

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD
IN PERSON AND VIRTUALLY ON FEBRUARY 06, 2023,
COMMENCING AT 7:00 PM**

GoToMeeting

Public Access Code: 211-016-493

AGENDA

- | <u>ITEM</u> | <u>SOURCE</u> |
|--------------------|--|
| 1. | Call to Order |
| 2. | Adoption of Agenda |
| 3. | Public Hearings <ul style="list-style-type: none">a) Land Use Bylaw #2023-04 – Amendment to Land Use Bylawb) Land Use Bylaw #2023-05 – Amendment to Land Use Bylaw |
| 4. | Delegations <ul style="list-style-type: none">a) MNP – 2022 Audit Service Plan |
| 5. | Adoption of Minutes <ul style="list-style-type: none">a) Regular Council Meeting – January 16, 2023 |
| 6. | Unfinished Business – None |
| 7. | Bylaws or Policies <ul style="list-style-type: none">a) Bylaw #2023-01 – Temporary Borrowingb) Policy #2023-104 – Development Officer Powersc) Bylaw #2023-12 – Development Authority Bylawd) Bylaw #2022-22 – Fees & Charges Bylawe) Bylaw #2023-06 – Business Licensing Bylawf) Bylaw #2023-07 – Urban Hensg) Bylaw #2023-08 – Cat & Dog Bylawh) Bylaw #2023-09 – False Alarm Bylawi) Bylaw #2023-10 – Fire Services Bylawj) Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling Bylawk) Bylaw #2023-04 – Amendment to Land Use Bylawl) Bylaw #2023-05 – Amendment to Land Use Bylaw |
| 8. | New Business <ul style="list-style-type: none">a) Library Board Assignment – T. Blushb) Library Board Assignment – A. Deckerc) Appointment of Regional ARB Officialsd) 5223 – 50 Avenue – Development Permit Applicatione) Growth Report – Information Only |
| 9. | Financial – None |
| 10. | Department Reports – None |
| 11. | Council and Committee Reports – None |
| 12. | Action Items – None |
| 13. | Correspondence <ul style="list-style-type: none">a) National Police Federation – Recommendations for a Safer Alberta – Budget 2023b) Letter to Minister Copping Re: Ponoka Fire Departmentc) Government of Alberta – Digital Strategy |
| 14. | Clarification of Agenda Business – (Open mic) |

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- 15. Closed Session**
 - a) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)

- 16. Adjournment**

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
- d. 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 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 11th DAY OF January 2023.

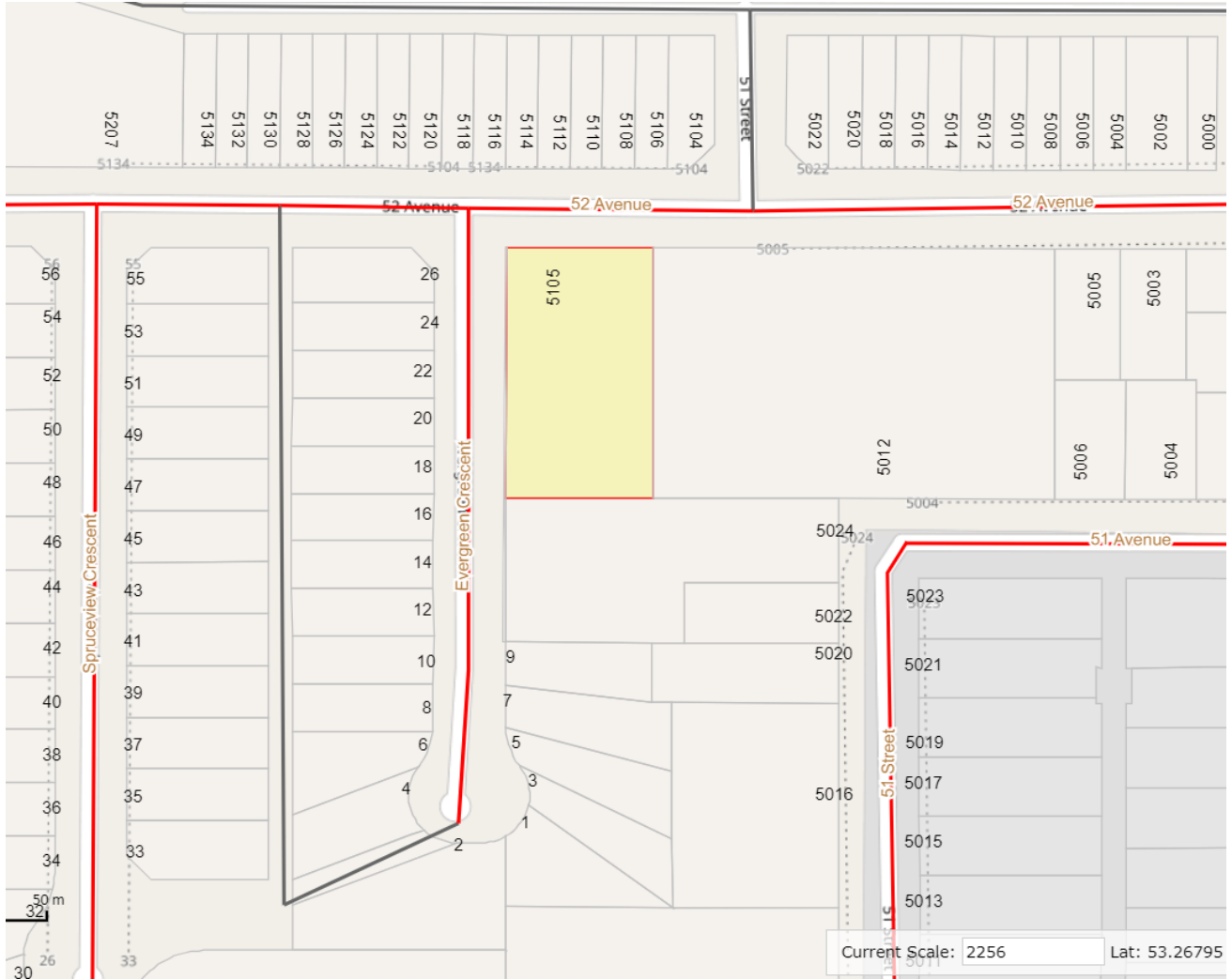
READ A SECOND TIME THIS ___ DAY OF FEBRUARY 2023.


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

Mayor Carnahan

Chief Administrative Officer

Schedule A – Bylaw 2023-01



 Redistricting from R4 to Direct Control District 02

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 11th 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

2022 Audit Service Plan

Report to Council

December 31, 2022

Benji Waser, CPA, CA, CAFM

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Wherever business takes you

[MNP.ca](https://www.mnp.ca)

February 6, 2023

Members of Council of Town of Calmar

Dear Members of Council:

We are pleased to present our Audit Service Plan for Town of Calmar (the "Town"). In this plan we describe MNP's audit approach, our engagement team, the scope of our audit and a timeline of anticipated deliverables. We are providing this Audit Service Plan to Council on a confidential basis. It is intended solely for the use of Council and is not intended for any other purpose. Accordingly, we disclaim any responsibility to any other party who may rely on this report.

Our audit will include an audit of the Town's consolidated financial statements for the year ended December 31, 2022, prepared in accordance with Canadian public sector accounting standards. Our audit will be conducted in accordance with Canadian generally accepted auditing standards.

At MNP, our objective is to perform an efficient, high quality audit which focuses on those areas that are considered higher risk. We adhere to the highest level of integrity and professionalism. We are dedicated to maintaining open channels of communication throughout this engagement and will work with management to coordinate the effective performance of the engagement. Our goal is to exceed Council's expectations and ensure you receive outstanding service.

Additional materials provided along with this report include our Engagement Letter. Our Engagement Letter is the formal written agreement of the terms of our audit engagement as negotiated with management and outlines our responsibilities under Canadian generally accepted auditing standards.

We look forward to discussing our Audit Service Plan with you and look forward to responding to any questions you may have.

Sincerely,



Chartered Professional Accountants

RS/sa

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MNP's Client Service Commitment

To make strategic business decisions with confidence, your stakeholders and Council of the Town need relevant, reliable and independently audited financial information. But that's not all. You need an audit team that can deliver insight beyond the numbers and enhance the Town's strategic planning and implementation processes so you can embrace new opportunities while effectively managing risk. Our senior team members have extensive knowledge of the Town from many years of experience working with municipalities across Alberta. Our audit strategy is risk based, and considers the limitations and opportunities you encounter each day, allowing our recommendations to be implemented with greater ease. Committed to your success, MNP delivers meaningful, reliable financial information to not only help you fulfill your compliance obligations, but also to achieve your key strategic goals.

Our Audit Service Plan outlines the strategy we will follow to provide the Town's Council with our Independent Auditor's Report on the December 31, 2022 consolidated financial statements.



Topics for Discussion


We are committed to providing superior client service by maintaining effective two-way communication. Topics for discussion include, but are not limited to:

- Changes to your business operations and developments in the financial reporting and regulatory environment
- Business plans and strategies
- Any other issues and/or concerns
- Fraud, including how fraud could occur, the risk of fraud and misstatement, and any actual, suspected or alleged fraud
- The management oversight process
- Your specific needs and expectations

Key Changes and Developments

Based on our knowledge of the Town and our discussions with management, we have noted the recent developments set out below. Our audit strategy has been developed considering these factors.

Key Issues and Developments		Summary
	Entity Specific	We are not aware of any events or circumstances during the year that will have a significant effect on our audit outside of the impact of COVID-19 on the operations of the Town.
	New Reporting Developments	<ul style="list-style-type: none"> • PS 3280 Asset Retirement Obligations (New) • PS 3400 Revenue (New) • PS 3450 Financial Instruments (New and Amendment)

Issues and Developments		Summary
	New Assurance Developments	<ul style="list-style-type: none"> CAS 315 Identifying and Assessing the Risks of Material Misstatement (Amendment)

Detailed information on Key Changes and Developments are included as Appendix A.

Risk Assessment

Risk Assessment

Based on the preliminary risk assessment procedures performed, we have identified the following significant and high risks which will be addressed during our audit. We have also outlined the proposed audit response to address those risks. We will update our risk assessment as the audit progresses for additional risks identified and will inform management of any additional significant risks identified.

Significant Risk Area	Proposed Audit Response
<p>Tangible capital assets</p> <p>Contributed roadways, pipelines, sewers, etc. could be mis-recorded as there are no cash transactions involved. These balances are typically large in nature.</p>	<p>Trace transactions to Final Acquisition Certificates and discuss in depth with the Town's development staff. In addition, trace additions to invoices and recalculate amortization. Review items expensed which may need to be capitalized.</p>
<p>Deferred revenue</p> <p>Revenue recognition could be manipulated</p>	<p>Agree all funding received to agreements and other backup available.</p> <p>Test expenses applicable to the deferred revenue at the highest risk factor and ensure that they are eligible.</p>
<p>Government transfers</p> <p>Revenue recognition could be manipulated</p>	<p>Agree all funding received to agreements and other backup available.</p> <p>Test expenses applicable to the deferred revenue at the highest risk factor and ensure that they are eligible.</p>

Key Milestones

Based on the audit planning performed and areas of audit risks identified, the following timelines for key deliverables have been discussed and agreed upon with management:

Key Deliverable	Expected Date
Presentation of December 31, 2022 Audit Service Plan to Council	February 6, 2023
Year-end fieldwork procedures	February 21, 2023 to February 24, 2023
Draft year-end consolidated financial statements to be discussed with management	March 6, 2023
Presentation of December 31, 2022 Audit Findings Report to Council	April 17, 2023
Presentation of Management Letter to Council	April 17, 2023
Issuance of Independent Auditor's Report	April 17, 2023

Audit Materiality

Materiality is an important audit concept. It is used to assess the significance of misstatements or omissions that are identified during the audit and is used to determine the level of audit testing that is carried out. Specifically, a misstatement or the aggregate of all misstatements in consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures) is considered to be material if it is probable that the decision of the party relying on the consolidated financial statements, who has reasonable understanding of business and economic activities, will be changed or influenced by such a misstatement or the aggregate of all misstatements.

