reserve & Leduc County														
Parks Trail		160,000	3-00-00-510		182,986.50				160,000		Parks Reserve														
Rooftop Solar Photovoltaic Equipment			3-00-00-530	157,760.00							Enmax														
Spray Park	30,000		3-00-00-530		28,668.00						Parks Reserve	157,760													
48A Avenue - Asphalt Work			3-00-00-510	35,409.00																	35,409.00				
Parkview Cres - Progress Payment #5			3-00-00-510	11,789.42																					
52nd Street - Pre-Engineering				13,009.00																	13,009.00				
Total	30,000	2,066,109		1,461,685.60	432,977.52	1,267,435	0		721,508	77,166			0	0	27,000	0	264,840	886,146	-	-	48,418	498,185	11,000	186,074	
Approved this 15th day of March, 2021				1,894,663.12				2,066,109														1,894,663.12			

Solar Panels - Capital Lease
TOTAL ASSET ADDITIONS - 2021

Mayor Yachimetz: _____

Grant Funding Available	2021	2022
2020 MSI Carry forward	249,489	
2021 MSI Allocation	636,657	
Total 2021 MSI Grant	886,146	
2021 FGT	260,873	260,873.00 Gas Tax Available

February 4, 2022 submitted to MSI - not accepted yet
 February 4, 2022 submitted to MSI - not accepted yet
 Submitted to GTF - denied - February 17 submitted to MSI
 February 4, 2022 submitted to MSI - not accepted yet
 Feb 1, 2022 Submitted to MSI - not accepted yet
 Submitted to FGTF - denied - February 17 submitted to MSI
 Alberta

2021 Reserve Reconciliation

2021 YE GL ACCOUNT NO.	2020 YE GL ACCOUNT NAME	RESERVE NAME	OPENING BALANCE	2021			CLOSING BALANCE	COMMENT
				BUDGET REDUCTIONS	TSF TO CAPITAL ACTUAL REDUCTIONS	TSF TO OPERATING ACTUAL REDUCTIONS		
4-77-00-636	Land Sale Reserve	Land Sale	-				-	
4-77-00-710	Operating Contingency Reserve	Operating Contingency Street Cameras (4) Strategy & Style Guide Development	(472,116.96)	35,000.00	32,330.09	297,650.45		
4-77-00-715	Debenture Stabilization Reserve	Debenture Stabilization	(246,422.00)			15,000.00		Contribute to Operating
4-77-00-720	Incentive Grant Reserve	Incentive Grant	(60,000.00)					
4-77-00-901	Offsite Levy - Water	Water Offsite Reserve	(69,795.77)			20,000.00		Why is this not included in the Audit Reserve Balance page 5 Fx Statements 2020
4-77-00-902	Offsite Levy - Sewer	Sewer Offsite Reserve	(112,950.13)					
4-77-00-903	Transportation Offsite Reserve	Transportation Offsite	(48,277.95)					
4-77-00-905	Infrastructure Reserve	Infrastructure Truck Camera Loader Plow Blade Crosswalk Lights - 51st St. P.W. Camera Upgrade 44th Avenue Construction Parkview Crescent (2019 Budget item)	(594,207.05)	6,000.00 22,314.00 50,000.00	8,997.40 20,285.00 42,244.53 42,562.00 49,509.62 11,789.42 175,387.97	236,055.00		
4-77-00-925	Town Hall Reserve	Town Hall	(38,776.86)					
4-77-00-935	Emergency Response	Disaster Services Reserve	(1,308.46)					
4-77-00-950	Parks Facility Reserve	Parks Facility Sentag Office Trailer Sale Zolner Park Design Grasshopper Park Benches/Tables Parks Trail Contributed to 2-72-00-221 (Promotions & Hosting)-Calmar Days - Motion R-21-06-34 Spray Park (2020 Budget item)	(304,739.38)	61,460.00 14,559.00 18,000.00 160,000.00	27,716.05 14,559.00 16,861.64 182,986.50 28,668.00 270,791.19	18,000.00	(35,000.00)	Contribute to Operating
4-77-00-951	Arena Building Reserve	Arena Arena Heat Exchanger	(70,824.85)	19,015.00	19,015.00			
4-77-00-955	Library Board	Library Facility Reserve	(188.89)					
2021 BALANCE			(2,019,608.30)	386,348.00	497,524.25	586,705.45	(35,000.00)	(970,378.60)
2021 CURRENT GL BALANCE						1,084,229.70		(1,557,084.05)
2021 YEAR END VARIANCE JE REQUIRED								586,705.45
Policy 2021-090		Solid Waste Collection	-				35,481.97	
		Protective Services					3,321.17	
		Culture Trust Fund					11,140.00	
		Economic Development					17,824.00	
		Sustainability					204,716.93	
							(272,484.07)	Policy Reserve Transfers - not done at 2021 YE

