

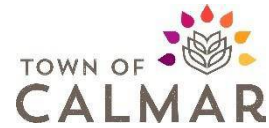
AGENDA

SPECIAL MEETING OF COUNCIL TO BE HELD
IN-PERSON & VIRTUALLY ON
JANUARY 11, 2023 COMMENCING AT 7:00 PM

GoToMeeting

Public Access Code: 738-393-413

ITEM	SOURCE
1.	Call to Order
2.	Adoption of Agenda
3.	Bylaws or Policies <ul style="list-style-type: none">a) Bylaw 2023-04 – Amendment to Land Use Bylawb) Bylaw 2023-05 – Amendment to Land Use Bylawc) Policy 2017-026 – Amendment to HR Policy
4.	New Business <ul style="list-style-type: none">a) Leduc County Disaster Services Agreement Updateb) Leduc Regional Housing Support Requestc) ICF Proposed Update – Discussion Only
5.	Closed Session <ul style="list-style-type: none">a) Personnel - (Pursuant to Section 24(1)(b)(i) of the Freedom of Information and Protection of Privacy Act).b) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)
6.	Adjournment



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-04 - Amendment to Land Use Bylaw
Approved By:	CAO Losier
Agenda Item Number:	3 A

BACKGROUND/PROPOSAL:

When bylaw 2017-07, being the Land Use Bylaw, was approved by Council, the property identified as Lot 4B, Block 9, Plan 942-2215 (civic address 5105-52 Ave) became R4 under the new LUB. Said property was within an R2 district which allowed in 2003 the construction of a single detached dwelling with a suite. With the passing of the current LUB, the property became an existing non-confirming use as single detached dwelling is not a permitted or discretionary use within a R4 district.

Proposed Bylaw 2023-04, a bylaw to amend the LUB is attached.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

An existent non-confirming use enables an owner to pursue the use **“as is”**. **Changes to the buildings and/or uses cannot occur unless in compliance with the current district regulation, which in this instance is R4.** Furthermore, in case of a fire, the buildings would not be allowed to be rebuilt and in an instance of the property being sold, the current status would likely prohibit the transaction, especially if the purchaser is using a financial institution for the transaction.

The R4 designation was likely allocated because of **this parcel’s location in relation to senior housing and downtown as well as its size.** The parcel is significantly large, capable of accommodating considerable intensification from the current use of a single detached dwelling.

Option 1 – Council Could redistrict the parcel to R2 which enables the current use.

Option 2 – Council Could decide to maintain the parcel within the R4 district and defeat the proposed bylaw.

Option 3 – Council could redistrict the parcel to a Direct Control district that would enable both the current use (R2 – single detached dwelling + suite) and the potential future intensification (R4).

Option 1 would have the benefit of making the current use compliant with a permitted use in the R2 district, but would not solve the issue with the detached garage setback as it currently is located within the 1.5 meter prescribed side yard. Therefore, to achieve full compliance, the owner would have to obtain a variance and/or move the garage. This option would also eliminate the possibility of future intensification, unless the owner would go through a redistricting process in the future.

Option 2 would protect the opportunity for intensification, but would make it extremely hard for the current owner to sell their property unless the purchaser would have the intention of changing the use to one that is compliant with an R4 district. There would still be the issue with the location of the detached garage which is closer to the side yard.

Option 3 enables to address the current situation while protecting the future intensification of this site.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

That Council select option 3 and gives first reading to Bylaw 2023-04.

BYLAW 2023-04
A BYLAW OF THE TOWN OF CALMAR
TO AMEND THE LAND USE BYLAW 2017-07 OF THE TOWN OF CALMAR

Being a Bylaw of the Town of Calmar in the Province of Alberta to amend the Land Use Bylaw of the Town of Calmar.

WHEREAS the Municipal Government Act, being Chapter M-26 of the R.S.A. 2000, as amended ("the Act") provides that a Municipal Council may amend its Land Use Bylaw.

WHEREAS the Council of the Town of Calmar wishes to amend its Land Use Bylaw 2017-07 as it affects certain lands.

NOW THEREFORE the Council of the Town of Calmar, duly assembled, enacts as follows.

- 1) Section 9, Land Use District Provisions is amended by adding the following section after 9.18.1 DC- DIRECT CONTROL DISTRICT 01:

9.18.2 DC – DIRECT CONTROL DISTRICT 02

1. General Purpose of District

- a. This district is intended to enable the existing land use to continue while enabling future land use intensification. The future intensification would allow the land to take advantage of the amenities present in the area while maximizing this large track of land.

2. Permitted Uses

- a. Dwelling, single detached;
- b. Suite, in-law or Suite, Secondary;
- c. Permitted and/or Discretionary uses of the R4 District; and
- b. Buildings and uses accessory to Permitted and/or Discretionary uses.

3. Development Regulations

- a. Site coverage:
 - i. Maximum site coverage for Dwellings shall not exceed forty percent (40%) of the site.
 - ii. Landscaping and amenity area shall cover combined a minimum of ten percent (10%) of the site;
- b. Maximum building height:
 - i. Building height shall not exceed 11 meters;
- c. Minimum yards for Main building:
 - i. Front yard (on 52nd Ave): 6 meters;
 - ii. Side yard: 3 meters; and
 - iii. Rear yard – (to south boundary of property): 6 meters.
- d. Minimum yards for accessory building:
 - i. Front yard (on 52nd Ave): 6 meters;
 - ii. Side and/or side yard: 1 meter; and

iii. Notwithstanding subsection ii above, the existing accessory building shall have a minimum side yard of 0.5 meter and a minimum front yard of 6.0 meters. Should any accessory building be demolished by fire or other, a 1 meter side setback and 6 meter front setback shall apply for the reconstruction and/or replacement of these buildings.

e. Parking and loading:

i. shall in in accordance with section 7.19 of the Land Use Bylaw.

f. Fences

i. shall be in accordance with Section 7.12 of the Land Use Bylaw.

g. Landscaping

i. shall be in accordance with Section 7.13 of the Land Use Bylaw.

2) That the land legally described as Lot 4B, Block 9, Plan 942-2215, identified by the municipal address 5105-52 Ave Calmar, be re-designated as follow:

a. From R4 Residential (Higher Density) to DC Direct Control District 02 as shown on the attached Schedule A.

3) This Bylaw shall come into full force and effect upon third and final reading thereof.

READ A FIRST TIME THIS ___ DAY OF January 2023.