The scope of our audit work is tailored to reflect the relative size of operations of the Town and our assessment of the potential for material misstatements in the Town's consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures). In determining the scope, we emphasize relative audit risk and materiality, and consider a number of factors, including:

- The size, complexity, and growth of the Town;
- Changes within the organization, management or accounting systems; and
- Concerns expressed by management.

The scope of our audit work is tailored to reflect the relative size of operations of the Town and our assessment of the potential for material misstatements in the Town's financial statements as a whole.

Judgment is applied separately to the determination of materiality in the audit of each set of consolidated financial statements (and, if applicable, for particular classes of transactions, account balances or disclosures) and is affected by our perception of the financial information needs of users of the consolidated financial statements. In this context, it is reasonable to assume that users understand that consolidated financial statements are prepared, presented and audited to levels of materiality; recognize uncertainties inherent in the measurement of amounts based on the use of estimates, judgment and consideration of future events; and make reasonable economic decisions based on the consolidated financial statements. The foregoing factors are taken into account in establishing the materiality level.

We propose to use \$270,000 as overall materiality for audit planning purposes.

Audit Team

Team member continuity is important in developing a solid relationship with the Town, as well as to understanding your business, risks and processes. We also know team member turnover results in lost knowledge. While some team member transition likely is inevitable, we work at reducing this through our promoting practices, learning and training, working closely with team members on career growth and development, and valuing our professionals.

In order to ensure effective communication between Council and MNP, we outline below the key members of our audit team that will be responsible for the audit of the Town and the role they will play:

Team Members	Contact Information
Benji Waser, CPA, CA, CAFM, Engagement Partner	E: Benji.Waser@mnp.ca
Chris Cholak, CPA, CA, Concurring Partner	E: Chris.Cholak@mnp.ca
Kali Morris, CPA, Engagement Manager	E: Kali.Morris@mnp.ca
Ruth Stevenon, Engagement Senior	E: Ruth.Stevenon@mnp.ca
Brennan Carriere, Engagement Junior	E: Brennan.Carriere@mnp.ca

In order to serve you better and meet our professional responsibilities, we may find it necessary to expand our audit team to include other MNP professionals whose consultation will assist us to evaluate and resolve complex, difficult and/or contentious matters identified during the course of our audit.



Any changes to the audit team will be discussed with you to ensure a seamless process and that all concerned parties' needs are met.

Fees and Assumptions

DESCRIPTION	2022 ESTIMATE	2021 ACTUAL
Base audit fee including inflationary increase	\$ 35,600	\$ 32,950
Additional CAS 315 requirement, estimated	\$ 3,000	\$ -
Library Review	\$ 2,000	\$ 1,950
Additional fees, if required		\$ 12,500
Total	\$ 40,600	\$ 47,400

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the engagement partner, so a mutually agreeable solution can be reached.

Invoices will be rendered as work progresses in accordance with the following schedule:

DESCRIPTION	AMOUNT
Progress billing #1 - commencement of fieldwork	\$ 25,000
Final billing – upon release of auditor’s report	\$ 13,600
Library Review - upon completion of review report	\$ 2,000
Total	\$ 40,600

Appendix A – Key Changes and Developments

We would like to bring to your attention the following accounting and auditing developments, which may have some impact on your financial reporting.

Issues and Developments Summary

New Reporting Developments

PS 3280 Asset Retirement Obligations (New)

In August 2018, new PS 3280 *Asset Retirement Obligations* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new PS 3280 establishes standards on how to account for and report a liability for asset retirement obligations (ARO). As asset retirement obligations associated with landfills are included in the scope of new PS 3280, PS 3270 *Solid Waste Landfill Closure and Post-Closure Liability* will be withdrawn.

The main features of this standard are as follows:

- An ARO represents a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner.
- When an asset is no longer in productive use, the associated asset retirement costs are expensed.
- Measurement of the ARO liability should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date.
- Subsequent measurement of the ARO liability results in either a change in the carrying amount of the related tangible capital asset or an expense. The accounting treatment depends on the nature of the remeasurement and whether the asset remains in productive use.
- The best method to estimate the liability is often a present value technique.

This standard was to be effective for fiscal years beginning on or after April 1, 2021. On June 25, 2020, the PSAB made the decision to defer the effective date by one year due to the impact of the COVID-19 pandemic. The new Section is now effective for annual financial statements relating to fiscal years beginning on or after April 1, 2022. Early application continues to be permitted.

PS 3400 Revenue (New)

In November 2018, new PS 3400 *Revenue* was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The new PS 3400 establishes standards on how to account for and report on revenue by distinguishing between revenue arising from transactions that include performance obligations and transactions that do not have performance obligations. The main features of this Section are as follows:

- Performance obligations are enforceable promises to provide specific goods or services to a specific payor.
- Performance obligations can be satisfied at a point in time or over a period of time.
- The new standard outlines five indicators to determine if the revenue would be recognized over a period of time.

- Revenue from a transaction with a performance obligation(s) is recognized when, or as, the entity has satisfied the performance obligation(s).
- Revenue from transactions with no performance obligation is recognized when a public sector entity has the authority to claim or retain an inflow of economic resources and a past event that gives rise to a claim of economic resources has occurred.

Further editorial changes have also been made to other standards as a result of the issuance of PS 3400.

This Section was to be effective for fiscal years beginning on or after April 1, 2022. On June 25, 2020, the PSAB made the decision to defer the effective date by one year due to the impact of the COVID-19 pandemic. The new Section is now effective for annual financial statements relating to fiscal years beginning on or after April 1, 2023. Early application continues to be permitted.

PS 3450 Financial Instruments (New and Amendment)

In June 2011, the Public Sector Accounting Board (PSAB) issued new PS 3450 *Financial Instruments*. The new standard establishes requirements for recognition, measurement, derecognition, presentation and disclosure of financial assets and financial liabilities, including derivatives. The main features of the new standard are:

- Financial instruments are classified into two measurement categories: fair value, or cost or amortized cost.
 - Almost all derivatives, including embedded derivatives not closely related to the host contract, are measured at fair value.
 - Portfolio investments in equity instruments quoted in an active market are measured at fair value.
 - Other financial assets and financial liabilities are generally measured at cost or amortized cost.
 - An entity may elect to measure any group of financial assets or financial liabilities (or both) at fair value when the entity has a risk management or investment strategy to manage those items on a fair value basis.
- Remeasurement gains and losses on financial instruments measured at fair value are reported in the statement of remeasurement gains and losses until the financial instrument is derecognized.
- Budget to actual comparisons are not required within the statement of remeasurement gains and losses;
- Financial liabilities are derecognized when, and only when, they are extinguished.
- Financial assets and financial liabilities are only offset and reported on a net basis if a legally enforceable right to set off the recognized amounts exists, and the entity intends to settle on a net basis or realize/settle the amounts simultaneously.

In May 2012, the transitional provisions for this Section were amended, effective at the time the standard is initially applied, to clarify that the measurement provisions are applied prospectively. Adjustments to previous carrying amounts are recognized in opening accumulated remeasurement gains or losses. Additionally, a new transitional provision has been added that applies to government organizations transitioning from the standards in Part V of the CPA Canada Handbook – Accounting with items classified as available for sale. Accumulated other comprehensive income (OCI) from items classified as available for sale is recognized in accumulated remeasurement gains or losses on transition.

PS 3450 was to be effective for fiscal years beginning on or after April 1, 2019. In March 2018, the Public Sector Accounting Board (PSAB) approved an extension of the effective date to fiscal years beginning on or after April 1, 2021. On June 25, 2020, the PSAB made the decision to defer the effective date by one year due to the impact of the COVID-19 pandemic. The new Section and amendments are now effective for annual financial statements relating to fiscal years beginning on or after April 1, 2022. Early application continues to be permitted. In the period that a public sector entity applies PS 3450, it also applies PS 1201 and PS 2601.

New Assurance Developments

CAS 315 Identifying and Assessing the Risks of Material Misstatement (Amendment)

In May 2020, the Auditing and Assurance Standards Board (AASB) issued the revised CAS 315 ¹, to align with the International Auditing and Assurance Standards Board's (IAASB) changes to International Standards on Auditing (ISA) 315 (revised), with the same title.

The revised CAS 315 incorporates changes to establish more robust requirements and detailed guidance to assist auditors in performing appropriate risk assessment procedures corresponding with the size and nature of the entity. It also includes changes to enhance the application of professional skepticism in audits. The revised CAS 315 accomplishes the following:

- Distinguishes the nature and extent of work needed for indirect and direct controls in the system of internal control;
- Clarifies which controls need to be identified for evaluating the design of a control, and determining whether the control has been implemented;
- Highlights scalability of the standard by keeping the principles-based requirements focused on what needs to be done, and using separate headings in the application material to illustrate scaling based on the complexity of the situation;
- Clarifies the definition of "significant risk" and introduces the concept of spectrum of inherent risk to assist the auditor in making a judgment, based on the likelihood and magnitude of a possible misstatement, on a range from higher to lower, when assessing risks of material misstatement;
- Introduces the concept of inherent risk factors, including complexity, subjectivity, change, uncertainty or susceptibility to misstatement due to management bias or other fraud risk factors insofar as they affect inherent risk;
- Introduces the concepts of "significant classes of transactions, account balances and disclosures" and "relevant assertions" to assist with the identification and assessment of the risk of material misstatement;
- Separates the assessment of inherent and control risk;
- Enhances the auditor's considerations regarding the entity's use of information technology and how it affects the audit, and includes considerations for using automated tools and techniques in the application material;
- Introduces a requirement to "stand back" to evaluate the completeness of the significant classes of transactions, account balances and disclosures at the end of the risk assessment process;
- Uses more explicit language and enhances requirements and application material to reinforce the importance of exercising professional skepticism when performing risk assessment procedures; and
- Clarifies the threshold for identifying possible risks of material misstatement in CAS 200 *Overall Objectives of the Independent Auditor and the Conduct of an Audit in Accordance with Canadian Auditing Standards*.

As a result of issuing the revised CAS 315, requirements for several other standards have been amended to better articulate the auditor's responsibilities regarding identifying and assessing the risks of material misstatement:

- CAS 240 *The Auditor's Responsibilities Relating to Fraud in an Audit of Financial Statements*
- CAS 330 *The Auditor's Responses to Assessed Risks*
- CAS 402 *Audit Considerations Relating to an Entity Using a Service Organization*
- CAS 540 *Auditing Accounting Estimates and Related Disclosures*

The revised CAS 315 and other conforming amendments to other standards are effective for audits of financial statements for periods beginning on or after December 15, 2021. Earlier application is permitted.

Appendix B – The Audit Process

Our Plan

Our overall audit strategy is risk-based and controls-oriented. Assessment and identification of risk is performed continuously throughout the audit process. We focus on the risks that have a potential impact on the financial accounting systems and subsequent financial reporting.

Our overall audit strategy does not, and is not intended to involve the authentication of documents, nor are our team members trained or expected to be experts in such authentication. Unless we have reason to believe otherwise, we accept records and documents as genuine. The subsequent discovery of a material misstatement resulting from fraud does not, in and of itself, indicate a failure to comply with Canadian generally accepted auditing standards.

Appendix B – The Audit Process

(continued from previous page)

Audit Procedures

To meet our responsibilities in accordance with Canadian generally accepted auditing standards, our audit examination includes:


- Obtaining an understanding of the entity and its environment, including its controls, in order to identify and assess the risk that the consolidated financial statements contain material misstatements due to fraud or misstatement;
- Assessing the adequacy of and examining, on a test basis, the key controls over significant transaction streams and over the general organizational and computer environments;
- Assessing the systems used to ensure compliance with applicable legislative and related authorities pertaining to financial reporting, revenue raising, borrowing, and investing activities;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements;
- Assessing the appropriateness and consistency of accounting principles used and their application;
- Assessing the significant estimates used by management; and,
- Assessing the entity's use of the going concern basis of accounting in the preparation of the consolidated financial statements.