FCSS IMPACT

Community Volunteer Income Tax Program

2021

of Communities Reporting



of Returns Filed



of Children Impacted



of Seniors Impacted



of Low Income Individuals Impacted



Total Amount Coming Back Into Alberta Communities



\$71,088,814

Contributing To...



Poverty



Economic Self-Sufficiency

Hello

I want to share the aggregated information we have for the 2021 data collected by FCSS programs who offer the Volunteer Income Tax program.

We had 48 FCSS Programs around the province providing data for 2021, which is up from 36 reporting last year.

Thank you to everyone who has taken the time and resources to participate in this!

The data is amazing and helps to highlight the impact FCSS is having in reducing poverty and increasing economic self-sufficiency in communities across Alberta.

If you have any questions, please let me know! And if you have not yet participated in this data collection process, but want to, let me know and I will send you all the information you need.

Thanks again for those of you who have contributed!!!

Jannette Riedel

FCSS Outcome Measures Trainer
Family and Community Services Branch
Community Services and Supports Division
Community and Social Services

And

Director of Mannville – Minburn – Innisfree
Family and Community support Services
And

Yellowhead Community Support Society
5004 – 49 Street
Box 534

Mannville AB T0B 2W0

Phone: 780-763-3005 fax: 780-763-3004

Cell: 780-581-4477

Email: j.riedel@mannville.ca

Website: <http://mmifcss.wixsite.com/mmifcss>



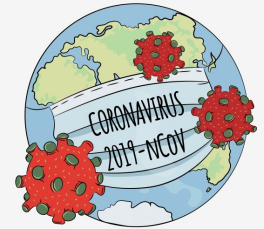
BOARD HIGHLIGHTS

February 23, 2022



COVID-19 UPDATE

Associate Superintendent Monty presented an update on COVID-19 in BGSD schools. The Division notified all staff on February 14, 2022 that BGSD’s vaccination requirements no longer applied to non-school employees, including parents and volunteers. Staff was also notified that AP 166 Appendix B – COVID-19 Vaccination will no longer be in force and will be obsolete effective February 27, 2022. Associate Superintendent Monty confirmed that BGSD is experiencing a downward trend in teacher, support staff and student absences.



COVENANT CHRISTIAN SCHOOL—2022-2023 SCHOOL YEAR



Superintendent/CEO Romanchuk explained that the Covenant Christian School (CCS) 2022-2023 school year calendar is identical to the BGSD 2022-2023 school year calendar with the exception of the Christian Teachers’ Convention that CCS staff and administration will attend on October 20 and 21, 2022.

The Board approved the [2022-2023 Covenant Christian School year calendar](#) as presented.

LOCALLY DEVELOPED COURSES



The Board approved the use of the following Locally Developed Courses:

Creative Writing 35-5 / Authorized from September 1, 2022 – August 31, 2023

POLICY DEVELOPMENT

The Board approved Board [Policy 8 – Board Committees](#) and [Appendix A – Terms of Reference](#) as presented.



COMMUNITY ENGAGEMENT & ADVOCACY

On February 22nd, BGSD made a presentation to the City of Beaumont highlighting the need for a new high school. The City of Beaumont tasked City administration to provide possible options to council by the end of the first quarter of 2022.



The Trustees appreciated the involvement of all participants, especially student participants, at the Council of School Communities on February 15th. Feedback will be collated and a report will be shared with those who attended and presented to the Board at a later date to be considered during their spring planning workshop.