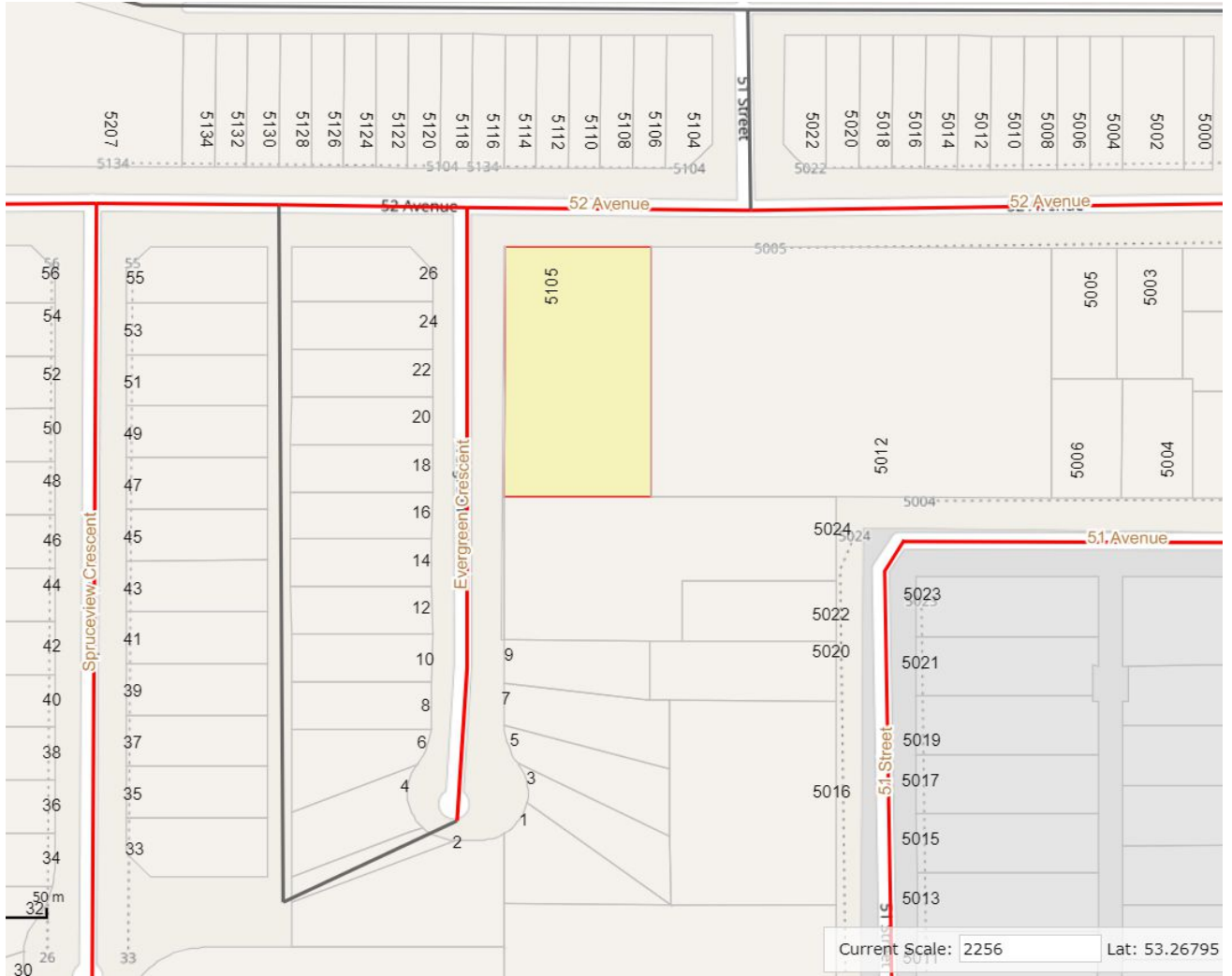
READ A SECOND TIME THIS ___ DAY OF FEBRUARY 2023.


READ A THIRD TIME AND FINALLY PASSED THIS ___ DAY OF FEBRUARY 2023.

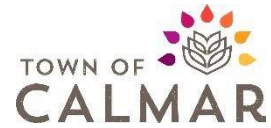
Mayor

Chief Administrative Officer

Schedule A – Bylaw 2023-04



 Redistricting from R4 to Direct Control District 02



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-05 - Amendment to Land Use Bylaw
Approved By:	CAO Losier
Agenda Item Number:	3 B

BACKGROUND/PROPOSAL:

Through discussion with business owners and staff, a few Land Use Bylaw items have been identified as problematic in Calmar’s pursuit of economic growth and/or diversification and offering a “concierge service”. The proposed amending bylaw contains a few elements that:

- will allow the business community some additional flexibility for signage; and
- allow to streamline the development permit process.

Sign: Section 8.37 is applicable to signs within the C1, C2, M1, and M2 districts, which basically are all the districts where non-residential uses can occur. Section 8.37 1 b. prohibits any sign or part of to be higher than 6 meters above grade.

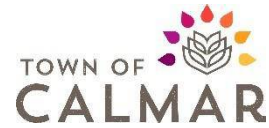
Processing Development Permits (DP): Section 2.2 provides the framework for the development officer. Section 2.2.5. limits the variance power to 10% in the case of side yards and 25% for rear yards.

Processing Development Permits: Section 3.14 provides the framework regarding decision on DP’s. This section prohibits the Development Officer (DO) to make a decision on many land uses even if the use is permitted in the district. Land use that are within the discretion of the DO are single detached/duplex with their accessory buildings/uses, small scale commercial/industrial (less then 2,000 m2), and other use not restricted by section 3.14. Furthermore, any use where variance in excess of 25% is being considered, the DO cannot make any decision.

Proposed Bylaw 2023-05, a bylaw to amend the LUB is attached.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

To provide signage flexibility and streamline the DP process, Administration is proposing certain amendments. In regard to sign, Administration is recommending exempting *sign, wall* from the 6-meter height limitation as many non-residential buildings have walls that are taller than 6



meters and locating their sign higher may present very interesting marketing and aesthetics/architectural benefits. This approach would have the benefits of addressing many non-conforming existing signs and allow an additional business to erect their new sign. This could **be done without any major impact to Calmar’s built form** until such time when Council and Administration will do a deep dive on signage in the community.

Regarding the Development Authority Officer, Administration recommends amending section 2.2.5 to provide greater flexibility to the DO and allow them to use their professional judgement on when to issue a variance, when to refuse it, and when to bring the application to the MPC. This would allow to avoid automatic referrals to the MPC, which can sometime take several weeks to coordinate. This amendment would significantly streamline the DP process. In order evaluate how the variance power is being used, Administration would track the occurrence and report to Council on a quarterly basis.

As for the decision on DP’s, Administration believes that section 3.14 is significantly impeding on **the municipality’s ability to be nimble, competitive, and able to provide a concierge service. With most permitted or discretionary uses, the MPC’s role should be eliminated unless of exceptional** circumstances attached to a DP, which in this instance is already covered under 3.14.1.f which allows the DO to use discretion and forward any application to the MPC if felt beneficial/necessary. Therefore, Administration is recommending the removal of subsection 3.14.1c, d, and e.

Option 1 – Council may request changes to the proposed bylaw prior to proceeding with first reading of an amended Bylaw 2023-05.

Option 2 – Council may provide direction to Administration on changes to Bylaw 2023-05 with the amended bylaw coming before Council for first reading at a later date.

Option 3 – Council may defeat first reading of Bylaw 2023-05.

Considering that the Town currently has an application for a sign, Administration would strongly advise against options 2 or 3 in order to avoid additional delays to the business wanting to erect their sign.

COSTS/SOURCE OF FUNDING (if applicable)
n/a

RECOMMENDED ACTION:

That Council select option 1 and gives first reading to Bylaw 2023-05.

BYLAW 2023-05
A BYLAW OF THE TOWN OF CALMAR
TO AMEND THE LAND USE BYLAW 2017-07 OF THE TOWN OF CALMAR

Being a Bylaw of the Town of Calmar in the Province of Alberta to amend the Land Use Bylaw of the Town of Calmar.

WHEREAS the Municipal Government Act, being Chapter M-26 of the R.S.A. 2000, as amended ("the Act") provides that a Municipal Council may amend its Land Use Bylaw.

WHEREAS the Council of the Town of Calmar wishes to amend its Land Use Bylaw 2017-07 as it affects certain lands.

NOW THEREFORE the Council of the Town of Calmar, duly assembled, enacts as follows.

1) Section 2.2 DEVELOPMENT AUTHORITY OFFICER is amended by:

a) Subsection 2.2.5 is deleted and replaced by the following:

2.2.5 The Development Authority Officer is hereby granted the authority to approve, refuse, or refer to the MPC applications for variance.

2) Section 3.14 DECISIONS OF DEVELOPMENT PERMIT APPLICATIONS is amended by:

a) Deleting subsection 1c., 1d., and 1e. and

b) Renumbering section 3.14.1 from a. to d.