As part of our planning process, we will also undertake to inform Council of concerns relating to management's implementation and maintenance of controls, and the effects of any such concerns on the overall strategy and scope of the audit. These concerns might arise from the nature, extent and frequency of management's assessments of controls in place to detect fraud and misstatement, and of the risk that the consolidated financial statements may be misstated; from a failure by management to appropriately address significant deficiencies in controls identified in prior audits; and, from our evaluation of the Town's control environment, and management's competence and integrity.

Appendix B – The Audit Process

(continued from previous page)

Overall Reliance

Control Reliance Level	Low/None	Moderate	High
Description	Where we cannot rely on controls because they are weak or absent, or where it is deemed to be more efficient to carry out a high level of direct substantive tests of details. Audit evidence is primarily obtained through detailed verification procedures and sufficient substantive tests of details.	Where there are some deficiencies in systems application or procedural controls, or where it is deemed to be inefficient to test systems application controls, but where we can test and rely on the management monitoring systems in place to detect and correct material misstatements in the financial reporting systems. Testing of controls is supplemented with a moderate level of substantive tests of details.	Where a high degree of control is in place in the areas of management monitoring controls AND systems application and procedural controls. Our audit work focuses on testing both management monitoring and systems application and procedural controls, and is supplemented with a low level of substantive tests of details.
Planned Reliance		—	—

For the December 31, 2022 audit, we are planning to place low reliance on the Town’s controls. This level of reliance is consistent with the prior year, and will involve mainly substantive tests of details.

The amount of substantive work will be reduced for cycles where there are controls in place that MNP can test and rely on.

Appendix B – The Audit Process

(continued from previous page)

As part of our audit work we will update our understanding of the entity and its environment, including the controls relevant to our audit of the principal transaction cycles, sufficient to identify and assess the risks of material misstatement of the consolidated financial statements resulting from fraud or misstatement. This will be accomplished through inquiries with management and others within the entity, analytical procedures and observation and inspection. Furthermore, we will consider whether effective controls have been established to adequately respond to the risks arising from the use of IT or manual systems and test the operation of those controls to an extent sufficient to enable us to reduce our substantive work. Our review of the Town's controls will not be sufficient to express an opinion as to their effectiveness or efficiency.

Although we will provide Council with any information about significant deficiencies in internal control that have come to our attention, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.



Appendix B – The Audit Process

(continued from previous page)

Inherent Limitations in the Auditing Process

An auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected due to factors such as the use of significant judgment regarding the gathering of evidence and the drawing of conclusions based on the audit evidence acquired; the use of testing of the data underlying the consolidated financial statements; inherent limitations of controls; and, the fact that much of the audit evidence available to the auditor is persuasive, rather than conclusive in nature.

Because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, the auditor cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The likelihood of not detecting material misstatements resulting from management fraud is greater than for employee fraud, because management is in a position to manipulate records, present fraudulent information or override controls.

We will inform the appropriate level of management or Council with respect to identified:

- Misstatements resulting from errors, other than clearly trivial misstatements;
- Fraud, or any information obtained that indicates that fraud may exist;
- Evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations, other than that considered inconsequential;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatement; and
- Related party transactions that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

Our concern as auditors is with material misstatements, and thus, we are not responsible for the detection of misstatements that are not material to the consolidated financial statements taken as a whole.

Engagement Letter

(See Attached)

April 19, 2022

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

Dear Ms. Anderson:

This letter will confirm the arrangements discussed with you regarding the services we will render to Town of Calmar (the "Town") commencing with the fiscal year ending December 31, 2022.

Our responsibilities

We will audit the consolidated financial statements of Town of Calmar for the period ended December 31, 2022. In addition, we will also provide the following deliverables:

- Audit of Schedule of Cost Shareable Services
- Review of the Library financial statements

Our audit will be conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we will plan and perform our audit to obtain reasonable, but not absolute, assurance that the consolidated financial statements taken as a whole are free of material misstatement, whether caused by fraud or error.

Our responsibilities, objective, scope, independence and the inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards are detailed in Appendix A, which forms part of our mutual understanding of the terms of this engagement.

Management's responsibilities

The operations of the Town are under the control of management, which has responsibility for the accurate recording of transactions and the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards. This includes the design, implementation and maintenance of internal controls relating to the preparation and presentation of the consolidated financial statements.

Appendix B, which describes in detail management's responsibilities with respect to this engagement, forms part of our mutual understanding of the terms of this engagement.

Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the form illustrated in Appendix C.

Fees and expenses

Our fees and expenses are discussed in detail in Appendix D.

Other matters

We will, as permitted by the Rules of Professional Conduct, provide additional services upon request, in areas such as taxation, leadership and human resource management, communication, marketing, strategic planning, financial management and technology consulting.

Our standard terms and conditions, included as Appendix E, form part of our mutual understanding of the terms of this engagement. In the event that you choose to terminate this engagement based on the terms outlined in Appendix E, we reserve the right to notify all financial statement users of the change.

These terms will continue in effect from year to year, unless changed in writing.

We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning the engagement letter to us.

It is a pleasure for us to be of service to you. We look forward to many years of association with you and Town of Calmar.

Sincerely,


MNP LLP

Chartered Professional Accountants

BC/mdm

RESPONSE:

This letter correctly sets forth the understanding of Town of Calmar.



Officer Signature

Acting CAO

Title

April 25, 2022

Date

Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations

The following details our responsibilities as auditors and the objective, scope, independence and inherent limitations of an audit conducted in accordance with Canadian generally accepted auditing standards.

Our responsibilities, objective and scope

Our audit will be planned and performed to obtain reasonable assurance that the consolidated financial statements taken as a whole are free of material misstatement, whether caused by fraud or error. If any of the following matters are identified, they will be communicated to the appropriate level of management:

- Misstatements, resulting from error, other than immaterial misstatements;
- Fraud or any information obtained that indicates that a fraud may exist;
- Material uncertainties related to events or conditions that may cast significant doubt on the entity's ability to continue as a going concern;
- Any evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations has occurred;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatements; and
- Related party transactions identified that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

The matters communicated will be those that we identify during the course of our audit. Audits do not usually identify all matters that may be of interest to management in discharging its responsibilities. The type and significance of the matter to be communicated will determine the level of management to which the communication is directed.

Furthermore, we will consider the Town's controls over financial reporting for the purpose of identifying types of potential misstatement, considering factors that affect the risks of material misstatement, and determining the nature, timing and extent of auditing procedures necessary for expressing our opinion on the consolidated financial statements. This consideration will not be sufficient to enable us to render an opinion on the effectiveness of controls over financial reporting nor to identify all significant deficiencies in the Town's system of financial controls.

Independence

The Rules of Professional Conduct require that we are independent when conducting this engagement. We will communicate to the Council any relationships between the Town (including related entities) and MNP LLP ("MNP") that, in our professional judgment, may reasonably be thought to bear on our independence.

Further, we will confirm in writing our independence with respect to the Town.

If matters should arise during this engagement that can reasonably be assumed to have impaired our independence, we may need to withdraw from this engagement.

Audit limitations

An audit involves performing procedures to obtain audit evidence regarding the amounts and disclosures in the consolidated financial statements. This includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation, structure and content of the consolidated financial statements, including disclosures.

Appendix A: Our Audit Responsibilities, Objective, Scope and Limitations *(continued from previous page)*

It is important to recognize that an auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected because of factors such as the use of judgment, selective testing of data, inherent limitations of controls, and the fact that much of the audit evidence available is persuasive rather than conclusive in nature.

Furthermore, because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material misstatement due to fraud.

While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, we cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The audit of the consolidated financial statements and the issuance of our audit opinion are solely for the use of the Town and those to whom our report is specifically addressed. We make no representations of any kind to any third party in respect of these consolidated financial statements and we accept no responsibility for their use by any third party. If our name is to be used in connection with the consolidated financial statements, you will attach our independent audit report when distributing the consolidated financial statements to third parties.

We ask that our names be used only with our consent and that any information to which we have attached a communication be issued with that communication unless otherwise agreed to by us.

Appendix B: Management Responsibilities

During the course of our audit, you will be required to provide and make available complete information that is relevant to the preparation and presentation of the consolidated financial statements, including:

- Financial records and related data, including data relevant to disclosures made in the consolidated financial statements;
- Copies of all minutes of meetings of council;
- Access to personnel to whom we may direct our inquiries;
- Information relating to any known or possible instances of non-compliance with laws, legislative or regulatory requirements (including financial reporting requirements);
- Information relating to all related parties and related party transactions; and
- Allowing access to those within the entity from whom the auditor determines it necessary to obtain audit evidence.

Management's responsibility with respect to fraud and misstatement includes:

- The design and implementation of controls for its prevention and detection;
- An assessment of the risk that the consolidated financial statements may be materially misstated;
- Disclosure of situations where fraud or suspected fraud involving management, employees who have significant roles in controls, or others, where the fraud could have a material effect on the consolidated financial statements, have been identified or allegations have been made; and
- Communicating your belief that the effects of any uncorrected consolidated financial statement misstatements aggregated during the audit are immaterial, both individually and in the aggregate, to the consolidated financial statements taken as a whole.

In accordance with Canadian generally accepted auditing standards, we will request a letter of representation from management at the close of our audit in order to confirm oral representations given to us and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. These representations are used as evidence to assist us in deriving reasonable conclusions upon which our audit opinion is based.

If the Town plans any reproduction or publication of our report, or a portion thereof, printer's proofs of the complete documents should be submitted to us in sufficient time for our review, prior to making such documents publicly available. It will also be necessary for you to furnish us with a copy of the printed report. Further, it is agreed that in any electronic distribution, for example on Town of Calmar's website, management is solely responsible for the accurate and complete reproduction of our report and the subject matter on which we reported, and for informing us of any subsequent changes to such documents. However, we are responsible to read the documents to ensure accuracy, and consider the appropriateness of other information accompanying the audited consolidated financial statements, upon initial posting.

Appendix C: Illustrative Independent Auditor's Report

To the Mayor and Councilors of Town of Calmar:

Opinion

We have audited the consolidated financial statements of Town of Calmar (the "Town"), which comprise the consolidated statement of financial position as at December 31, 2022, and the consolidated consolidated statements of operations, changes in net financial assets (net debt) and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Town as at December 31, 2022, and the results of its consolidated operations, changes in its net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Town in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Town's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Town or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Town's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

Appendix C: Illustrative Independent Auditor's Report (continued from previous page)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Town's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Town to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Town to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Leduc, Alberta

Chartered Professional Accountants

Appendix D: Fees and Expenses

Our fees are determined on the basis of time spent on the engagement at the tariff rates of various members of our team. Any disbursements will be added to the billing.

Our estimated fees are based on our past experience and our knowledge of the Town. This estimate relies on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended;
- No major unadjusted misstatement(s) or un-reconciled balances;
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to the audit team;
- All management and required staff are available as needed;
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing; and
- There are no changes to the agreed upon engagement timetable and reporting requirements.

We will ask that your personnel, to the extent possible, prepare various schedules and analysis, and make various invoices and other documents available to our team. This assistance will facilitate the progress of our work and minimize the cost of our service to you.

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the practitioner leading your engagement so a mutually agreeable solution can be reached. In accordance with our standard terms and conditions, included as Appendix E, if significant changes to the arrangements set forth in this engagement letter are required, any change in scope of the engagement will need to be agreed in writing, in a "Change Order" agreement.

Appendix E: Standard Terms and Conditions

The following standard terms and conditions and engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "Town").