The New High School Naming Committee met for the second time and offered thanks to all those who submitted name suggestions, with approximately eighty names submitted for consideration. The Committee will narrow down the list to five possibilities and submit those possibilities to the Board to choose the winning name.

The Board will look at what mental health funding supports are offered by the Government of Alberta and advocate to ensure that BGSD students and staff have the supports they need.



CELEBRATING SUCCESS

The [February 2022 School News](#) was presented recognizing schools and staff throughout the Division. The School News is posted to the BGSD website.



March 14, 2022

Follow AHS_Media on Twitter 

Albertans invited to free, online wellness workshops

EDMONTON – Albertans are invited to participate in Wellness Exchange, an upcoming series of skill-building workshops designed to help adults increase their ability to cope with change, build resilience, and improve overall well-being.

The workshops, which start next month, are divided into five weekly sessions, each related to a specific topic related to wellness. They run Tuesdays from 11 a.m. to noon between March 8 and April 5; Wednesdays from 6:30 p.m. to 7:30 p.m. between April 13 to May 11; and Thursdays from 11 a.m. to noon between May 26 to June 23. Albertans can register for some or all of the five sessions, and participate through a smartphone, tablet or computer. The sessions are:

Week 1: Problem-solving — It's important to clearly define problems and look at all possible solutions. Learning ways to problem solve effectively, influence what we can, and increase confidence in the decisions that we make.

- [Registration for Tuesday, March 8 from 11 a.m. to noon](#)
- [Registration for Wednesday, April 13 from 6:30 p.m. to 7:30 p.m.](#)
- [Registration for Thursday, May 26 from 11 a.m. to noon](#)

Week 2: Positive Activities — Positive activities provide opportunities for enjoyment, improve mood, increase sense of control over life, and create hope.

- [Registration for Tuesday, March 15 from 11 a.m. to noon](#)
- [Registration for Wednesday, April 20 from 6:30 p.m. to 7:30 p.m.](#)
- [Registration for Thursday, June 2 from 11 a.m. to noon](#)

Week 3: Managing Reactions — Having confidence in one's ability to effectively manage emotions is important, as it helps protect well-being, maintain healthy connections, make effective decisions, and respond in healthy ways.

- [Registration for Tuesday, March 22 from 11 a.m. – noon](#)
- [Registration for Wednesday, April 27 from 6:30 p.m. to 7:30 p.m.](#)
- [Registration for Thursday, June 9 from 11 a.m. to noon](#)

Week 4: Helpful Thinking — Thoughts have an impact on how we see the world, how we feel, and how we behave. Shifting from unhelpful to helpful thinking is important to help increase our confidence in coping with stressors, improve mood, and reduce the intensity of reactions.

- [Registration for Tuesday, March 29 from 11 a.m. to noon](#)
- [Registration for Wednesday, May 4 from 6:30 p.m. to 7:30 p.m.](#)
- [Registration for Thursday, June 16 from 11 a.m. to noon](#)

Week 5: Healthy Connections — Social support and connecting with others helps us feel a sense of belonging and reduces isolation.

- [Registration for Tuesday, April 5 from 11 a.m. to noon](#)
- [Registration for Wednesday, May 11 from 6:30 p.m. to 7:30 p.m.](#)
- [Registration for Thursday, June 23 from 11 a.m. to noon](#)

Follow AHS_Media on Twitter 

Email AHSWellnessExchange@ahs.ca with any questions on the Wellness Exchange.

Alberta Health Services is the provincial health authority responsible for planning and delivering health supports and services for more than four million adults and children living in Alberta. Its mission is to provide a patient-focused, quality health system that is accessible and sustainable for all Albertans.

- 30 -

For media inquiries, contact:

Shelley Rattray
Alberta Health Services
587-986-9689



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

February 24, 2022

Dear Chief Elected Officials:

I am writing to share information with you about *Budget 2022*, which my colleague, the Honourable Travis Toews, has tabled in the Alberta legislature. You will find below some details about Budget 2022 that are most closely related to Alberta Municipal Affairs and the Alberta municipalities that we all continue to serve.