3) Section 8.37 SIGNS IN THE C1, C2, M1, & M DISTRICTS is amended by:

a) Subsection 8.37.1b is deleted and replaced by the following:

8.37.1 b. **"Excepting "sign, wall", no part of any sign shall be higher than 6 meters (19.7 ft) above grade. Sign, wall will be allowed on the façade of a building at any height and in accordance with section 8.37 of the Land Use Bylaw.**

READ A FIRST TIME THIS ____ DAY OF JANUARY, 2023.

READ A SECOND TIME THIS ___ DAY OF FEBRUARY, 2023.

READ A THIRD TIME AND FINALLY PASSED THIS ___ DAY OF FEBRUARY, 2023.

Mayor

Chief Administrative Officer



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	HR policy update – expense reimbursement
Approved By:	CAO Losier
Agenda Item Number:	3 C

BACKGROUND/PROPOSAL:

The current policy provides for a vehicle allowance for certain position within the organization. This is to cover mileage and vehicle expenses within 100 km of the Town of Calmar.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Considering that the Town covers mileage and have many vehicle at the disposal of staff, it is not **required for staff to receive a vehicle allowance. Using Town’s vehicles will ensure that our brand is visible within and outside our community and may even reduce Town’s expenses** in regard to upkeep and maintenance of the fleet.

In situation where it is not possible/advantageous to use Town’s vehicles, employees may use their own vehicle and the Town will reimburse mileage. Furthermore, employees and Council members are always encouraged to carpool to minimize cost and be more environmentally friendly.

Option 1 – Council keeps the policy as is. This would have a significant impact on the budget as 4 positions would have vehicle allowance.

Option 2 – Council approves the proposed change to the HR policy.

Option 3 – Council proposes an amendment of their own.

COSTS/SOURCE OF FUNDING (if applicable)

Cost will be pending the option selected.

RECOMMENDED ACTION:

That Council approves the proposed amendment to the HR policy as presented.

EXPENSE REIMBURSEMENT POLICY

The Town will reimburse the legitimate job-related expenses incurred by its employees on the following basis:

- Except where an explanation acceptable to the Town is provided, employees are required to have all expenses pre-approved in writing;
- Any application for expense reimbursement will include the nature of the expense, the reason why it is necessary and the amount;
- All claims for expense reimbursement must be submitted to the Town within thirty (30) days of the expenses being incurred. The failure to do so may result in the expense not being reimbursed.

Where an employee is required by the Town to use their own vehicle for work purposes, the employee shall be paid mileage based upon the Town's mileage rate at the time, but in no case less than fifty-eight cents (\$0.58) per kilometer.

Subsistence will also be paid in accordance with the Town's rate at the time, but in no case will the daily rate be less than one hundred twenty dollars (\$120) for all three meals.



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	Leduc County – Calmar Disaster Service Agreement update
Approved By:	CAO Losier
Agenda Item Number:	4 A

BACKGROUND/PROPOSAL:

The current disaster agreement the Town has with Leduc County has expired on December 31, 2021. The proposed update is to extend the agreement to December 31, 2023. Proposed changes are identified in yellow in the attached document (section 2.1).

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Considering that the Town is in discussion for a regional disaster/emergency framework that will replace the current agreement, it does valuable to invest too much effort in the update of the current agreement. Resources are much better invested in moving forward the regional initiative.

Option 1 – Council agrees to proceed with this minor update and direct the Mayor and CAO to proceed.

Option 2 – Council proposes additional changes.

Option 3 – Council terminates the agreement.

COSTS/SOURCE OF FUNDING (if applicable)

Cost will be pending the option selected. The cost would go from very minimal (option 1) to extremely significant (option 3) as the Town does not currently own the necessary resources to respond to a disaster by itself, hence why the agreement was entered into in the first place.

RECOMMENDED ACTION:

That Council approves option 1 and direct the Mayor and CAO to proceed.

DISASTER SERVICES AGREEMENT

THIS AGREEMENT MADE THIS 1TH DAY OF JANUARY 2017 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 Disaster Services, under the *Emergency Management Act*;

AND WHEREAS the County has an established Disaster Services Program;

AND WHEREAS the County has agreed to provide the services to the Town pursuant to the terms and conditions contained therein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1

1.1 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) "**AEMA**" means the Alberta Emergency Management Agency;
- (b) "**County**" means Leduc County;
- (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) "**C-REPP**" means that Capital Region Emergency Preparedness Partnership formed by a number of Municipalities within the Edmonton capital region focused on emergency

preparedness and mutual aid;

- (e) **"DDEM"** means that Deputy Director of Disaster Services appointed by the respective municipality, as applicable, to authorize and co-ordinate all emergency services and other resources required during an Emergency, in support of or in the absence of the Director of Disasters Services;
- (f) **"DEM"** means that Director of Disaster Services person appointed by the respective municipality, as applicable, to authorize and co-ordinate all emergency services and other resources required during an Emergency;
- (g) **"Disaster Services"** means those services as described in Schedule "A" hereof;
- (h) **"Dispute Resolution Procedure"** means that dispute resolution procedure as contained in Section 3.1 hereof;
- (i) **"EAC"** means that emergency advisory committee to advise on the development of the MEP and related plans/programs, which committee shall be comprised of elected official representation in the discretion of each of the Town and the County, the Town Manager, the DEM and the DDEM;
- (j) **"Emergency"** means a present or imminent event that requires prompt co-ordination of action or special regulation or persons or property to protect the health, safety or welfare of people or limit damage to property;
- (k) **"EMA"** means that emergency management agency as created by the Town and the County pursuant to the *Emergency Management Act* which purpose of the committee is to act as the agent of the Town or the County, as the case may be, for the purposes pursuant to the *Emergency Management Act*;
- (l) **"EOC"** means that emergency operations centre facility to operate as the central command responsible for the carrying out the principles of the MEP;
- (m) **"MEP"** means that municipal emergency plan as used by either the Town or the County, as the case may be, during an Emergency to co-ordinate an appropriate response;
- (n) **"State of Local Emergency"** means that state of local emergency declared pursuant to the *Emergency Management Act*;
- (o) **"Town"** means the Town of Calmar;
- (p) **"Town Manager"** means the individual appointed Chief Administrative Officer of the Town.

ARTICLE 2 TERM

2.1 Term of Agreement

The term of this Agreement shall be from January 1, 2017 and shall terminate on December 31, 2021.

First Agreement Extension:

The Agreement shall be extended from December 31, 2021 to December 31, 2023.

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.

ARTICLE3 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.

ARTICLE4 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 TOCOVO
Attention: Town's CAO
Email: slosier@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.

ARTICLES COUNTY RESPONSIBILITIES

5.1 Provision of Disaster Services

The County shall assist the Town in the provision of Disaster Services.

5.2 Review of Plans

The County and the Town shall review the Town's MEP on a minimum annual basis. In the event that there is a determination that the MEP is insufficient or requires amendments, the Town and the County shall meet to amend the MEP as mutually agreed upon.

5.3 Training

The County shall provide pertinent and competent levels of education and training with regards to Disaster Services and management of Emergencies to designated Town employees, on such periodic basis that is commercially reasonable and appropriate.

ARTICLE6 TOWN RESPONSIBILITIES

6.1 Update of MEP

The Town will update the Town's MEP on an annual basis. Upon the completion of each update of the MEP, the Town shall provide a copy of the updated MEP to the County.

6.2 Appointment of Town Employees

- (a) The Town will appoint employees of the Town on the EAC.
- (b) Upon any vacancy of the EAC by the Town's appointees or the Town's replacement of a vacancy, the Town shall advise the County of the replacement.
- (c) The Town may revoke the appointment of its appointed individual on the EAC and may appoint a replacement in his or her stead.

6.3 Disaster Training

The Town, in partnership with the County, will ensure that the designated Town employees will receive appropriate training in the provision of Disaster Services and training in EOC operations.