1. **Timely Performance** - MNP will use all reasonable efforts to complete, within any agreed-upon time frame, the performance of the services described in the engagement letter to which these terms and conditions are attached. However, MNP shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the Town of its obligations as set out in the engagement letter.
2. **Right to Terminate Services** - The Town may terminate the engagement upon 30 days written notice. If this occurs, the Town shall pay for time and expenses incurred by MNP up to the termination date, together with reasonable time and expenses incurred to bring the services to a close in a prompt and orderly manner. Should the Town not fulfil its obligations as set out herein and in the engagement letter, and in the event that the Town fails to remedy such default within 30 days following receipt of notice from MNP to that effect, MNP may, upon written notification and without prejudice to its other rights and resources, terminate provision of our services as described in the engagement letter. In such case, MNP shall not be responsible for any loss, costs, expenses, or damages resulting from such termination.
3. **Change Order** - If, subsequent to the date of this engagement letter, the Town requires significant changes to the arrangements set forth in this engagement letter, the Town will be required to agree to the change in scope of the engagement in writing, in a "Change Order" agreement. The "Change Order" agreement will set forth the revised arrangements and scope of services to be performed and any related additional fees associated.
4. **Fees** - Any fee estimates by MNP take into account the agreed-upon level of preparation and assistance from the Town's personnel. MNP undertakes to advise the Town's management on a timely basis should this preparation and assistance not be provided, or should any other circumstances arise which cause actual time to exceed the estimate.
5. **Administrative Expenses** - Administrative expenses include costs such as long distance telephone and telecommunication charges, photocopying, delivery, postage, and clerical assistance. These expenses are based on a percentage of our fees for professional services 5%. Where applicable, federal, provincial, or other goods and services or sales taxes have been paid on these expenses. Other major costs such as travel, meals, accommodation and other significant expenses will be charged as incurred.
6. **Billing** - Bills will be rendered on a regular basis as the assignment progresses. Accounts are due and payable upon receipt. Interest may be charged on the balance of any accounts remaining unpaid for more than 30 days, at a rate of 1.5% per month (19.56% per annum).
7. **Taxes** - All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. The Town shall assume and pay any such taxes or duties, without deduction from the fees and charges hereunder.

Appendix E: Standard Terms and Conditions *(continued from previous page)*

8. **Governing Law** - The engagement will be governed and construed in accordance with the laws of the Province of Alberta, and shall be deemed in all respects to be an Alberta contract. The Town and MNP submit to the courts of that jurisdiction with respect to all matters arising under or by virtue of this Agreement.
9. **Working Papers** - MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the engagement, including intellectual property used in the preparation thereof. We will provide management with a copy of all practitioner-prepared working papers necessary for the Town's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with our assignment. As these tools and working papers were developed specifically for our purposes and without consideration of any purpose for which the Town might use them, any such tools which may be provided to the Town, will be made available on an "as is" basis only, at our discretion, and should not be distributed to or shared with any third party. Except as indicated in the Rules of Professional Conduct or by any legal proceeding, we have no responsibility to share our working papers with you or with any other parties.
10. **Data and Privacy** - The Town understands and agrees that you shall not provide us with information about any identifiable individual unless required for the purpose of the engagement, and in such event the Town shall only provide such information in compliance with applicable law, including obtaining consent where so required. Data received by MNP may be disclosed to vendors whose services are utilized by us in connection with the engagement. Some of these vendors are located outside Canada. Others, though located in Canada, may store or process your information outside the country. Data being uploaded and downloaded via vendor networks may reside on or transit servers located in or outside of Canada and in such cases, vendors may on occasion be required to disclose data in its custody to authorities of those jurisdictions. Additionally, in order to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector, MNP may use relevant portions of data it receives from the Town for the purpose of conducting individualized (using your data only, for your eyes only) and aggregated analytics (using many data sources). Analytics involves the processing of anonymized data sets to draw conclusions about the information they contain. Even when using aggregated data sources, we only perform analytics on data that is disassociated from the identity of its source. None of the analysis generated from aggregated data processing contains any information which would identify those specific individuals or entities from which the underlying information was obtained. As such, none of the analytics reporting based on aggregated data will result in a disclosure of personal information. Finally, the Town acknowledges that our client files must be periodically reviewed by provincial or national practice inspectors and by other Firm personnel to ensure we are adhering to professional and Firm standards. MNP's privacy policy is posted on our website at <https://www.mnp.ca/en/privacy-policy> and may be updated from time to time.

Appendix E: Standard Terms and Conditions *(continued from previous page)*

11. **Nature of the Limited Liability Partnership (LLP)** - MNP is a registered limited liability partnership, as permitted by legislation enacted in our governing jurisdiction of the Province of Alberta. This legislation provides that a partner of an LLP is not personally liable for any of the debts, obligations, or liabilities of the LLP or any of the other partners which may arise as a result of any negligent act or omission of another partner of the LLP, or by any employee of the partnership, unless such act or omission is committed by the partner him or herself or by a person under the partner's direct supervision and control. All partners of an LLP remain personally liable for any acts or omissions arising as a result of their own negligence, and for the acts or omissions of those directly under their supervision or control, and shall continue to be subject to unlimited personal liability for all of the other liabilities of the partnership. The legislation does not reduce or limit in any way the liability of the partnership itself, and all of the partnership's assets and insurance coverage remain at risk.

12. **Release and Limitation of Liability** - The Town and MNP agree to the following with respect to MNP's liability to the Town:

In any action, claim, loss or damage arising out of the engagement, the Town agrees that MNP's liability will be several and not joint and the Town may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Other than for matters finally determined to have resulted from the gross negligence, fraud or willful misconduct of MNP, whether the claim be in tort, contract, or otherwise:

- i. MNP shall not be liable to the Town and the Town releases MNP for all claims, damages, costs, charges and expenses (including legal fees and disbursements) incurred or suffered by the Town related to, arising out of, or in any way associated with the engagement to the extent that the aggregate of such amounts is in excess of the total professional fees paid by the Town to MNP in connection with this engagement during the 12 month period commencing from the date of the engagement letter to which these terms and conditions are attached; and,
- ii. MNP shall not be liable to the Town for any consequential, indirect, lost profit or similar damages, or failure to realize expected savings, relating to MNP's services provided under the engagement letter to which these terms and conditions are attached.

Appendix E: Standard Terms and Conditions *(continued from previous page)*

13. **Indemnity** - The Town agrees to jointly and severally indemnify and hold harmless MNP against:
- a. All claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, other than those finally determined by a court of competent jurisdiction to have resulted from MNP's gross negligence, fraud or willful misconduct; and,
 - b. Notwithstanding "a.," all claims, damages, costs, charges and expenses (including legal fees and disbursements) which are related to, arise out of, or are in any way associated with the engagement, whether the claims are civil, penal, regulatory, or administrative in nature, that arise from or are based on any deliberate misstatement or omission in any material, information or representation supplied or approved by any officer or member of the Board of Directors of the Town.

For the purposes of paragraph 12. and 13., "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.

14. **Survival of Terms** - The Town and MNP agree that clauses 12. and 13. will survive termination of the engagement.
15. **Electronic Communications** - Unless the Town prefers we use a particular manner of communication and specifies as much in writing, MNP will use whatever form of communication it deems most efficient in the circumstances. In many instances, this will involve the use of internet e-mail. With respect to internet e-mail, MNP and the Town both acknowledge that neither party has control over the performance, reliability, availability, or security of internet e-mail. Additionally, MNP staff may be required or requested to work from your offices during which visits access to and use of and reliance upon your electronic environment (including but not limited to, your network, Internet, and extranet resources) is necessitated. The Town accepts that MNP shall not be liable for any loss, damage, expense, harm or inconvenience resulting from any loss, delay, interception, corruption, security breach, delivery failure, incompatibility, incompleteness or alteration of any document or transmission arising from the use of e-mail or the transmission of any document outside of MNP's electronic environment.
16. **Confirmation.com** - By signing this engagement letter, you agree to the use by MNP of Capital Confirmation Inc. ("CCI") as a third party service provider and the use of CCI's platform (the "Platform") to prepare, request and receive confirmations required to perform the engagement. You acknowledge and agree that data being uploaded/downloaded via the Platform may reside on servers located in the United States and that CCI could be required to disclose data, including personal information, in its custody to the United States government, government agencies, courts or law enforcement or regulatory agencies pursuant to the laws of the United States. MNP shall not be liable for any loss or damage arising from your or MNP's use of CCI as a service provider or use of the Platform, including any losses relating to CCI's collection, use, disclosure or loss of your data or personal information. You agree to pay all fees for requesting and receiving confirmations. For more information, you can review the third party service provider's Terms and Conditions and Privacy Policy on CCI's website at: <https://www.confirmation.com/>.

Appendix E: Standard Terms and Conditions *(continued from previous page)*

17. **Praxity** - We are an independent accounting firm allowed to use the name "PRAXITY" in relation to our practice. We are not connected by ownership to any other firm using the name "PRAXITY" and we will be solely responsible for all work carried out by us on your behalf. In deciding to instruct us you acknowledge that we have not represented to you that any other firm using the name "PRAXITY" will in any way be responsible for the work we do.

18. **Solicitation** - The Town agrees that for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP or any MNP Person. In the event of a breach of this section by the Town, the Town shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the Town or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the Town or third party actually paid to the individual in their first year of service to such party, whichever is greater. The Town further understands that any breach by the Town of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the Town. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the Town had contact during the term of this engagement.

MADE ^{IN} CANADA

And proud of it!

At MNP we're proud to be the national accounting, consulting and tax firm that is 100% Made in Canada.

Our history defines who we are and our approach to business. Being a Canadian firm has helped shape our values, our collaborative approach, and the way we work with our clients, engaging them every step of the way.

We have a unique perspective. Our decisions are made here – decisions that drive Canadian business and help us all achieve success — and we know the impact that our choices have on the cities and towns we call home.

Throughout our six decades of work, we've seen our communities are more than just a place we do business in. They're a place where our families live, play, and thrive, and we work to make them the best places they can be.

Being 100% Canadian is something we wear proudly. This country provides us with great opportunities, and we're here to help our clients seize the opportunities so we can create a brighter future for the generations to come.



Wherever business takes you

MNP.ca



 **PRAXITY**
Empowering Business Globally



Wherever business takes you

MNP.ca

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

GoToMeeting
Public Access Code: 738-393-413

1. **CALL TO ORDER:** Mayor Carnahan called the Special Meeting of Council of January 11, 2023, to order at the hour of 7:10 pm.

PRESENT: Mayor Carnahan, Councillors Faulkner, Gardner & McKeag Reber, CAO Losier & Acting DCS Bryans, members of public

Absent with regrets: Councillor Benson

2. **ADOPTION OF AGENDA:**

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

**CARRIED
R-23-01-001**

3. **BYLAWS OR POLICIES**

- a) **Bylaw #2023-04 – Amendment to the Land Use Bylaw**

Moved by Councillor McKeag Reber Council passes a motion to give Bylaw #2023-04 – Amendment to the Land Use Bylaw first reading as amended.

**CARRIED
R-23-01-0002**

- b) **Bylaw #2023-05 – Amendment to the Land Use Bylaw**

Moved by Councillor Faulkner that Council passes a motion to give Bylaw #2023-05 – Amendment to the Land Use Bylaw first reading.

**CARRIED
R-23-01-0003**

Moved by Councillor Gardner Council passes a motion to instruct Administration to report back to Council the variances issued due to the amendment of the bylaw no later than one year from January 31, 2023. Furthermore, would like a policy developed with regards to how variances will be issued at the discretion of the Development Officer.

**CARRIED
R-23-01-0004**

- c) **Policy #2017-026 – Amendment to the HR Policy**

Moved by Mayor Carnahan that Council passes a motion to adopt the amendment to Policy #2017-026 – HR Policy, regarding the Expense Reimbursement Policy.

**CARRIED
R-23-01-0005**

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

GoToMeeting
Public Access Code: 738-393-413

4. NEW BUSINESS

a) Leduc County Disaster Services Agreement Update

Moved by Councillor Gardner that Council passes a motion direct the Mayor and CAO to proceed with the proposed changes as identified in yellow in the agreement, remove the calculation for CPI and to extend the term to June 30, 2024.

**CARRIED
R-23-01-0006**

Recess @ 9:00 pm
Reconvene @ 9:12 pm

b) Leduc Regional Housing Foundation Support Request

Moved by Councillor McKeag Reber Council passes a motion to support the LRHF in its initiative to secure funding for a 22 unit building and pledge \$6,765 to the project.

**CARRIED
R-23-01-0007**

c) ICF Proposed Update – Discussion Only

5. CLOSED SESSION

- 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)

Moved by Councillor Faulkner that the Special Meeting of Council temporarily adjourn, and Council sit in Closed Session at this time being 9:35 pm.