Alberta's government is investing approximately \$980 million overall to build stronger communities across our province. These funds will continue to deliver important programs and services, support effective governance, and protect public safety. Alberta is moving forward to a time of economic recovery and prosperity, where Albertans have opportunities to build their skills, pursue their passions, and support themselves and their families. That's why we are continuing to provide significant infrastructure funding in the near term to support our economic recovery, even as we help municipalities adjust to new funding levels.

As we discussed last year, Municipal Sustainability Initiative (MSI) capital funding is averaging \$722 million a year for three years, from 2021-2024. We front-loaded MSI funding for 2021-22 to a total of approximately \$1.2 billion, to help municipalities recover from the pandemic and provide flexibility to ensure priority capital projects could continue. As a result, MSI funding for 2022 and 2023 has been reduced proportionately to \$485 million each year. Additionally, municipalities and Metis Settlements will continue to receive \$30 million under the operating component of the MSI program.

The goal of this strategic, multi-year funding approach is to prepare for implementation of the Local Government Fiscal Framework in 2024-25. Our government passed the *Local Government Fiscal Framework (LGFF) Act*, paving the way for Municipal Affairs to establish a predictable, reliable, long-lasting funding arrangement with Alberta municipalities that is tied to provincial revenues. Baseline funding for the first year of the LGFF in 2024-25 will remain at \$722 million, equivalent to the current three-year average funding level of MSI. The estimated 2022 MSI allocations are available on the program website [here](#).

As you are also aware, the federal Gas Tax Fund changed its name and is now called the Canada Community-Building Fund (CCBF). Fortunately, the level of funding for Alberta has not changed, and we anticipate receiving approximately \$255 million from this federal fund again this year. The estimated 2022 CCBF allocations are available on the program website [here](#).

.../2

- 2 -

MSI and CCBF program funding is subject to the Legislative Assembly's approval of Budget 2022. Individual allocations and 2022 funding are subject to ministerial authorization under the respective program guidelines. Federal CCBF funding is also subject to confirmation by the Government of Canada. You should anticipate receiving letters confirming MSI and CCBF funding commitments in April.

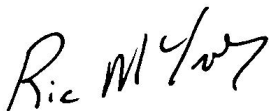
I am pleased to inform you that funding in support of local public library boards will continue to remain stable, helping to deliver important literacy resources to Albertans. We are also maintaining equivalent levels of operational funding for other services, such as the Land and Property Rights Tribunal.

As we all look to the time ahead, I can tell you that Alberta's government understands the challenges and the opportunities that are facing Alberta communities. As we continue to recover from the pandemic and prepare for economic growth, Municipal Affairs remains committed to providing sustainable levels of capital funding, to promoting economic development, and to supporting local governments as they deliver programs and services that Albertans need.

Alberta is moving forward to a prosperous financial future, and Albertans are doing their part to get us there. Alberta's government will do its part by sticking to our fiscal plan. We will continue our disciplined spending to maintain balance, and we will continue to respect Albertans' tax dollars by keeping our spending in line with other provinces.

With our eyes on these goals, we will move forward to a bright, thriving, and prosperous future where Alberta firmly secures our place as the economic engine of our nation.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, slightly slanted style.

Ric McIver
Minister



Family Resource Network
leduc-county.com
780-979-2385 | frn@leduc-county.com

AGES AND STAGES DEVELOPMENTAL CHECK IN

Online

Have you ever wondered about your child’s development? The Ages and Stages Questionnaire provides a fast and helpful look at how your child is doing in important areas like communication, social skills, motor skills and problem solving skills. Screening can identify your child’s strengths, uncover new milestones to celebrate and reveal any areas where your child may need support. It helps you understand your child’s development and know what to look for next.

The ASQ and ASQ:SE questionnaires are designed to help you monitor your child’s development at regular intervals from 2 months to 5 years of age. To access these questionnaires, go to our website below.

www.leduc-county.com/en/living-here/early-learning-and-care.aspx

For more information, please call 780-979-2385 or email frn@leduc-county.com.