6.4 Location for Fire Hall

The Town agrees to continue with the current location of EOC with acceptable equipment and resources, until a new fire hall located within the municipal boundaries of the Town is constructed and becomes operational. Upon the completion of the new fire hall, this new fire hall shall be deemed to be the new EOC for the Town.

6.5 Acknowledgmentre: EAC

The Town acknowledges that:

- (a) the County and the County's employees will be part of the EAC in the event of an occurrence of an Emergency within the Town; and
- (b) the County may appoint a position on the EAC, in consultation with both the Town Manager and the DEM. In the event that County and the Town do not agree upon the appointment of the appropriate party, the Dispute Resolution Procedure shall govern..

ARTICLE7 BILLING AND EXPENSES

7.1 Billing

- (a) During the term of this Agreement, the Town shall pay to the County, the annual sum of Twenty Thousand (\$20,000.00) Dollars (the "**Disaster Services Price**"). After the first anniversary of this term of the Agreement and every year thereafter, the Disaster Services Price shall be adjusted for fluctuations in CPI and the Disaster Services Price shall be increased by the equivalent increase that the CPI increase was for the preceding calendar year.
- (b) The County shall send an invoice to the Town for fifty (50%) percent of the foregoing cost in Section 7.1(a) hereof on each of:
 - (i) June 30 of each year of the Term; and
 - (ii) December 31 of each year of the Term.

7.2 Payment

The Town shall make prompt payment 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.

7.3 Additional Town Expenses

In addition to those costs as set forth in this Article 7, the Town shall have the sole responsibility for the following expenses:

- (a) all training expenses for Town staff expenses, except for those training costs that are listed herein to be at the sole expense of the County; and
- (b) all costs associated with equipping the EOC for the Town purposes for such items that a reasonably prudent operator of another emergency operations centre would so incur, which shall include, but not be limited to such sundry items as:
 - (i) stationary supplies; and
 - (ii) consumables typically used in the operation of the EOC.

ARTICLES

8.1 Force Majeure

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.

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.

8.2 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 attom to the exclusive jurisdiction of the Courts of the Province of Alberta.

8.3 Time of Essence

Time shall be of the essence of this Agreement.

8.4 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" - Disaster Services
Schedule "B" - Emergency Committees
Schedule "C" - Dispute Resolution Procedure

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 Binding Effect

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

8.19 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.

8.20 Requests for Consent

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

8.21 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 _____

Per _____

Per _____

SCHEDULE "A"
DISASTER SERVICES

The County will provide the following Disaster Services:

1. Training Program for designated Town ~~Employees~~;
2. Coordination for biennial (every two (2) years) EOC exercises, to such standard that a reasonably prudent provider of EOC services would so implement in similar training exercises;
3. Liaise with all applicable Town committees related to Emergencies, which shall include, but not be limited to:
 - a. Emergency Advisory Committee (Council/Administration); and
 - b. Emergency Management Agency (Administration/ Outside Agencies)
4. The provision of County employees to assist during the activation of the EOC;
5. The provision of County employees to assist during the declaration of a State of Local Emergency;
6. Permit the Town access to the County's mobile command unit; and
7. Permit access to use of the County's secondary EOC locations, if the Town must evacuate all citizens therefrom.

In event of a County wide disaster, additional resources shall be requested through C-REPP and AEMA.

SCHEDULE "B"
EMERGENCY COMMITTEES

Emergency Management Agency

The Parties agree and acknowledge that:

1. Notwithstanding this Agreement, the Town's EMA will continue to operate under such terms of reference that the Town shall establish for the EMA, from time to time;
2. The Town's EMA shall continue to meet on a regular basis, with meetings no less than twice per year, as called pursuant to the terms of reference for the EMA;
3. The County and the Town will work together to ensure that the Town's EMA, is compliant with the Municipal Emergency Plan and all items/concerns are addressed, both parties acting reasonably;
4. Notwithstanding anything contained herein, the EMA does not have the power to declare a State of Local Emergency pursuant to the *Emergency Management Act* as the respective councils of the Town and the County shall be the only bodies that may declare a State of Local Emergency;
5. In addition to anything contained in this Agreement, the EMA shall be comprised of those people that the Town may appoint, which may include, but will not be limited to:
 - a. Town employees;
 - b. Members of local police services;
 - c. Members of local utility providers;
 - d. Representatives of Alberta Health Services; and
 - e. Anyone else that the Town feels is relevant.

Emergency Advisory Committee

The Parties agree and acknowledge that:

1. Notwithstanding this Agreement, the Town's EAC will continue to operate under such terms of reference that the Town shall establish for the EAC, from time to time;
2. The Town's EAC shall continue to meet on a regular basis, with meetings no less than twice per year, as called pursuant to the terms of reference for the EAC;
3. The Town shall advise the County no less than seven (7) days of any meeting of the EAC, if these meetings are called for reasons other than an Emergency;

4. The County's representatives who assist in the provision of Disaster Services shall have the right to attend these meetings and participate thereat, with respect to:
 - a. Any discussions regarding the MEP; and
 - b. Anything else that is relevant pertaining to the County's performance of the Disaster Services;
5. The County shall present both the MEP and the Disaster Services report on an annual basis to the Town council; and
6. Without limiting the County's appointment of representatives to the EAC as set forth in this Agreement, the EAC shall be comprised of those people that the Town may appoint, which may include, but will not be limited to:
 - a. Town employees; and
 - b. Anyone else that the Town feels is relevant.

SCHEDULE "C"
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.
- G) 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

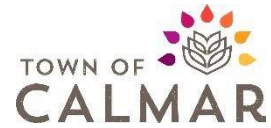
Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator 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.



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	Leduc Regional Housing Foundation Rapid Housing Initiative Opportunity
Approved By:	CAO Losier
Agenda Item Number:	4 B

BACKGROUND/PROPOSAL:

Leduc Regional Housing Foundation (LRHF) has been made aware of new funding announcements. This would allow LRHF if successful to complete a project containing 22 new affordable living units in the region. This would put a dent of 20% in the most recent waiting list of the LRHF. To qualify for the programs, LRHF and the members would have to put some funds into the project. The documentation attached provide the known information about the opportunity.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Calmar is one of the 7 members of the LRHF which has a housing mandate in our region. Projects are done in various communities based on opportunities, needs, and funds available. The current initiative would be for the project known as Gaetz Landing II which is in Downtown Leduc. For this opportunity, members will have to contribute \$500,000. Based on the Town of **Calmar's** assessment, its contribution for this project would be 1.35% which equates to \$6,765.

As the timeline is very aggressive, the City of Leduc has offered to backstop the \$500,000 under the understanding that each member would bring this to their respective Council for discussion and decision.

Option 1 – Council agrees to support LRHF in its initiative to secure funding for 22 units and pledge \$6,765 to the project.

Option 2 – Council agrees to support LRHF in its initiative to secure funding for 22 units and pledge a different amount then the minimum contribution required by Calmar for the project.

Option 3 – Council agrees to not support the project.

COSTS/SOURCE OF FUNDING (if applicable)

The cost of option 1 is minimal and would not be making any significant impact to the 2023 budget. This could be addressed when Council will finalise the budget later in the first quarter of 2023.

Cost for option 2 would vary depending on the amount of funds Council would like to pledge to the project and option 3 would not have any financial cost. However, option 3 could have political and/or social cost attached to it.

RECOMMENDED ACTION:

That Council approves option 1.

Two programs just have been announced both by the provincial and federal government:

- (1) The provincial Affordable Housing Partner Program 'AHPP' for affordable housing (- all applications due Jan 11th)
- (2) The federal Rapid Housing Initiative 'RHI' (all applications are due March 15th)

AHPP has provided an extremely short intake window of 4 weeks from announcement to submission. It is clearly their objective that projects supported by this program are used as a stacking opportunity to demonstrate a higher contribution levels for RHI applications as it is highly competitive.