**CARRIED
R-23-01-0008**

CAO Losier and Acting DCS Bryans remained in the meeting for the Closed Session.

Moved by Councillor Faulkner that the Special Meeting of Council reconvene from Closed Session at this time being 10:41 pm.

**CARRIED
R-23-01-0009**

Moved by Councillor McKeag Reber that the Special Meeting of Council extend past 10:00pm.

**CARRIED
R-23-01-0010**

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

GoToMeeting
Public Access Code: 738-393-413

6. ADJOURNMENT:

The Special Council Meeting adjourned at 10:41 pm.

These minutes signed this 16th day of January 2023.

Mayor Carnahan

CAO Losier

Un-Approved Minutes

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	February 7 th , 2022
Originated By:	Acting DCS Bryans
Title:	Bylaw 2023-01 – Temporary Borrowing Bylaw
Approved By:	CAO Losier
Agenda Item Number:	7 A

BACKGROUND/PROPOSAL:

Section 251 and 256 of the Municipal Government Act reads as follows:

- 251 (1) A municipality may only make a borrowing if the borrowing is authorized by a borrowing bylaw.
- (2) A borrowing bylaw must set out
- (a) the amount of money to be borrowed and, in general terms, the purpose for which the money is borrowed;
 - (b) the maximum rate of interest, the term and the terms of repayment of the borrowing;
 - (c) the source or sources of money to be used to pay the principal and interest owing under the borrowing.
- (3) A borrowing bylaw must be advertised.

- 256 (1) This section applies to a borrowing made for the purpose of financing operating expenditures.
- (2) The amount to be borrowed, together with the unpaid principal of other borrowings made for the purpose of financing operating expenditures, must not exceed the amount the municipality estimates will be raised in taxes in the year the borrowing is made.
- (3) A borrowing bylaw that authorizes the borrowing does not have to be advertised if the term of the borrowing does not exceed 3 years.

In the event that the 2023 Operating expenditures for the Town of Calmar exceeds the revenue available for payment of YTD expenditures, due to the timing of taxation revenue collection, and the Town of Calmar utilizes the Credit Facility # 1-Operating Credit Facility (Revolving) as per the current banking agreement with the Alberta Treasury Branch, there would be the requirement

to have a Temporary Borrowing Bylaw approved as per Section 256 of the Municipal Government Act.

The current unpaid operating principal for the Town of Calmar as of January 1, 2023, is zero. Historically, the Town of Calmar has not utilized the operating line of credit and the Temporary Borrowing bylaw is passed annually as a formality should the need to utilize arise.

Administration presents the attached Bylaw 2023-01 Temporary Borrowing to Council.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Option 1:

Council gives all three readings to Bylaw 2023-01 – Temporary Borrowing at this meeting.

Option 2:

Council gives first reading to Bylaw 2023-014 – Temporary Borrowing at this meeting and directs administration to bring back the bylaw to the February 21, 2023 meeting for second and third readings.

COSTS/SOURCE OF FUNDING (if applicable)

N/A

RECOMMENDED ACTION:

Council proceeds with Option 1 above.

TOWN OF CALMAR
BYLAW 2023-01
TEMPORARY BORROWING

THIS BYLAW AUTHORIZES THE COUNCIL OF THE TOWN OF CALMAR TO INCUR INDEBTEDNESS TO MEET CURRENT EXPENDITURES OF THE MUNICIPALITY.

WHEREAS: The Council of The Town of Calmar has decided to issue a bylaw pursuant to Section 256 of the Municipal Government Act to borrow for the purpose of financing operating expenditures.

WHEREAS: The Council of the Town of Calmar deems it necessary to borrow from time to time on a revolving basis during the year a sum or sums not exceeding the maximum principal amount of Three Million Two Hundred and Twenty Four Thousand dollars (\$3,224,000) at any one time to meet the operating expenditures of the municipality.

WHEREAS: The principal amount of the outstanding operating debt of the Town of Calmar at December 31, 2021 is zero.

NOW THEREFORE, the Council of the Town of Calmar, in the Province of Alberta, duly assembled enacts and approves the request to establish an operating line of credit; and

That the Council of the Town of Calmar does borrow from time to time, on a revolving basis, a sum not exceeding Three Million Two Hundred and Twenty Four Thousand dollars (\$3,224,000) from the ATB Financial on the credit and security of the municipality at large, of which the full sum is to be paid by the municipality at large.

1. The proper officers of the Town of Calmar are hereby authorized to issue debt on behalf of the municipality for the amount and purpose as authorized by this bylaw, namely the revolving operating line of credit.
2. The municipality shall repay the indebtedness according to the terms and the rates outlined in the current banking agreement of the municipality.
3. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
4. The indebtedness shall be contracted on the credit and security of the municipality.
5. Bylaw 2022-04 is hereby rescinded.
6. This bylaw comes into effect on January 1, 2023.

READ a first time this 06th day of February 2023

READ a second time this 06th day of February 2023

READ a third time, by unanimous consent, this 06th day of February 2023.

Mayor Carnahan

Chief Administrative Officer Losier

This Bylaw signed this 06th day of February 2023.



Town of Calmar

Request for Discussion (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 06, 2023
Originated By:	CAO Losier
Title:	Development Officer variance and decision powers
Approved By:	CAO Losier
Agenda Item Number:	7 B

BACKGROUND/PROPOSAL:

The current Land Use Bylaw (LUB) restricts the Development Officer (DO) variance power to 10% of side yards and rear yard setback to 25% (Sec. 22.5.) Any and every other application requiring a variance automatically must be referred to the Municipal Planning Commission (MPC) or simply refused. As for decision on an application, Section 3.14 addresses the decision powers by indicating when a DO “must” and “may” refer the decision to the MPC.

At its January 16, 2023, regular meeting, Council passed first reading on bylaw 2023-05. Purpose of the bylaw is to streamline the operations as coordinating an MPC may takes significant time and often, the nature of the application is relatively straight forward. At the meeting, Council also directed Administration to start drafting a policy that would guide DO’s in their operations and decision making. A draft policy is being presented tonight for discussion purposes.

COSTS/SOURCE OF FUNDING (if applicable)

N/A

RECOMMENDED ACTIONS:

Council can discuss the draft policy and update it as necessary. The intent should be to adopt a policy in a near future.



POLICY

POLICY No. 2023-104

APPROVAL DATE: FEBRUARY 06, 2023

TITLE: Development Officer – Powers

AMENDED DATE: N/A

DEPARTMENT: PLANNING AND DEVELOPMENT

REVISION DATE: N/A

MAYOR: _____

CAO: _____

Policy Statement:

The Town of Calmar provides this policy as an authorized framework for processing development permit applications in an efficient manner while ensuring that the planning policies and objectives are being met.

Purpose:

The purpose of this Policy is to establish a protocol that:

1. Provides Development Officers guidelines and procedures for dealing with variances.
 2. Enables the expedition of applications that will have minimal to no impacts on the adjacent properties.
-

Definitions

- **Applicant** – means a person and/or entity that submits an application for a development permit.
- **Council** – means the Council of the Town of Calmar elected pursuant to the Local Authorities Election Act, RSA 2000 c L-21.
- **Development Authority** - means the Development Authority established pursuant to the Act through the municipality’s Development Authority Bylaw.
- **Development Authority Officer (DO)** - means the Development Authority Officer established and appointed pursuant to the Act through the municipality’s Development Authority Bylaw.
- **Land Use Bylaw (LUB)** – means the Land Use Bylaw adopted by Council under the Municipal Government Act.
- **Municipal Planning Commission (MPC)** – means the Commission established by Bylaw to exercise its duty as needed.
- **Town** – means the municipal corporation of The Town of Calmar in the Province of Alberta.
- **Town CAO** – means the Chief Administrative Officer of the Town of Calmar.



- **Variance** – means a deviation to one or more regulations from the Land Use Bylaw in order to enable a development. A variance shall not harm public interest and/or enable a development that would not align with the applicable planning policies and objectives. A variance does not allow for a use that is not permitted or discretionary within the district.

Scope

This policy applies to all development permit applications submitted for consideration by the Development Authority.

This policy does not apply to:

- A situation where a redistricting is required to deal with the application.
- An application whereas the use is not permitted or discretionary within the current district.

Responsibilities

The Development Authority Officers are responsible for implementing this policy and reporting to Council.

Council, in collaboration with the Development Authority, is responsible for reviewing the variance reports and evaluating the needs of amending the Land Use Bylaw and/or reviewing this policy.

Variations Power

1. Development Authority Officer (DO) may issue a variance on any regulations but cannot grant a variance on a use that is not permitted or discretionary within the district.
2. A DO shall not grant a variance on an application contained within a Direct Control District (DC). These must be sent to Council who is the Development Authority Officer within DC districts.
3. Before deciding, the DO reviewing the application must determine in the need of a variance result from a unique condition of the property, an unnecessary hardship of the regulation(s), or the action of the current and/or past applicant. The DO must also evaluate the impact to adjacent properties should a variance be granted and the impacts on the applicant if a variance is refused.
4. The DO will track and report variance requests to Council to evaluate the need to amend the LUB and/or this policy.
5. A DO must refer to the MPC an application:
 - a. containing a non-conforming use and/or building as per section 643 of the MGA,



- b. for which the DO's cannot unanimously support,
- c. for which the DO would recommend refusal,
- d. requiring a variance greater than 40%, or
- e. for which the DO concludes that it would be in the best interest of all parties for the matter to be heard/decided by the MPC.

Decision making

1. Development Authority must make an inform the applicant of its decision on all complete applications within the time limits imposed by the MGA, which may include obtaining a time extension agreement when necessary.
2. A DO must, at its sole discretion, must refer to the MPC applications which in its opinion should be decided by the MPC.
3. The DO's will provide development permit application reports to provide an overview of activities.

Related Documents

Development Authority Bylaw, NO. 2022-14
Land Use Bylaw, NO. 2017-07



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 6, 2023
Originated By:	CAO Losier,
Title:	Bylaw #2023-12 – Development Authority Bylaw
Approved By:	CAO Losier
Agenda Item Number:	7 C

BACKGROUND/PROPOSAL:

On April 4th 2022, Council passed Bylaw, 2022-14 to establish the Development Authority (DA). This bylaw is not fully consistent with the Land Use Bylaw (LUB). The LUB identifies 3 options for the Development Authority, but the DA bylaw only identifies 2. Council’s authority within Direct Control District is not established.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

To solve the situation, the Bylaw simply need to add Council as a DA within section 3.

COSTS/SOURCE OF FUNDING (if applicable)

There is no cost to the option

RECOMMENDED ACTION:

That Council approves proposed bylaw 2023-12.

**BYLAW NO. 2023-12
TOWN OF CALMAR**

DEVELOPMENT AUTHORITY BYLAW

A Bylaw of the Town of Calmar, in the Province of Alberta, pursuant to provisions of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 2000 and amendments thereto, to provide for the establishment of Development Authority in the Town of Calmar.

WHEREAS, the Municipal Council wishes to establish development authority as required by the Municipal Government Act and amendments thereto;

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

Titles

1. This Bylaw may be cited as the "Development Authority Bylaw"

Definitions

2. The following words and terms are defined as follows:
 - a. "Act" means the Municipal Government Act, R.S.A. 2000 c. M-26 as amended;
 - b. "Authority" means the Development Authority established pursuant to this bylaw;
 - c. "CAO" means the chief administrative officer of the Town appointed by Council pursuant to the CAO Bylaw and as defined in the Municipal Government Act;
 - d. "Commission" means the Municipal Planning Commission established by bylaw;
 - e. "Council" means the Council of the Town of Calmar;
 - f. "Development Authority Officer" means one of the persons appointed to the position of Development Authority Officer;
 - g. "Land Use Bylaw" means the Land Use Bylaw adopted by the Town of Calmar Council pursuant to the Municipal Government Act;
 - h. "Town" means the Town of Calmar.

Establishment of Authority

3. The Development Authority of the Town is:
 - a. the person or one of the persons appointed by the CAO as Development Authority Officer pursuant to the Land Use Bylaw;
 - b. Council when a development permit application is within a Direct Control District; and
 - c. the Municipal Planning Commission established by bylaw.