Leduc County Family Resource Network

Spring program schedule

Leduc County Family Resource Network (FRN) is hosting a number of programs this spring. Programs are designed to enhance child and youth development, increase caregiver capacity and support socialization. Programs are open to all Albertans.

Programs for parents and children

Riding the emotional wave with your child
(online program)

- ▶ Wednesdays, March 2 to 23

Family fun night with FRN (online program)

- ▶ Wednesday, April 13

Home Alone: parent and child (online program)

- ▶ Wednesday, May 11

Programs for parents

Circle of Security (online program)

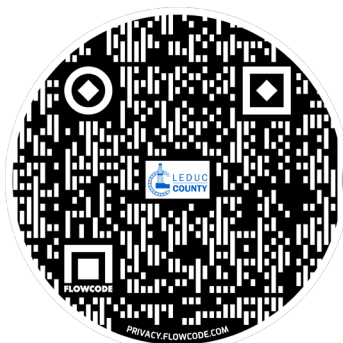
- ▶ Wednesdays, March 2 to April 13

Programs for new parents

Swaddled in Support (online program)

- ▶ Thursdays, April 14 to May 12

Learn more at www.leduc-county.com/FRN-spring-programs





Leduc County Family Resource Network

Time-in bags

Are you looking for an opportunity to pause and enjoy some family time that doesn't include screens? Leduc County Family Resource Network (FRN) can help with that!

In March, April and May, you can register for and pick up a **“time-in bag”** that is filled with activities and ideas that will add fun, encourage creativity and help you connect to your child and family.

Different bags are available for different age groups, including 2 to 6 years, 7 to 13 years and 14 to 17 years.

Register now

There are a limited number of bags available each month, so you must call ahead to pre-register.

To register, contact Leduc County FRN at **780-979-2385** or email **frn@leduc-county.com**. Bags will be available for pick up at the locations listed below.

MARCH time-in bags pick up locations

- ▶ New Sarepta Library (5150 Centre St., New Sarepta, AB)
- ▶ Warburg Library (5212 50 Ave., Warburg, AB)

APRIL time-in bags pick up location

- ▶ Calmar Library (4705 50 Ave., Calmar, AB)

MAY time-in bags pick up location

- ▶ Thorsby Library (4720 48 Ave., Thorsby, AB)

Learn more at www.leduc-county.com/time-in-bags



Swaddled in Support

**Date: Thursdays
from April 14th – May 12th, 2022**

Time: 1:30- 2:15 p.m.

Location: Online

Did you have a baby in the last year? If so Swaddled in Support is the program for you! This program will provide you with the opportunity to connect with other parents and explore how to support your baby's development and your wellbeing as a new parent. The parenting journey can be a challenge but being connected means you don't have to travel alone. Join us online to stay in touch and learn together.

In partnership with Leduc County

Family Resource Network

Registration deadline: **April 6th, 2022**

Scan QR code to register or email frn@leduc.ca



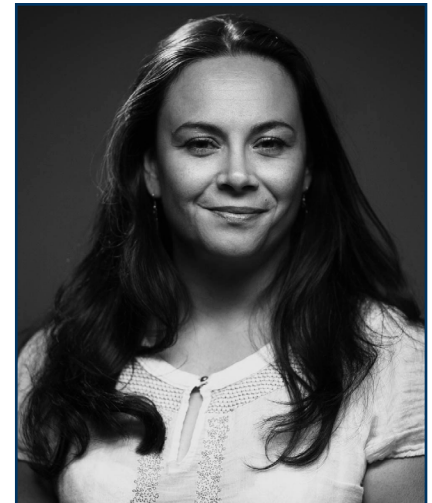


Cultural Appreciation or Appropriation?

Lunch and learn series

Join Leduc County Family and Community Support Services and Christine Sokaymoh Frederick for a presentation that engages the complex dynamics surrounding cultural appropriation. The presentation will be presented from an Indigenous perspective and will include definitions, history in Canada, examples of what not to do and recommendations.