LRHF understands the Jan 11 timeframe does not provide the municipalities reasonable opportunity discussion/diligence on the issue, however the deadline set cannot be changed.

AHPP (Jan 11th)

- The opportunity provided by the Partner Program is up to \$85,000 contribution per unit (\$1.7 M for a 20 unit project)
- LRHF must demonstrate a minimum of 10% contribution (Equity contributions can be in the form of land, cash or other assets) This can be managed with current reserves.
- A partner letter (i.e. – municipal partner(s)) must demonstrate a minimum 5% equity contribution, with the project estimated at \$8,000,000 this is estimated at \$400,000 (Equity contributions can be in the form of land, cash or other assets) SEE BELOW \$500k RECOMMENDED)

RHI (March 15)

- The RHI program could fund up to 100% of the project, however in the previous two rounds, it was projects that demonstrated 40% or greater contribution were successful. Projects are compared on a points scoring system, and cost sharing represents the largest point scoring area. (40%+ contribution represents 30 points)
- At an estimated project cost of \$8,000,000 a maximum points are achieved with a cost sharing contribution value at \$3.2 M
- \$3.2 M cost sharing = \$ 1.7 M (AHPP) + \$1,200,000 (LRHF maximum through reserves) +\$500,000 from municipalities.

Work to date

- LRHF requested competitive pricing through two project management firms, who have experience managing RHI projects, for owner representation. Formal proposals have already been received with costing based on two phases:

- Phase 1 – Project Development (in alignment with funding)
- Phase 2 – Project Management

- LRHF requested competitive pricing for prime consultant services (Arch-Mechanical-Electrical) through our current preferred providers. Formal proposals have already been received with costing based the same phasing as above.

- LRHF has engaged Derek Weiss to support the actions above, and manage the AHPP and RHI submissions.

Other

- The project is to be further refined between today and March for the RHI submission
- **Project budget will defined by a Class B budget through a Project Quantity Surveyor 'PQS' for the RHI submission (a RHI requirement).**

Funding for Gaetz Landing Phase II

Funding Source	Funding Amount	Percentage
Leduc Regional Housing Foundation	\$1,000,000	12.5%
Municipality	\$500,000	6.25%
Provincial Funding (Affordable Housing Partnership Program – AHPP) Jan 7, 2023	\$1,700,00	21.25%
Federal Funding (Rapid Housing Initiative – RHI) March 15, 2023	\$4,800,000	60%

Municipal Cost Sharing based on \$500,000 Contribution

2023	Assessment	% of Total	Requisition
LEDUC COUNTY	8,763,414,318	44%	221,585
CITY OF LEDUC	6,332,197,005	32.02%	160,110
CITY OF BEAUMONT	3,332,928,609	16.86%	84,275
TOWN OF DEVON	921,998,941	4.66%	23,315
TOWN OF CALMAR	267,577,419	1.35%	6,765
TOWN OF THORSBY	98,791,077	0.50%	2,500
VILLAGE OF WARBURG	57,546,503	0.29%	1,455
TOTAL	19,774,453,872	100%	\$ 500,000
		100.00%	\$ 500,005.00

Phase 1 Rapid Housing Initiative (RHI) Application

Costs for application:

Consultant	Estimated Fee	Notes
RPK	\$ 44,970	Inclusive of prime consultant team
Altus	\$ 15,500	Project Management
Altus	\$ 4,375	Class D Estimate
Altus	\$ 8,225	Class B Estimate
Environmental	\$ 8,000	Placeholder
Topographic Survey	\$ 8,000	Placeholder
Derek Weiss	\$ 14,000 (+ \$3,000 variable)	Team assembly, Provincial Partner application and RHI Variable requested for project development and transfer to prime consultant team team)
	\$104,070 +/-	Estimated NIC contingency

Anyone advancing work prior to board approval in January would be compensated based on time & materials (if for some reason the project is not approved).



Town of Calmar

Request for Discussion (RFD)

Meeting:	Special Council Meeting
Meeting Date:	January 11, 2023
Originated By:	CAO Losier
Title:	Leduc County – Calmar ICF update
Approved By:	CAO Losier
Agenda Item Number:	4 C

BACKGROUND/PROPOSAL:

In 2019, Leduc County and the Town of Calmar developed and approved the Intermunicipal Collaboration Framework (ICF). The intent was to update the document every 4 years to ensure that it would still meet the needs of both communities. Therefore, in 2023, we should review the document.

The document attached to the report is a working draft prepared by Leduc County's Administration to initiate the conversation. If Council has any preliminary feedback on the document, Administration can relay comments to Leduc County's Administration in our meeting scheduled for January 19.

The next step with the ICF update will likely be a meeting of the Intermunicipal Committee (Calmar-Leduc County) to finalise the updated ICF, which will after be sent to both respective Council for adoption. At this point, not official timeline has been made, but Administration believes that this should be completed within a few months early in 2023.

COSTS/SOURCE OF FUNDING (if applicable)

The work will be done internally and therefore, cost will be minimal (mileage, meal, meetings).

RECOMMENDED ACTIONS:

Council needs to get familiarize with the ICF and the Intermunicipal Committee members will need to participate in the joint meeting to finalise the draft that will be presented later this year to Council.

Bylaw No. 20-19
Schedule A



Intermunicipal Collaboration
Framework Between Leduc
County and the Town of Calmar
(the Municipalities)

~~July 16, 2019~~ September 20, 2022

Prepared for:

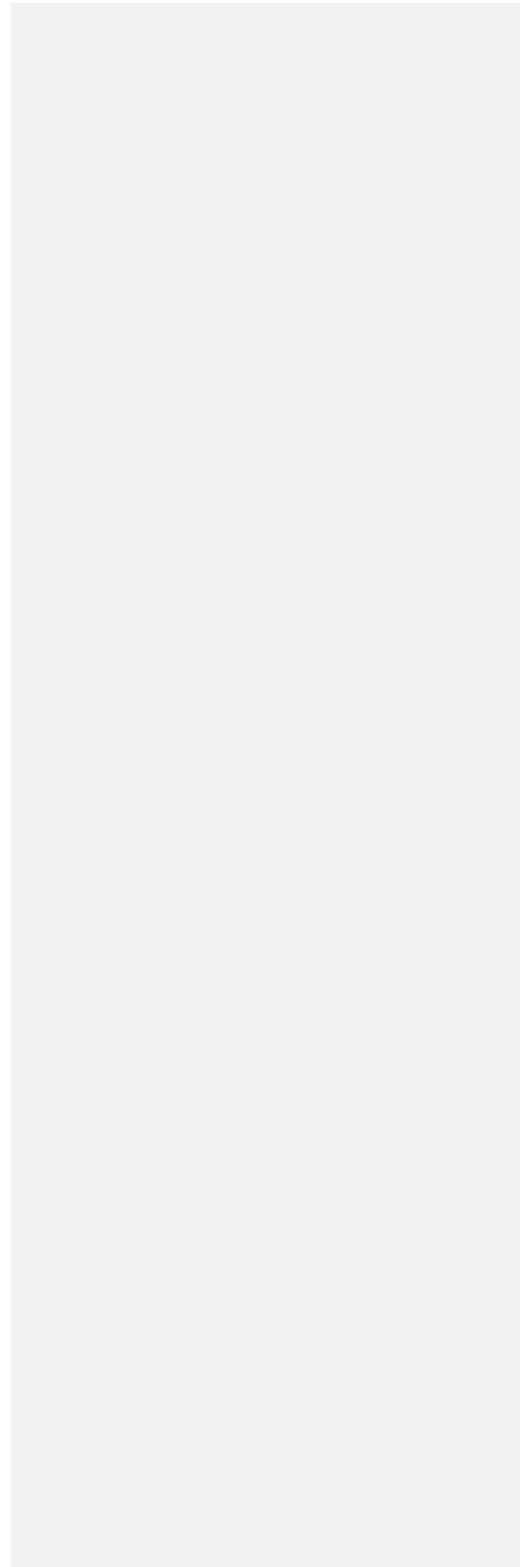
Leduc County and the Town of Calmar

Prepared by:

Stantec Consulting Ltd.