Powers and Duties

4. The Authority has those powers and duties as set out in the Act, any regulations made thereunder and as further set out in the Land Use Bylaw and Municipal Planning Commission Bylaw.
5. The powers and duties of the Authority may be exercised by any one of the individuals appointed as Development Officer or by the Commission where so set out in the Land Use Bylaw and Municipal Planning Commission Bylaw.

Transition

6. Development Authority Bylaw 2022-14 is hereby repealed.

READ FIRST TIME THIS 06 DAY OF February 2023.

READ A SECOND TIME THIS 06 DAY OF February 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF February 2023

Mayor Carnahan

CAO Losier

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 06, 2023
Originated By:	CAO Losier,
Title:	Bylaw #2022-22 Fees & Charges Bylaw
Approved By:	CAO Losier
Agenda Item Number:	7 D

BACKGROUND/PROPOSAL:

On December 19, Council passed first reading of bylaw #2022-22, Fees and Charges bylaw. A few fees had to be reviewed and the proposed bylaw is coming to council for second reading as amended and pending Council’s comfort with it, potential 3rd reading as amended.

Since the first reading, Administration has worked on a few fee categories. Changes are being proposed for the Diamond rental and the Summer Gateway fees.

In parallel to the Fees and Charges Bylaw, Administration is proposing to amend several bylaws to remove the fees from them as fees/charges are consolidated in the proposed bylaw 2022-22. The bylaws that should be amended are as follow:

- Business Licensing Bylaw (2017-13) would become Bylaw 2023-06
- Urban Hens Bylaw (2022-09) would become Bylaw 2023-07
- Cat and Dog Bylaw (2020-18) would become Bylaw 2023-08
- False Alarm Bylaw (2018-15) would become Bylaw 2023-09
- Fire Services (2022-12) Bylaw would become Bylaw 2023-10
- Water, Wastewater, Solid Waste, and Recycling Bylaw (2020-04) would become Bylaw 2023-11

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Having the fees and charge in 1 bylaw will make it easier to maintain and avoid misalignment between bylaws. As each bylaw will require a review, it made sense to focus sole on removing the fees in this exercise. Administration will go through the lengthy exercise of reviewing the bylaws once a priority list has been created.

As for fees/charges, Council can always revisit these as deemed necessary. The intent as per the bylaw is to review these at least once per year. However, as we are already receiving many inquiries and request for 2023 booking, Administration would urge Council to pass an amended

bylaw. As for the Getaway program, as more details becomes available, Administration will come back to Council.

Option 1 – Council could decide to request further changes before 2nd reading. This could be done at the meeting or a follow-up meeting.

Option 2 – Council could decide to request further changes or not before 2nd reading. Then, Council could wrap the process by doing 3rd reading of the bylaw as amended.

Option 3 – Council could decide to maintain the current fees/charges structure and terminate proposed bylaw 2022-22.

COSTS/SOURCE OF FUNDING (if applicable)

The proposed bylaw would enable the Town to better address the significant expenses associated with the various services and amenities offered to the public. The philosophy employes for the proposed bylaw is to increase the recovery rates but remaining extremely competitive within the region.

Delaying a decision on the proposed bylaw could represent a significant revenue loss for the Town. It is also important to note that Council can at given point in time, amend the bylaw should they believe that it is required. Council does not need to wait for the annual review.

RECOMMENDED ACTION:

That Council approves option 2.

**TOWN OF CALMAR
BYLAW NO. 2022-22**

A BYLAW of the TOWN OF CALMAR to establish a bylaw pertaining to setting fees and rate charges levied to the public for goods and services provided by the Town of Calmar.

WHEREAS the *Municipal Government Act, R.S.A 2000, Chapter M-26* provides that a Council may pass a Bylaw for setting fees & charges levied to the public excluding taxation.

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

Review of Fees and Rate charges

1. (a) The Town shall review the fees & services schedule annually.
- (b) After the review has been completed, the Town may amend this Bylaw to update the fees and rates or adopt a new bylaw with fees and rates.

Schedules

2. Fees and charges are hereby established pursuant to Schedule "A" attached hereto and forming part of this Bylaw.

Rescinding

3. Bylaw No. 2018 – 27 and Bylaw 2016-09 are hereby rescinded.

Read a first time this 19th day of December 2022.

Read a second time this 06th day of February 2023.

Read a third time and approved this 06th day of February 2023.

Mayor Carnahan

CAO Losier

This Bylaw signed this 06th day of February, 2023.

SCHEDULE "A"
FEE SCHEDULE

ADMINISTRATION

Town Coffee Mugs	\$5.00 + GST
Town Hats	\$15.00 + GST
Town Pins	\$2.50 + GST
Tax Certificates	\$25.00 + GST
Tax Searches	\$25.00 +GST
Tax Notification Filing Fee	\$200.00
Not Sufficient Funds fees	\$35.00
Fax/Photocopying	\$0.25per page/\$1.50 long distance
Chronicle advertising (business card size)	\$25.00 + GST
Chronicle advertising (quarter page ad)	\$50.00 + GST
Chronicle advertising (half page ad)	\$75.00 + GST
Chronicle advertising (full page ad)	\$100.00 +GST
Chronicle advertising shown above request for color fees doubled	
Land Use Bylaw (Photocopy)	\$75.00 + GST
Municipal Development Plan (Photocopy)	\$75.00 + GST
Paper Copy of Utility Bill	\$2.00 + GST (starting March 01/2023)

FEES

FACILITY RENTAL RATES

FEES

1. **BALL DIAMONDS:**

Youth Hourly	\$10.00/Diamond/Hour + GST
Adult Hourly	\$20.00/Diamond/Hour + GST
Youth Team	\$200.00/team/year + GST
Adult Team	\$400.00/team/year + GST
Youth Tournament	\$50.00/Diamond/Day + GST
Adult Tournament	\$125.00/Diamond/Day + GST
Tournament Damage Deposit	\$500.00

2. **PROGRAM CENTRE**

Local Hourly	\$20.00 + GST
Local Half-day (6 hours)	\$100.00 + GST
Local Full day	\$250.00 + GST
Non-local Hourly	\$30.00 + GST
Non-local Half-day (6 hours)	\$150.00 + GST
Non-local Full day	\$300.00 + GST
Damage Deposit	\$100.00

3. **SUMMER GETAWAY**

Local resident/Week	\$150.00 + GST
Non-local resident/Week	\$250.00 + GST
Local resident/Full Program	\$850.00 + GST
Non-local resident/Full Program	\$1450.00 + GST

4. **PUBLIC GROUNDS CAMPING**

RV / Overnight / Per Unit	\$30.00 + GST
Tent / Overnight / Per Unit	\$ 20.00 + GST

5. **MIKE KARBONIK ARENA ICE**

Local Youth Hourly	\$125.00 + GST
Out of Town Youth Hourly	\$150.00 + GST

Local Adult Hourly	\$200.00 + GST
Out of Town Adult Hourly	\$225.00 + GST

6. DRY ICE/FLOOR

Local Hourly	\$50.00 + GST
Local Daily	\$400.00 + GST
Non-local Hourly	\$65.00 + GST
Non-local Daily	\$500.00 + GST
Damage Deposit	\$400.00

PLANNING & DEVELOPMENT

FEES

(linked to Municipal Government Act and Land Use Bylaw)

1. PLANNING:

Municipal Development Plan amendment	\$750.00 + GST plus advertising cost
Land Use Bylaw amendment	\$750.00 + GST plus advertising cost
Area Structure Plan Adoption & amendment	\$1,000.00 + GST plus advertising cost
Compliance request (non-rushed 10-day service)	\$80.00 + GST
Compliance request (rushed 0-3 day service)	\$120.00 + GST

2. SUBDIVISION:

Standard Subdivision	\$250.00 per parcel + GST
Boundary Adjustment	\$250 per parcel + GST
Condominium Plan Consent	\$40.00 per unit + GST
Extension	\$100.00 + GST
Fee at Endorsement	\$150.00 per parcel + GST

3. DEVELOPMENT AGREEMENT FEES:

Affecting 1 parcel:	\$2,000 + GST
Affecting 2 or more parcels:	\$3,500 + GST

4. DEVELOPMENT PERMIT:

Notification for discretionary use	\$125.00 + GST
Dwellings (up to 4 dwelling units)	\$100.00 per unit+ GST
Dwelling, Multi-units (5 dwelling units and more)	\$500.00+ GST
New Commercial/New Industrial	\$100.00+ GST
Manufactured Home (mobile home park)	\$100.00 + GST + \$500.00 deposit to be refunded when skirted
Residential additions	\$50.00 + GST
Accessory Buildings – Garages	\$50.00 + GST
Accessory Buildings – sheds	\$50.00 + GST
Accessory Decks (attached or detached)	\$50.00 + GST
Basement Renovations	\$50.00 + GST
Signs permits	\$50.00 + GST
Development Appeal fees	\$285.00 + GST
Home Based Business Development Permit fee	\$100.00 + GST plus notification fee when applicable
Change of use	\$50.00 + GST
Any other development not identified within the table	\$50.00 + GST

Note: Development Permits are not required for installation of a wood burning stove, hot tub or sheds less than 10 m2 (<160 ft2)

Note: Development Permit fees does not include water meter fees as per Bylaw adopted.

Note: Advertising costs in local paper are based on actual cost the Town is billed

ECONOMIC DEVELOPMENT

(linked to Business License Bylaw)

Resident Business License (excluding general contractor)	\$100.00 + GST
Non-resident business license (excluding general contractor)	\$300.00 + GST
Resident General Contractor Business License	\$200.00 + GST
Non-Resident General Contractor Business License	\$400.00 + GST
Home-based business	\$100.00 + GST + notification if required
Hawker & Peddlers Business License	\$150.00 + GST
Renewal fee Business license	\$100.00 + GST
Regional Business License Fee	\$50.00 + GST
Transfer of Business License (Include name change)	\$25.00 + GST
New Business License purchased after August 31	50% Of original cost
Special Event License Local – Administration Fee	\$10.00 + GST
Special Event License Non – Local – Administration Fee	\$20.00 + GST
Mobile Home Park	\$30.00 / developed stall for mobile home + GST (with Development Agreement) or \$60.00 (without a Development Agreement)

FEES**PUBLIC WORKS**

(linked to Water, Wastewater, Solid Waste, and Recycling Bylaw)

PW operator labour charges	\$60.00/hour + GST
1. <u>EQUIPMENT (Equipment with labour included)</u>	
Street sweeper	\$80.00/travel + \$130.00/hour + GST
Grader	\$130.00/hour+ GST
Loader	\$130.00/hour+ GST
Hydrovac	\$200.00/hour+ GST
Loader with snowblower	\$200.00/hour+ GST
Tandem axle truck	\$100.00/hour+ GST
Single axle dump truck	\$80.00/hour+ GST
Skid Steer	\$80.00/hour+ GST
Sanding unit	\$80.00/unit+ GST
2. <u>MATERIALS:</u>	
Salt sand	\$40.00/yard + GST
Gravel	\$40.00/yard + GST
3. <u>CURB COCK (water valve)</u>	
Replacement Parts	\$260.00/assembly + GST

FEES**WATER**

1. <u>UNDERGROUND SERVICE CONNECTIONS:</u>	
Connection to underground services	\$125.00 per connection + GST
2. <u>CONSTRUCTION/CONTRACTORS/RESIDENTIAL/COMMERCIAL SERVICE:</u>	
One cycle of turning the service on and off, or portion thereof	\$100.00 + GST
3. <u>METERS:</u>	
Meter repair	\$50.00 + GST or actual cost, whichever is greater
Meter testing	Actual cost

Note: All requests for water service must fill out application and pay appropriate fees prior to any work commencing.