Christine Sokaymoh Frederick is the Executive Artistic Director of the Dreamspeakers Festival Society and producer of the annual Dreamspeakers Indigenous Film Festival (DIFF) and the Rubaboo Arts Festival. She is Cree-Métis with forty years of artistic experience. She is the first Indigenous Associate Artist of the Citadel Theatre and served on many artistic boards including the Edmonton Symphony Orchestra, the Edmonton Arts Council and Alberta Foundation of the Arts. She served on the committees for the ÎNÎW River Lot 11[∞] – one of the first Indigenous Public Art Parks in the world – the City of Edmonton’s Indigenous Artist in Residence and the National Advisory Committee for the National Arts Centre’s Creation Fund. She produced and performed in a dance theatre double-bill national tour of Bears by Matt MacKenzie and her own play Minosis Gathers Hope. She is the recipient of the 2007 Esquao Award in Arts and the 2016 Mayor’s award for Excellence in Artistic Leadership.



Christine Sokaymoh Frederick

- ▶ **Date:** Friday, April 8
- ▶ **Time:** noon to 1 p.m.
- ▶ **Location:** online
- ▶ **Technology needed:** participants will require internet access by computer, laptop or smartphone
- ▶ **Spaces available:** minimum of 10 participants; maximum of 100
- ▶ **Register:** please register by contacting Eugena at **780-955-6421** or **eugena@leduc-county.com**.



Irregular Income

Join Leduc County, Leduc Adult Learning and the Credit Counselling Society for an online or telephone workshop on how to manage irregular income. The webinar will be beneficial for hourly, seasonal, commission, contract and/or self-employed individuals; however, everyone is welcome to attend.

- ▶ **Date:** Wednesday, April 6
- ▶ **Time:** 1 to 2 p.m.
- ▶ **Location:** online or telephone
- ▶ **Spaces available:** minimum of 12 registrants, maximum of 50
- ▶ **Technology needed:** internet access by computer, tablet or smart phone
- ▶ **Register:** contact Lucille at **780-941-2382** or **Lucille@leduc-county.com** or Denise at **780-915-9835** or **learn@leducadullearning.ca**
- ▶ **Registration deadline:** Monday, April 4





Home Care, Respite Care and the Self-Managed Care Program

Explained

Do you have a thorough understanding of what home care services are? Do you know how they could benefit you or a loved one? Is it clear to you how the funding for these services works? If you answered “no” to any of these questions, you would benefit from joining us for an all-encompassing presentation on home care. We will address some commonly asked questions about home care, including:

- ▶ “What exactly is home care?”
- ▶ “What services can home care provide to me?”
- ▶ “How do I access services?”
- ▶ “Are respite care hours something I can use?”
- ▶ “How many home care hours may I use? What if I need additional hours?”

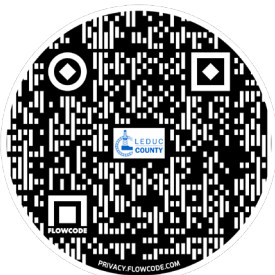
The presenters:

Program Manager Uju Adedun (RN, BScN, MBA),

Clinical Operations Manager Sara Rolf (RN, BScN)

Self-Managed Care and Invoicing Operations Manager Paul Lapoint (OT)

- ▶ **Date:** Wednesday, April 13
- ▶ **Time:** 2 to 3 p.m.
- ▶ **Location:** online via Zoom and in-person in Calmar
- ▶ **Technology needed:** participants will require internet access by computer, laptop or smartphone
- ▶ **Register:** please register by contacting Carla at **780-955-4554** or carla@leduc-county.com
- ▶ **Spaces available:** minimum of 10 registrants; maximum of 40





Getting to Know Your Grief

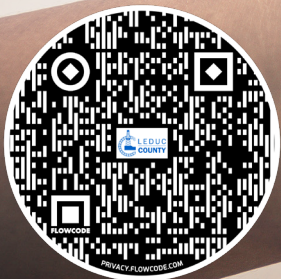
Online support group

Have you experienced the loss of a loved one? Join us for a free online grief support group where you will learn about the nature of the grief process, emotion and healing. Build an online community of individuals experiencing similar challenges, gain practical strategies for navigating grief and emerge with a clearer direction for moving forward. This will be a safe space to support one another by honouring our emotions and sharing our stories.