Revised by:
Leduc County and Town of Calmar

Revised: January 2023



INTERMUNICIPAL COLLABORATION FRAMEWORK BETWEEN LEDUC COUNTY AND THE TOWN OF CALMAR

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SCHEDULE I EXISTING SERVICE DELIVERY AGREEMENTS A.1

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PREAMBLE

WHEREAS, Leduc County and the Town of Calmar recognize the importance and the responsibility of each respective municipality to make decisions on behalf of their residents; and

WHEREAS, the parties share common interests and are desirous of working together to provide services to their residents and ratepayers; and

WHEREAS, the parties are committed to the principle of mutual benefit to deliver some services within the region effectively, efficiently, and economically; and

WHEREAS, the parties share a common border; and

WHEREAS, the *Municipal Government Act* stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each municipality and the funding arrangements for these services.

NOW THEREFORE, by mutual covenant of the parties hereto it is agreed as follows:

1. PURPOSE

- a) The purpose of this Framework is to establish an Intermunicipal Committee and a collaborative process to direct intermunicipal communication and cooperation to support services that have mutual benefit.

2. SIGNATORIES

- a) The signatories to this Framework are the Leduc County and the Town of Calmar.
- b) The terms "Signatory", "Party", "Partner" and "Municipalities" may be used interchangeably in this agreement.

3. DEFINITIONS

- a) In this Agreement

"Capital Costs" means expenses related to developing or obtaining infrastructure or other hard assets such as new facilities /equipment, expansions to existing facilities/equipment, and intensification of use of existing facilities.



"Chief Administrative Officer" means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. "Chief Administrative Officer" or "CAO" or "[City-Town/County Manager](#)" may be used interchangeably in this Agreement.

"Committee" means Intermunicipal Collaboration Committee as defined in Section 5 of this Agreement.

"Framework" or **"Agreement"** may be used interchangeably in this document and means this agreement including all Appendices and Schedules hereto.

"Intermunicipal Development Plan" in this agreement means the Intermunicipal Development Plan filed for Leduc County and the Town of Calmar [as amended from time to time](#).

"Intermunicipal Service Provision" refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

"Lead" refers to the municipality or organization assigned to organize or administer the day-to-day operations of a specific intermunicipal initiative.

"Municipal Service Provision" refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

"Mutual Benefit" means equality and respect within the relationship between the partners and agreements in which both parties gain value.

"Service delivery agreement" means a legally binding agreement such as a Contract, Agreement, or Memorandum of Understanding that outlines cost-sharing and management of new arrangements, and is signed by both parties.

"Services" or **"In Scope Services"** means services that both parties may consider for joint cost sharing or management and are identified in Section 5 of this Agreement.

"Signatory", **"Party"**, **"Partner"**, or **"Municipalities"** means the Town of Calmar and Leduc County.

"Third-Party Service Provision" refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

"Year" means the calendar year beginning on January 1st and ending on December 31st.



4. TERM AND REVIEW

Effective Date and Duration

- b) In accordance with the *Municipal Government Act*, this is a permanent Agreement and shall come into force on the approval by resolution of passing of bylaws adopting the ICF by the Municipalities.

Review

- c) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 202~~7~~³ to review the terms and conditions of the agreement, or upon request by either party.

Amendments

- d) This Agreement may be amended by mutual consent of both parties unless specified otherwise in this Agreement.
- e) Amended copies of this Agreement shall come into force on the approval by resolution of the Agreement passing of bylaws by both municipalities.
- f) Amended versions to this Agreement shall supersede and replace all previous versions of this Agreement.

5. INTERMUNICIPAL COMMITTEE

- a) Leduc County and the Town of Calmar agree to create a recommending body known as the Intermunicipal Committee (hereinafter referred to as the Committee).
- b) The Committee will meet on an as required basis and will develop recommendations to the councils on all matters of strategic direction and cooperation affecting residents of the Municipalities, except matters where other current operating structures and mechanisms are operating successfully.
- c) The Committee shall ~~consist~~ be comprised of an equal number of members from each municipal council, to a maximum of three from each.
- d) The CAOs will be advisory staff to the Committee and responsible to develop agendas and recommendations on all matters. CAOs will be responsible for forwarding all recommendations from the Committee to their respective councils.
- e) The Committee will promote a consistent and shared flow of information from intermunicipal meetings from a set of common notes that will be established. The common notes will be confidential and regarded as privileged until released by mutual consent of the mayors.



- f) Parties will give 30 calendar days of a notice for a meeting. Meeting requests will be directed to the CAO for the respective municipality.
- g) "Services" or "In scope services" to be considered in this agreement for potential future joint-cost sharing or management include:
 - i. Transportation;
 - ii. Water and Wastewater;
 - iii. Solid Waste;
 - iv. Emergency Services;
 - v. Recreation; and
 - vi. Other services that benefits residents.

6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

- a) When either municipality seeks to pursue a new project and/or initiative with the other party, the initiating CAO or designate will notify the other CAO.
- b) The initial notification will include a general description of the project, estimated costs, and timing of expenditures. The receiving municipality will advise the initiating municipality if they support or object in principle to providing funding for the project and provide reasons.
- c) The Committee will meet to discuss the project within 30 days, if requested by either municipality, and may schedule subsequent meetings as needed.
- d) The following criteria will be used when assessing the desirability of funding of new projects:
 - i. The nature of the project;
 - ii. The level of community support including the demonstrated effort by volunteers to raise funds and obtain grants, if applicable;
 - iii. Relationship of a proposed capital project to the Intermunicipal Development Plan, or any other regional long-term planning document prepared by the municipalities;
 - iv. The projected operating cost for new capital projects;
 - v. Projected utilization by residents of both municipalities; and
 - vi. Municipal debt limit.
- e) The Committee will review and negotiate the terms related to the project or new shared service including the cost sharing arrangement of the project or service. The Committee will provide a recommendation for approval to the councils of the partners.
- f) In the event that the Committee or municipal councils are unable to reach an agreement within 90 days, and do not jointly agree to extend the time period, then any unresolved issues shall be dealt with through the dispute resolution process as referenced in this [Framework bylaw](#). If urgency is needed, the



initiating municipality must note this in the initial notice, and the receiving municipality will make best efforts to accommodate a compressed timeframe.

- g) A proposed list of future service projects or initiatives to be explored by the Committee are included in Appendix A of this Agreement. This list may be updated from time to time as agreed to by the Committee.
- h) The Municipalities recognize that the decision to participate in or not participate in a project ultimately lies with the respective municipal councils, who in turn must rely on the support of the electorate to support the project and any borrowing that could be required.

7. SERVICE AGREEMENTS

- a) Any change to the shared services provided by the municipalities will include a schedule for implementation of the change. This will include the following:
 - i. The start date that the change will take effect.
 - ii. A plan to phase out the existing service delivery and to initiate the new service delivery methods.
 - iii. A plan for the phasing in or out of cost sharing, or other arrangements.
 - iv. A review date to evaluate the efficiency of the shared service delivery and funding strategy.
- b) Where the Committee desires a joint cost sharing or management agreement, a service agreement shall be developed on that specific item.
- c) When developing service agreements, the Committee shall:
 - i. clearly identify which municipality will lead service delivery for the service(s).
 - ii. determine the appropriate funding for the service(s) discussed.
 - iii. set out a time frame for the delivery of the service(s) discussed including the start and end date of the service delivery.
 - iv. set out a process for discontinuing the service provided if one or both municipalities wish to discontinue in the service delivery.