4. BULK WATER RATES:

Key deposit	\$25.00 + GST which \$10.00 of said deposit is a non-refundable administration fee
Commercial and Industrial consumers	\$5.00 per m3 or portion thereof
Rural agricultural consumers Annual Administration Fee	\$50.00 + GST
Rural agricultural consumers	\$3.00 per m3 or portion thereof

5. USE OF EXISTING WATER WELL

Application fee	\$150.00 + GST
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6. WATER SERVICE CHARGES

SINGLE FAMILY, DUPLEXES, AND FOURPLEX DWELLING UNITS:

Flat rate for the first 10.88 m ³ (2,400 ga) consumed	\$93.00
For additional consumption thereafter	\$1.81 per m ³

COMMERCIAL AND INDUSTRIAL UNITS:

Flat rate for the first 10.88 m ³ (2,400 ga) consumed	\$90.00
For additional consumption thereafter	\$2.03 per m ³

APARTMENTS, CONDOMINIUMS, AND SENIORS' APARTMENTS:

Consumption rate for actual water used	\$3.60 per m ³
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PUBLIC, INSTITUTIONAL, SCHOOLS:

Flat rate for the first 10.88 m ³ (2,400 ga) consumed	\$89.00
For additional consumption thereafter	\$1.81 per m ³

CHURCHES, CLUBS, ASSOCIATIONS AND CHARITABLE ORGANIZATIONS:

Flat rate for the first 10.88 m ³ (2,400 ga) consumed	\$80.00
For additional consumption thereafter	\$1.81 per m ³

REQUEST TO TURN WATER ON/OFF FOR TEST/CONSTRUCTION

Connection to Curb Stop	\$125.00 + GST
Test Turn on/off	\$100.00 + GST
Connection to Mainline	\$250.00 + GST
Construction water	\$72.00 for first 10.88 m3. Over 10.88 m ³ , a rate of \$1.35 / m ³ will apply

Note: Cubic meters are expressed as: "m³"; and gallons are expressed as: "ga".

Note: Public Works must be notified prior to backfill for inspection for a connection to the Curb Stop

REPLACEMENT AND/OR NEW WATER METER

5/8" Meter or metric equivalent	\$545.00 + GST
1 1/2" Meter of Metric equivalent	\$840.00 + GST
2 1/2" Meter of Metric equivalent	\$1,000.00 + GST

ALL OTHER WATER SERVICES BY AGREEMENT OF COUNCIL.

WASTEWATER

RESIDENTIAL*:

Single Family Dwelling Units per billing \$ 64.00

*Plus 50% of the amount of charges over and above the flat rate for water consumption pursuant to this bylaw for residential.

APARTMENTS, CONDOMINIUMS AND SENIORS' APARTMENTS:

Sewer (based on water consumption volume) \$1.66 per m³

COMMERCIAL & INDUSTRIAL:**

Hotel	\$177.00
Coin Laundry	\$129.00
Car Wash	\$129.00
Beauty Parlor	\$58.00
Restaurants	\$117.00
Offices	\$54.00

**Plus 50% of the amount of charges over and above the flat rate for water consumption pursuant to this bylaw for commercial and industrial properties.

PUBLIC AND INSTITUTIONAL*:

Schools	\$270.00
Churches, Clubs, Charitable Organizations	\$49.00

*Plus 50% of the amount of charges over and above the flat rate for water consumption pursuant to this bylaw for institutional properties.

ALL OTHER WASTEWATER SERVICES BY AGREEMENT OF COUNCIL.

SOLID WASTE AND RECYCLING

Collection and landfill tipping fees	\$18.00 per month + GST
Replacement for damaged or lost waste container	\$102.17 + GST
Recycling service	\$15.00 per billing + GST
Infrastructure replacement charges	\$16.25 per billing + GST

ALL OTHER SOLID WASTE AND RECYCLING SERVICES BY AGREEMENT OF COUNCIL.

ELECTRICAL CAR CHARGER

FEES

Electrical Charger at arena \$15.00/hour + GST

ANIMALS

FEES

(linked to Hens Bylaw/ Cat and Dog Bylaw)

Hens Application	\$50.00 + GST
Hens Yearly Renewal	\$10.00 + GST
Male or Female Dogs Unaltered License	\$60.00 + GST
Neutered Male or Spayed Female Dogs License	\$30.00 + GST
Vicious Cat or Dog Unaltered License	\$1,500 + GST
Vicious Cat or Dog Neutered or Spayed	\$1,000 + GST
Male or Female Cats Unaltered License	\$100.00 + GST
Neutered Male or Spayed Female Cats License	\$30.00 + GST
Replacement Tag	\$10.00 + GST
Dog/Cat Impoundment fees	As determined by operators of boarding facility used
Vicious Cats/Dogs	\$500.00 + GST + Sustenance of animal to commence at midnight on the day of impoundment at \$25.00 + GST/day
Veterinary Fees amount expended for euthanizing	\$150.00 + GST

EMERGENCY SERVICES

FEES

(linked to False Alarm Bylaw / Fire Services Bylaw)

False Alarm (1st one in calendar year) no charge

False Alarm (2 nd one in same calendar year)	\$500.00 + GST
False Alarm (3 rd one in same calendar year)	\$1,500.00 + GST
False Alarm (4 th one in same calendar year)	\$3,000.00 + GST
Any additional false alarm in same calendar year	\$3,5000.00 + GST
Fire and Rescue Operations on all Flightways/Roadways, provincial and non-provincial which includes but not limited to, motor vehicle, train or aircraft emergencies, including fire suppression, rescue, spill clean-up and/or extrication services.	As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$615.00/hr/unit + replacement cost of equipment and/or materials used, lost or damaged as a result of the response
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/hr/unit
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/hr/unit
Command Units for all calls	As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$185.00
Cellulose Insulation Removal and/or disposal fee - Insurance Company cost recovery only	Actual cost billed to insurance company
Providing security and/or fire watch for a fire scene where the insurance adjuster could not be reached to provide security	\$100.00 per hour + GST
Fire Services site inspections at the request of the owner/ occupant of the premises	\$80.00 per hour or portion thereof + GST
Fire Investigation services, to determine the cause and origin of any fire as per Quality Management Plan	\$80.00 per hour or portion thereof + GST
Providing Fire Investigation reports for insurance companies - (1) page summary	\$50.00 per hour + GST

TOWN OF CALMAR

BYLAW #2023-06

BEING A BYLAW OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE REGULATION, CONTROL AND LICENSING OF BUSINESSES AND TRADES, PROFESSIONS AND OCCUPATIONS CARRIED ON WITHIN THE CORPORATE LIMITS OF THE TOWN AND TO PROVIDE FOR THE APPOINTMENT OF A BUSINESS LICENSE OFFICER.

WHEREAS, pursuant to Section 7(a) and Section 8 of the *Municipal Government Act, C. M-26, RSA, 2000*, as amended, a Council may pass bylaws for municipal purposes respecting to businesses, business activities and person(s) engaged in business; and regulate, control and license said businesses;

WHEREAS, pursuant to Section 7(i) of the *Municipal Government Act, C. M-26, RSA, 2000*, as amended, a Council may pass bylaws for municipal purposes respecting the enforcement of bylaws made under the *Municipal Government Act* or any other enactment including any or all of the matters listed therein; and

AND WHEREAS, it is deemed desirable and equitable to enact a bylaw establishing a system of licensing, regulation and control for businesses, trades, professions and occupations carried on within the Town of Calmar.

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

1. **TITLE**

This Bylaw shall be cited as the "Business Licensing Bylaw" of the Town of Calmar.

2. **INTERPRETATION and DEFINITIONS**

In this Bylaw, unless the context otherwise requires:

- a). "Applicant" means a person who applies for a license or renewal of a license required by this Bylaw.
- b). "Application" means a written application for a business license as provided by this Bylaw.
- c). "Business" means any business, trade, profession, industry, occupation, employment or calling and the providing of good and / or services.
- d). "Business License Category" means one of the following:
 - i) "**Resident Business**" means a person, firm or corporation within the corporate boundaries of the Town of Calmar who operates their business, trade, profession or occupation from taxable premises.
 - ii). "**Non-Resident Business**" means a person, firm or corporation who **does not** operate its business, trade, profession or occupation from taxable premises with the Town of Calmar.
 - iii). "**Resident General Contractor**" means any person, company, firm or corporation who is based with the Town of Calmar and normally engaged in the building and/or construction industry, and who accepts contracts as principal in the excavation, erection, construction, alteration, repair or demolition of any building or structure. It shall not include the owner of any building or premises personally doing work in, upon or about such building or structure.
 - iv). "**Non-Resident General Contractor**" means any person, company, firm or corporation who is **not** based with the Town of Calmar and normally engaged in the building and/or construction industry, and who accepts contracts as principal in the excavation, erection, construction, alteration, repair or demolition of any building or structure. It shall not include the owner of any building or premises personally doing work in, upon or about such building or structure.
 - v). "**Sub-Contractor**" means any person, company, firm or corporation who performs under contract to a General Contract. Sub-Contractors are included under the veil of the General Contractor's License, when performing duties on a specific project, otherwise the Sub-Contractor must obtain a separate business license.

- vi). **“Home-Based Business”** means any person, company, firm or corporation operating out of their place of residence within the Town of Calmar (either minor or major). Any Business License application must be accompanied by a Development Permit application and the corresponding fee. The Business License will not be issued until the Development Permit application is considered and approved by the Development Authority Officer.
- vii). **“Single Project Business”** means any business license that is issued only for a specific purpose and at a specific location.
- e). **“Business License Officer”** means the Town of Calmar employee designated to carry out the provisions of this Bylaw and designated by the Chief Administrative Officer (Town Manager).
- f). **“Business Premises”** means any store, office, warehouse, factory, building, enclosure, yard or other place occupied or capable of being occupied for the purpose of carrying on a business.
- g). **“Carry on”, “Carrying on”, “Carries on”** means to conduct, operate, perform, keep, hold, occupy, deal in or use, for a fee or exchange of benefits, whether as principal or agent.
- h). **“Charitable or Non-Profit Organization”** means and incorporated or unincorporated organization formed for charitable purposes or for the promotion of general social welfare, and not organized for profit or personal gain, including:
 - i). a religious society or organization;
 - ii). a service club;
 - iii). a community veterans or youth organization;
 - iv). a social sport or fraternal organization or club;
 - v). an employer’s or employee’s organization.
- i). **“Charitable purpose”** includes a philanthropic, benevolent, educational, health, humane, religious, cultural, artistic or recreational purpose.
- j). **“Chief Administrative Officer”** means Town Manager of the Town of Calmar and any designate acting or authorized by the Chief Administrative Officer to act on his/her behalf.
- k). **“Council”** means the Council of the Town of Calmar.
- l). **“Development Permit”** requires meeting the zoning regulations that controls land uses in the Town of Calmar. In all cases, a Development permit is required for approval prior to the issuance of a Business License.
- m). **“Hawker or Peddler”** means a person not being a body corporate and who, whether as principal or agent;
 - i). goes from house to house selling or offering for sale any merchandise to any person, and who is not a wholesale or retail dealer in such merchandise to be afterwards delivered in or shipped into the Town of Calmar, or;
 - ii). offers or exposes for sale to any person by means of sample, patterns, cuts or blueprints, merchandise to be afterwards delivered or shipped into the Town of Calmar, or;
 - iii). sells merchandise on the streets or roads or elsewhere than at a building that is his permanent place of business or businesses that operate out of temporary structure, display or stand, but;
 - iv) does not include a person selling meat, fish, fruit or other farm produce that has been produced, raised or grown by himself in Alberta, or;
 - v). does not include a person selling fish of his own catching in Alberta.
- n). **“License”** means a Business License issued pursuant to this Bylaw.
- o). **“License Fee”** means a fee payable for a license as established in “Schedule A” attached to this Bylaw.

- p). "Person" means and includes an individual or a corporation and includes a partnership, association, firm, or group of persons acting in concert unless the context explicitly or by necessary implication otherwise requires.
- q). "Regional Business License" means a Business License issued by the Town of Calmar in conjunction with the 39-20 Alliance, which holds validity in the Town of Calmar, Town of Thorsby, Village of Warburg and Village of Breton.
- r). "Town" means the Town of Calmar.

3. **APPOINTMENT OF BUSINESS LICENSE INSPECTOR**

The Council or Chief Administrative Officer (Town Manager) of the Town of Calmar shall appoint a Business License Inspector to carry out the provisions of this Bylaw.