In partnership with Karunia Counselling, sessions will be facilitated by a Registered Psychologist and a Registered Social Worker.

This program is open to residents of Calmar, Thorsby, Warburg, New Sarepta, Leduc County, Devon and the County of Wetaskiwin.

- ▶ **Dates:** Mondays, April 25, May 2, 9, 16, 30, June 6, 13 and 27
- ▶ **Time:** 7 to 8:30 p.m.
- ▶ **Location:** online program
- ▶ **Technology needed:** participants will require internet access by computer, laptop or smartphone.
- ▶ **Register:** please register by contacting Eugena at **780-955-6421** or **eugena@leduc-county.com**.





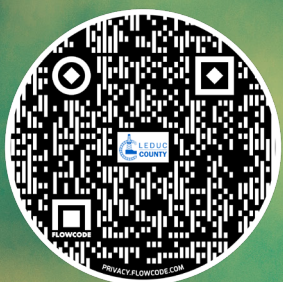
Creating a Safe Space at Home

Do you have a child who is questioning their sexual orientation and/or gender identity or identifies as being on the 2SLGBTIQ+ spectrum? Join Leduc County Family and Community Support Services (FCSS) and learn what you can do to support your child's healthy development and maintain a positive relationship.

This is a registered workshop that will be held virtually (online) through a secure video meeting platform. Participation requires internet access by computer, laptop or smartphone. If you are a two-parent family, we encourage both parents to attend the sessions if possible.

For more information, contact Eugena at **780-955-6421** or eugena@leduc-county.com.

- ▶ **Date:** Tuesday, April 26
- ▶ **Time:** 7 to 8:30 p.m.
- ▶ **Location:** online
- ▶ **Technology needed:** participants will require internet access by computer, laptop or smartphone
- ▶ **Register:** please register by contacting Eugena at **780-955-6421** or eugena@leduc-county.com
- ▶ **Spaces available:** minimum of five County registrants; maximum of 100





The Cardboard Box Challenge and the Power of Play

The Power of Play

Play is not just frivolous nor is it only for children. During this workshop for adults and parents, come learn about the importance of play for emotional well-being and human development. We are wired for play!

“Play enables people to live the ‘good life.’ A life that is balanced is meaningful and fulfilling. It’s the ‘why’ behind ‘what’ we do. When we get play right, all areas of our lives go better. When we ignore play, problems start. Play gives us the ability to handle the irony and ambiguity in the world.” – Stuart Brown

- ▶ **Date:** Thursday, March 31
- ▶ **Time:** 6:30 to 8 p.m.
- ▶ **Location:** Village of Warburg office basement - 5212 50 Ave., Warburg
- ▶ **Register:** please register by contacting Eugena at **780-955-6421** or eugena@leduc-county.com.
- ▶ **Spaces available:** minimum of five registrants; no maximum

The Cardboard Box Challenge

The cardboard box challenge is built from the comment we hear so often, “the kids just want to play with the box.” Well, now they can! This session is an interactive opportunity for adults and children to play together, use their imaginations and build relationship.

The community will provide more than 300 boxes to create an open-ended environment to play together. We provide a play coach to share some of the developmental enhancements that only happen during play. So bring your favourite people and come play with us! Bring the whole family; activities for all ages will be available on site.



- ▶ **Date:** Friday, April 1
- ▶ **Time:** 9:30 a.m. to 12:30 p.m.
- ▶ **Location:** Warburg Community Hall - 5335 50A Ave., Warburg
- ▶ **Register:** drop-in program. For more information, contact Eugena at **780-955-6421** or eugena@leduc-county.com.



CYBERWORLD WHAT HAPPENS WHEN YOUTH PRESS SEND?

MARCH 24, 2022 @ 6:00 PM

Call Calmar Community Services to Register now: 780.985.3191
Or register online [HERE](#).

WELCOME TO CYBERWORLD. THIS PRESENTATION IS NOT FOR THE FAINT AT HEART! IN FACT, WE ACTUALLY CONSIDER THIS PRESENTATION R RATED, SIMPLY DUE TO SOME OF THE CONTENT WITHIN IT. WE TALK ABOUT A LOT OF TOUGH STUFF INCLUDING ONLINE STREAMING, APPS, PORNOGRAPHY, GAMING, AND ALL THE OTHER STUFF THAT OUR CHILDREN AND YOUTH ARE NAVIGATING THESE DAYS. DEFINITELY TIME WELL SPENT, WE THINK!