8. THE ROLE OF COUNCIL AND ADMINISTRATION

- a) Each council retains the ability and responsibility to make decisions on behalf of their residents. By signing on to the Framework each council is affirming a commitment to increased collaboration, cooperation, and to provide direction to their administration and the public for the importance of increased communication at all levels of the organization.
- b) Administration, through the direction of the CAO, will be the mechanism through which the Framework is formalized, maintained, delivered, and made durable.



- i. Administration will be responsible to ensure the requirements of the Framework are carried out operationally and can initiate communication on an as needed basis.
- ii. Municipal counterparts will work together to address issues that arise within the scope of their authority and mandate and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.

9. OVERVIEW OF MUNICIPAL SERVICES

- a) Leduc County and the Town of Calmar have both reviewed the services offered to residents.
- b) Based on the review it has been determined that each party desires to continue to provide services through the various arrangements that are in place independently, with their respective municipal partners and third-party bodies.
- c) The following listings indicates which services are provided independently by each municipality, intermunicipally, or via a third-party provider, to residents and ratepayers in each municipal jurisdiction, (as of the date of [approval of this Framework](#)~~Bylaw adoption~~).

“Municipal Service Provision” refers to municipal services provided directly by a municipality to residents and ratepayers. This includes services where the municipality has direct control over the service contract along with the authority to directly hire contractors to perform services or address a civic function on behalf of the municipality.

“Intermunicipal Service Provision” refers to municipal services provided through a shared or joint agreement with another municipality to residents and ratepayers. This includes services where a formal or an informal arrangement with another municipality is in place to access, administer, or deliver a civic service or function.

“Third-Party Service Provision” refers to municipal services provided through an agreement with a non-municipal independent entity. This refers to those services that are offered through agencies, boards, commissions, and current or former publicly-owned corporations (also known as crown or government-owned corporations that manage major infrastructure and associated services) in a region.

Service Provision in Leduc County

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
Transportation	1. Road Maintenance, Snow Plowing, Graveling	1. Road Maintenance, Snow Plowing, Graveling		1. Transit
Water/Wastewater	1. Water 2. Wastewater	1. Water 2. Wastewater		1. Water 2. Wastewater



ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
	3. Bulk Water Sales			
Solid Waste	1. Solid Waste Collection 2. Transfer Stations	1. Recycling 2. Transfer Stations		1. Landfill 2. Recycling
Emergency Services	1. Fire <u>2. Emergency Response Plan</u>	1. Fire 2. Mutual Aid	1. Fire 2. Disaster Services 3. Weed Control 4. Safety Codes Inspection & Permitting 5. Airport 6. Family & Community Support Services Assessment Review Board Public Works	1. Police 2. Ambulance
Recreation	1. Park / Playground Sites 2. Nisku Recreation Centre	1. Athletic Complex 2. Programs 3. Administration 4. Athletic Fields 5. Library 6. Cultural 7. Agricultural Society Hall	1. Weed Control 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board 6. Public Works <u>1. Athletic Complex</u> <u>2. Programs</u> <u>3. Athletic Fields</u> <u>4. Library</u> <u>Community Program Centre</u>	



Other Services that Benefit Residents	<ol style="list-style-type: none"> 1. Bylaw Enforcement 2. Animal Control 3. Information Technology 4. Geographic Information Systems 5. Engineering 6. Family & Community Support Services 7. Tax Assessment 8. General Purchasing & Procurement 9. Communication & Public Engagement 	<ol style="list-style-type: none"> 1. Weed Control 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board 	<ol style="list-style-type: none"> 1. Weed Control 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board Public Works 	<ol style="list-style-type: none"> 1. Affordable Housing / Seniors Housing 2. Natural Gas 3. Airport 4. Information Systems
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ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
	10. Asset Management Plan 11. Development Permits 12. Safety Codes Inspection & Permitting 13. Planning 14. Subdivision Development & Appeal 15. Legislative 16. Legal 17. Election 18. Weed Control 19. Drainage Projects 20. Pest Control 21. Rural Roadside Mowing 22. Rental Equipment 23. Economic Development			

Service Provision in the Town of Calmar

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
Transportation	1. Road Maintenance, Snow Plowing, Graveling 2. Street Sweeping			
Water/Wastewater	1. Water (local distribution) 2. Wastewater 3. Bulk Water Sales			1. Water (regional distribution)
Solid Waste	1. Solid Waste Collection 2. Recycling 3. Compost			1. Landfill
Emergency Services	1. Disaster Services Plan		1. Fire	1. Police 2. Ambulance

Commented [LJ2]: Disaster Services required by Local Authority Emergency Management Regulation (LAEMR) 2018.



ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
			2. Emergency Response Plan 3.2 Disaster Services	
Recreation	<ol style="list-style-type: none"> Spray Parks Skate Parks Athletic Fields Parks Athletic Complex 		4.5 Athletic Complex Programs 2.6 Athletic Fields 3.7 Athletic Fields 4.8 Library 5.9 Community Program Centre	<ol style="list-style-type: none"> Library Athletic Fields Classrooms Gymnasium Athletic Complex
Other Services that Benefit Residents	<ol style="list-style-type: none"> Bylaw Enforcement Animal Control Economic Development Family & Community Support Services Communication & Public Engagement Asset Management Plan Development Permits Planning Subdivision Development & Appeal Legislative Election Weed Control Information Technology Engineering Tax Assessment Safety Codes Inspection & Permitting Legal General Purchasing & Procurement 	<ol style="list-style-type: none"> Family & Community Support Services Assessment Review Board Communication & Public Engagement 	<ol style="list-style-type: none"> Family & Community Support Services Assessment Review Board Public Works 	<ol style="list-style-type: none"> Affordable Housing / Seniors Housing Electricity Gas

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10. EXISTING COOPERATION

- a) Leduc County and the Town of Calmar have agreements to provide the following services to residents and ratepayers (as of the date of ~~approval of this Framework~~~~Bylaw adoption~~):
- i. **Emergency:** Leduc County and the Town of Calmar have an agreement in place for the provision of fire services to the Town of Calmar by Leduc County.
 - ~~ii. **Emergency:** Leduc County and the Town of Calmar have an agreement in place for a regional emergency response plan.~~
 - ~~iii.~~**ii. Emergency:** Leduc County and the Town of Calmar have an agreement in place for disaster services.
 - ~~iv.~~**iii. Recreation:** Leduc County and the Town of Calmar have an agreement in place for the provision of recreation, library, and cultural services to Leduc County by the Town of Calmar.
 - ~~v.~~**iv. Other:** Leduc County and the Town of Calmar have an agreement in place for a regional family and community support services agreement with other municipal members.
 - ~~vi.~~**v. Other:** Leduc County and the Town of Calmar have an agreement in place for a regional assessment review board with other municipal members.
 - ~~vii.~~**vi. Other:** Leduc County and the Town of Calmar have an agreement in place for a locked compound.
- b) Where any of the above agreements have lapsed, the Committee may desire to review and renew agreements.

11. INTERMUNICIPAL DEVELOPMENT PLAN

- a) The Municipalities have adopted an Intermunicipal Development Plan, by bylaw, in accordance with the MGA.
- b) The Intermunicipal Development Plan will be reviewed a minimum of every four years, at the request of one or both of the Municipalities, or in conjunction with the review of the ICF.

12. INDEMNITY

- a) The Town of Calmar shall indemnify and hold harmless Leduc County, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Town of Calmar, its employees or agents in the performance of this Agreement.
- b) Leduc County shall indemnify and hold harmless the Town of Calmar, its employees and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of Leduc County, its employees or agents in the performance of this Agreement.



13. DISPUTE RESOLUTION

- a) The Town of Calmar and Leduc County agree that it is important to avoid any dispute by ensuring that the intent of the Framework is followed and, if there are any disagreements as to the interpretation and application of this Framework or any agreements hereto that do not have a dispute resolution mechanism specified within them, the following binding dispute resolution mechanism, will be implemented.

As agreements are renegotiated over time, it is the intent that all agreements which are contained within the Framework will follow this dispute resolution process.

To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process consisting of seven stages has been established.

- b) If there is a disagreement regarding matters outlined in the Framework, they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows:

Stage 1 – Notice of Dispute

- i. When a party believes there is a dispute under the Framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

Stage 2 – Municipal Administrative Communication

- i. Administration from the Municipalities shall meet and attempt to resolve the issue/concern. If no resolution can be agreed upon, the issue shall be advanced to the Committee.

Stage 3 – Intermunicipal Committee Review

- i. If the disagreement is moved forward to the Committee, a meeting of all members of the Intermunicipal Committee shall be set within 21 days from the time of referral from the Municipal Administration review.
- ii. After careful consideration of the facts and points of view, the Committee may:
- Request additional information to assist in its deliberations;
 - If possible, agree on a consensus position of the Committee in support of or in opposition to the proposal, to be presented to both municipal councils; or
 - Conclude that no consensus can be reached at the Committee level. If agreed to, a facilitator may be employed to help the Committee work toward a consensus position. If consensus cannot be reached, an informal joint council meeting shall be held.

Stage 4 – Informal Joint Council Meeting



- i. Where a dispute cannot be resolved to the satisfaction of the Intermunicipal Committee after 30 calendar days, the dispute will be referred to the mayor and council of the Municipalities.

Stage 5 – Mediation Process

- i. Prior to the initiation of the mediation process, the municipalities shall:
 - a) Appoint an equal number of representatives, up to a maximum of three each, to participate in the mediation process;
 - b) Engage a mediator agreed to by the municipalities at equal cost to each municipality; and
 - c) Approve a mediation process and schedule.
- ii. If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- iii. The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- iv. The parties must give the mediator access to all records, documents, and information that the mediator may reasonably request.
- v. The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- vi. All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.
- vii. At the conclusion of the mediation process, the mediator will submit a report to both councils for consideration. The mediator's report and recommendations are not binding on the Municipalities and would be subject to the approval of both councils.
- viii. If both councils agree to the mediation report recommendation, then the applicant municipality would take the appropriate actions to address the disputed matter.

Stage 6 – Mutually Agreed Upon Arbitration

- i. If the Municipalities cannot reach agreement through mediation, an arbitrator may be appointed to produce a binding or non-binding decision. The Municipalities are not required to abide by this decision.

Stage 7 – Binding Arbitration

- i. If optional municipally agreed to arbitration is unsuccessful, the Municipalities must forward a copy of the issue and work completed to the Minister of Municipal Affairs with a request to the Minister to appoint an arbitrator.
- ii. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.
- iii. The Municipalities will follow the Arbitration Process and subsequent steps as outlined in ~~the "Model Default Dispute Resolution Provisions" Schedule of the Intermunicipal Collaboration Framework Regulation AR 191/2017 and the MGA.~~

Commented [LJ3]: This Regulation was repealed.



14. CORRESPONDENCE

a) Written notice under this Agreement shall be addressed as follows:

i. In the case of Leduc County to:

Leduc County
1101 11th Street
Nisku, AB T9E 2X3

Attention: Chief Administrative Officer

ii. In the case of the Town of Calmar to:

Town of Calmar
PO Box 750, 4901 - 50 Avenue
Calmar, AB T0C 0V0

Attention: Chief Administrative Officer

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15. AUTHORIZATIONS

Signature of Tanni Doblanko
Mayor, Leduc County

Signature of ~~Sean~~
~~Camahan~~ ~~Wally Yachimetz~~,
Mayor, Town of Calmar

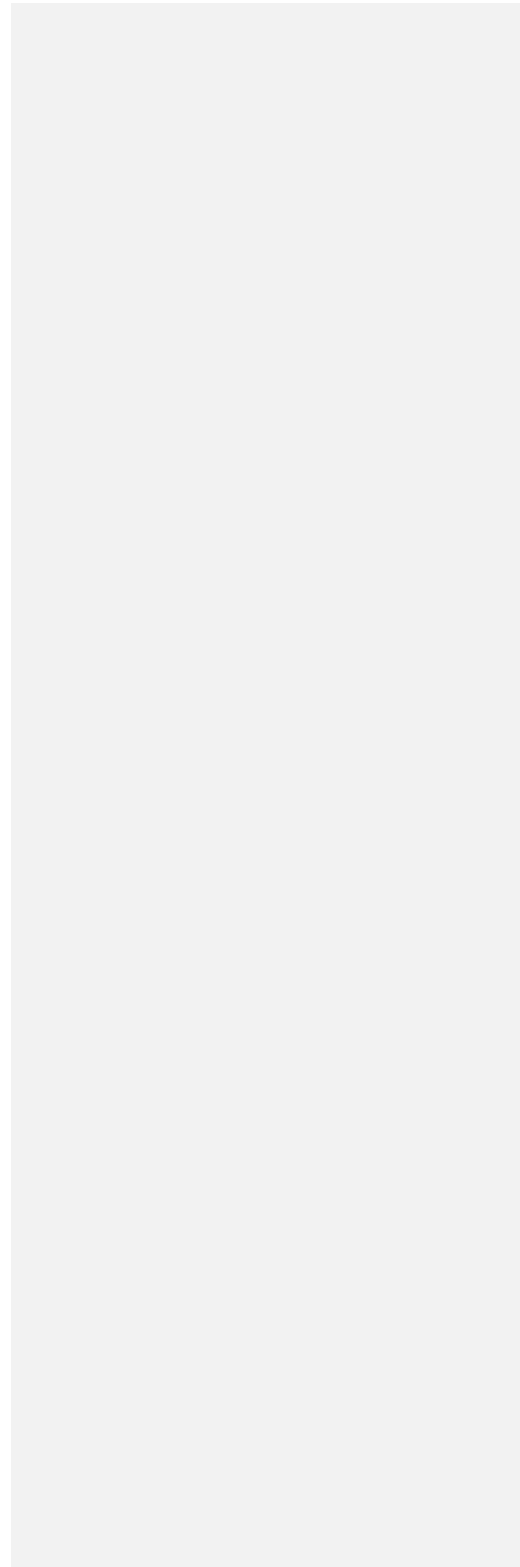
Signature of Duane Coleman
CAO, Leduc County

Signature of ~~Kathy~~
~~Krawchuk~~ ~~Sylvain Losier~~, CAO,
Town of Calmar

Date

Date





Appendix A POTENTIAL FUTURE PROJECTS, SHARED SERVICES, OR AGREEMENTS

- 1) The Municipalities have identified that the following items will be explored in further detail after the adoption of this Intermunicipal Collaboration Framework:
 - a) Regional Transit;
 - b) Regional Safety Codes Inspection and Permitting;
 - c) Regional Broadband;
 - d) Animal Control;
 - e) Regional Subdivision and Development Appeal Board; ~~and~~
 - ~~f) Bulk Water; and~~
 - ~~f) Sub-Regional Emergency Management Agency;~~



SCHEDULE I EXISTING SERVICE DELIVERY AGREEMENTS

The Municipalities have worked collaboratively in the past with the following agreements in place to serve residents of both municipalities:

Service Category	Year	Name of Agreement	File Number	Lead Municipality	Funding Arrangement
Emergency	2017	Fire Service Agreement		Leduc County	Fee for service
Emergency	2017	Disaster Services Agreement		Leduc County	Fee for service
Recreation	2017	Recreation, Library and Cultural Services Cost Sharing Agreement		Town of Calmar	Municipal contributions
Other	2017	Regional Family and Community Support Services Agreement		Leduc County	20% of Funding
Other	2010	Assessment Review Board Agreement		Leduc County	Fee for service

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As new agreements are negotiated, they will be added to this list.