Heather Bryans

From: Donna Anderson
Sent: Wednesday, March 16, 2022 10:33 AM
To: Heather Bryans
Subject: FW: Proposed Creekside Solar Project | March 16th Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Heather,

Please put on the next regular meeting agenda as information


TOWN OF
CALMAR
Donna Anderson
Acting Chief Administrative Officer

780.985.3604 ext 229
c 587-589-2898
danderson@calmar.ca

From: Richard Haas <Richard@voltarixgroup.com>
Sent: Tuesday, March 15, 2022 11:02 AM
Cc: David DeBruin <david@voltarixgroup.com>
Subject: Proposed Creekside Solar Project | March 16th Meeting

Good morning,

You are receiving this message as you're either a confirmed stakeholder, or Leduc County resident who has shown interest in the Creekside Solar project. It's been brought to our attention a resident has coordinated a Community Event the evening of March 16th regarding the proposed Creekside Solar project.

Despite the flier distributed for this event containing Voltarix' name, colors and project images; the March 16th event is **NOT** being hosted by our company. Nor did Voltarix receive an invitation to attend the event to present, answer questions or discuss concerns.

We strongly encourage public dialog surrounding the proposed project, and you are free to attend; however, Voltarix cannot confirm the accuracy of the information which will be presented. Our public consultation process will remain open for an additional 6 to 11 weeks while awaiting a Renewable Energy Referral Report from the Province, with ongoing one-on-one discussions with concerned residents, discussions of alternates and solutions to concerned and impacted neighbours, in-person meetings, phone consultations, and direct mail or hand delivered information packages to the few registered Land Title addresses which resulted in our initial physical mail-out being returned to sender.

We encourage you to visit the project website and review the Frequently Asked Questions (FAQ) as they are updated regularly ([click here](#)). A recording our the Voltarix hosted Public Open House from January 31st is also available on YouTube, or accessed through the project website ([click here](#)).

The most common concern we've heard surrounding the proposed project is in regards to potential impacts to Prime Agricultural lands, and I'm happy to provide an update in that regard:

From the onset of the project, Voltarix has planned to co-locate agricultural uses with the solar array. We reviewed our plans with Leduc County Agricultural Services (LCAS) in July 2021, who was supportive of our agricultural efforts and not concerned about lasting impacts to the agricultural potential of the land. LCAS offered suggestions on potential low light crops and industry associations that would be aligned with the co-location limitations. To date we have received three independent written "Expressions of Interest" from local farmers who are interested in co-located agricultural uses at the Creekside Solar upon operations. [Here is an approximate breakdown](#) of the agricultural potential of the land during operations (also posted online in our public FAQ), including a video from another North American array currently operating with sheep. The Claresholm solar project in Alberta also uses this model. Given the interest we've received from local farmers, we're confident in our ability to maintain an agricultural use within the project and not compromise the fertility of the land throughout construction and operations.

It's important to note, the project is still in design and planning, therefore critical information such as equipment setbacks are not yet defined by all Authorities Having Jurisdiction and changes may still occur. For this reason, project technical documents (field studies, tests, independent third party evaluations, etc.) will be released as one complete package, when final and accurate information is available as part of our AUC Power Plant Application. At this point all technical documentation will be publicly available for your review, prior to any formal regulatory approvals.

With all this said, Voltarix' door remains open for discussion, and a member of our team would be pleased to answer any specific questions to the best of our ability with the in-progress information that's available today.

As a reminder, you can contact our public consult agent, Karleen Jones at info@volarixgroup.com or 780-340-7627; and my contact information is noted below.

Have a good week,

Richard Haas

Richard A. Haas | Managing Director



Mobile 780-655-2552 Web www.volarixgroup.com

Address 10060 Jasper Ave, Tower 1, Suite 20205, Edmonton AB, T5J3R8