4. **DUTIES OF BUSINESS LICENSE INSPECTOR**

- a). To review and ensure compliance of applications for licenses and transfers thereof;
- b). To conduct investigations with regard to proposed applications where necessary;
- c). To conduct inspections of business premises where necessary;
- d). To investigate complaints lodged against a business, if necessary;
- e). To refuse or grant business licenses where deemed appropriate;
- f). To revoke business licenses where deemed appropriate and necessary;
- g). To suspend business licenses where deemed appropriate and necessary;
- h). To administer this Bylaw as far as practicable, ensure that all person(s) concerned conform to its provisions and to commence prosecutions for violation of this Bylaw.
- i). To ensure the collection of fees and maintenance of records for all applications for licenses are managed.

5. **BUSINESS LICENSE**

- a). No business or person, within or partly within the Town of Calmar, shall be engaged in any business, profession, trade or occupation unless the person holds a valid Business License authorizing the business or person to engage in or operate that business, profession, trade or occupation, unless specifically exempted by law.
- b). Before the issuance of a Business License a person or business must submit to the Business License Inspector:
 - i). a complete Business License application with the appropriate fee;
 - ii). a complete Development Permit application, where required, and the appropriate fee, as set out in the Fees and Rates Bylaw.

6. **PROCEDURES AND CONDITIONS OF BUSINESS LICENSE**

- a). Any advertising of businesses, callings, trade or occupations referred to in this Bylaw shall be deemed to be prima facie proof to the fact that the person or business advertising is carrying on or operating any such business, calling, trade or occupation.
- b). If the applicant is not the registered owner of the said property, a letter of authorization from the registered owner, must be submitted along with the Business License Application.

- c). No Business shall operate until such time the applicant holds a valid Development Permit where required by this Bylaw and the Town of Calmar Land Use Bylaw.
- d). No Business shall operate until such time the applicant holds a provides to the Town of Calmar with the Business License Application a valid Provincial or Federal License as required by Law.
- e). All signage and advertising must comply with the Town of Calmar Land Use Bylaw.

7. **POSTING OF LICENSE**

- a). Person(s) or a Business issued a Business License under this Bylaw will either:
 - (i) Display the Business License in a conspicuous location in the place of business, or;
 - (ii) Carry the license, or copy thereof, with them if there is no permanent place of business with the Town of Calmar.

8. **LICENSE YEAR**

- a). The Town of Calmar shall invoice in November of each year to all holders of a valid Business License in the previous calendar year.
- b). If payment has not been submitted and received by the last business day of January the Business License shall may be terminated.
- c). If past due payment, for an existing business, is received after the last business day of January the fee shall be doubled.
- c). All business license fees paid are non-refundable, however, should the Business License Inspector not issue a business license the fee may be refunded.
- d). The business license fee, for a new business only, shall be reduced to one half of the fee when purchased after the last day of August in any license year.

9. **EXEMPTIONS FROM REQUIRING A BUSINESS LICENSE**

- a). Any business carried on by the Town of Calmar.
- b). A business carried on by the Government of the Province of Alberta or the Government of Canada or a Crown Corporation created by either Government.
- c). A business expressly exempted from the requirement of a license by a statute or the Legislature of Alberta or Parliament of Canada.
- d). A business that is a charitable or non-profit organization.
- e). Any person who is conducting business as a participant of a Trade Show, Craft Fair, Farmer's Market or Garage Sale.

10. **OPTIONAL REGIONAL BUSINESS LICENSING**

All Town of Calmar resident businesses, including general contractors, after first obtaining a valid Town of Calmar Business License, has the option to purchase a Regional Business License, in the amount of \$50.00, which will be valid for the provision of goods or services within the Town of Thorsby, Village of Warburg and Village of Breton, without having to purchase a valid business license from the said three villages. All revenues generated by the sale of a Regional Business License through

the Town of Calmar shall be forwarded to the 39-20 Alliance.

11. **NOTIFICATION OF CHANGES**

Any Licensee shall forthwith notify the Town of Calmar, in writing, of any changes in the address, phone numbers or other pertinent information that was required on the application.

12. **TRANSFER OF LICENSE**

A Business License granted pursuant to the provisions of this Bylaw, may upon approval of the Business License Inspector, be transferred from one person or a company to another person or company, provided it is the same type of business that will be operating from the property, and upon payment of a transfer fee to be paid at the time of application for transfer.

13. **POWERS**

- a). REFUSAL – Subject to the provisions of this Bylaw, upon receipt of an application for a business license, the Business License Inspector may refuse to issue or renew a Business License, if, in his/her opinion there are just and reasonable grounds for the refusal of the application.
- b). REVOCATION-Subject to the provisions of this Bylaw, where a Business License has been granted, the Business License Inspector may revoke or suspend the Business License, if in his/her opinion there are just and reasonable grounds for the revocation of the license.
- c). Reasonable and just grounds for refusal or revocation may include, but are not limited to:
 - i). the applicant or Licensee does not or no longer meets this Bylaw or the Development Permit approval with respect to the License applied for or held;
 - ii). the Licensee has breached a condition of the License;
 - iii). the Applicant or Licensee or any of its officers or employees has contravened this Bylaw or Development Permit approval whether or not the contravention has been prosecuted;
 - iv). the Applicant or Licensee or any of its officers or employees furnishes false information or misrepresents any fact or circumstance to the Business License Inspector, Chief Executive Officer (Town Manager) or designate;
 - v). the applicant or Licensee or any of its officers or employees fails to pay any fee required by this Bylaw or fines imposed by a Court for a contravention of this Bylaw;
 - vi). in the opinion of the Chief Executive Officer (Town Manager), Business License Inspector or designate, it is in the public interest to do so.

14. **NOTICE OF REVOCATION OR SUSPENSION**

Upon revocation or suspension as hereinbefore provided, the Business License Inspector shall notify the Licensee thereof:

- a) By delivery of notice to the person or business personally, or
- b) By double registered mail to the person, residence or business;

And, after the delivery of such notice, the business or occupation, as the case may be, shall not be carried on until such time as a new Business License is issued or the suspended Business License is re-instated.

15. **NULLIFICATION OF LICENSE**

Where any certificate, authority, license or other document of qualification under this or any other Bylaw, or under any statute of Canada or the Province of Alberta, is suspended, cancelled, terminated or surrendered, any license issued under this Bylaw, based in whole or in part on such certificate, authority, license or other document of qualification, shall be revoked automatically forthwith.

16. **APPEALS**

- a). In every case where an application for a Business License has been refused, or an existing Business License has been revoked, the person seeking the license or reinstatement may appeal to the Council of the Town of Calmar within thirty (30) days after such refusal or revocation.
- b). All appeals shall be made in writing addressed to the Chief Administrative Officer (Town Manager) for the Town of Calmar and shall be dated as of the date received by the Chief Administrative Officer (Town Manager).
- c). The Council of the Town of Calmar, after hearing the applicants appeal may:
 - i) direct a Business License be issued;
 - ii) direct a Business License be issued with conditions;
 - iii) refuse to grant a Business License;
 - iv) reinstate the Business License with or without conditions;
 - v) uphold the revocation of a Business License on grounds which appear just and reasonable.

17. **SUPPLY AND INFORMATION**

Every person(s) or business carrying on or engaged in any business in respect of which a license is required under this Bylaw, upon receipt of request from the Business License Inspector, shall supply all information necessary to enable him/her to carry out their duties.

18. **MANUFACTURED HOME PARK**

The Business License fee for Manufactured Home Parks shall pay the amount as provided for in "Schedule A", per year, per developed stall(s) occupied by a manufactured or mobile unit, except in the case where a Development Agreement is in place between the Town of Calmar and the owner / operator of the Manufactured Home Park.

19. **PENALTIES**

Any person(s) or business in contravention of any provision of this Bylaw shall be guilty of an offense and liable on summary conviction to a penalty as set out in "Schedule A".

Where an offense is nonpayment of a Business License fee hereunder, the convicting authority may adjudge the payment of the Business License fee thereof in addition to the fine imposed.

20. **VOLUNTARY PAYMENT**

Where any provisions of this Bylaw deemed to be contravened and an offense has been issued for the contravention(s), the accused may avoid appearing in Court to answer the said charge by submitting a voluntary payment to the Town of Calmar, as outlined in "Schedule A".

21. **SEVERABILITY**

Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

22. **RESCINDING OF AND SUSPENSION OF EXISTING CONTROLS**

Bylaws No. 2017-13 is hereby rescinded.

23. **EFFECTIVE DATE**

This Bylaw shall come into forces and effect upon the final reading of this Bylaw.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

TOWN OF CALMAR

BYLAW #2023-07

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, the Council of the Town of Calmar, in the Province of Alberta, assembled 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 or designate 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/Peace 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 or designate, and
 - (b) Applicants shall advise the adjacent landowners of their intention to keep urban hens;
 - (c) paying an application fee and then the renewed yearly fee as per the Fees and Charges Bylaw.

6. The Chief Administrative Officer or designate 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 or designate may refuse to grant an Urban Hen License for the following reasons:
 - (a) the applicant or license holder does not or no longer meets the requirements 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/Peace 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 or designate 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 designate or a Bylaw/Peace 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, 3.0 m from all dwelling windows and doors;
- (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/Peace Officer is authorized and empowered to issue a Municipal Tag to any person who the Bylaw/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 Chief Administrative Officer.

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 avoluntary 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 or designate 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 #2022-09 is hereby rescinded.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

TOWN OF CALMAR

BYLAW #2023-08

BEING A BYLAW OF THE TOWN OF CALMAR RESPECTING THE REGULATION, LICENSING AND CONTROL OF CATS OR DOGS IN THE TOWN OF CALMAR

WHEREAS the *Municipal Government Act* enables a Council to pass bylaws respecting Cat or Dogs;

AND WHEREAS the purpose of municipality includes providing services that, in the opinion of Council is necessary and desirable;

AND WHEREAS it is desirable to pass a bylaw dealing with the licensing and regulation of Cat or Dogs in the town;

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

1. This Bylaw may be cited as the **“Cat and Dog Bylaw”**.

2. INTERPRETATION

- a) In this Bylaw unless the context otherwise requires:
- i) “Animal” means any bird, reptile, amphibian or mammal excluding humans and wildlife;
 - ii) “Animal Services Centre” means the town facility established for the holding of impounded Cat or Dogs as set out in this Bylaw;
 - iii) “Attack” means an assault resulting in bleeding, bone breakage, sprains, serious bruising, or multiple injuries;
 - iv) “Bite” means wound to the skin causing it to bruise, puncture, or break;
 - v) “Bylaw Enforcement Officer” means a person appointed Bylaw Peace Officer by the Town of Calmar Town Manager;
 - vi) “Cat” means a small domesticated carnivorous mammal with soft fur, a short snout, and retractable claws. It is widely kept as a pet or for catching mice, and many breeds have been developed
 - vii) “Cemetery” means land within the Town and managed and controlled by The Town that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried;
 - viii) “Dog” means a domesticated carnivorous mammal that typically has a long snout, an acute sense of smell, nonretractable claws, and a barking, howling, or whining voice
 - ix) “Director, Calmar Community Standards” means the Town Manager or that person’s designate;
 - x) “Former Owner” means the person who at the time of impoundment was the Owner of a Cat or Dog which has subsequently been sold or destroyed;
 - xi) “Golf Course” means land which is set aside for the playing of the game of golf and upon which the game of golf is played;
 - xii) “Justice” has the meaning as defined in the Provincial Offences Procedure Act, R.S.A. 2000, c.P-34, as amended or replaced from time to time;
 - xiii) “Leash” means a chain or other material capable of restraining the Cat or Dog on which it is being used;

- xiv) "Livestock" includes, but is not limited to:
 - 1.) a horse, mule, ass, swine, emu, ostrich, camel, llama, alpaca, sheep or goat,
 - 1.1.) domestically reared or kept deer, reindeer, moose, elk, or bison,
 - 1.1.1.) farm bred fur bearing Animals including foxes or mink,
 - 1.1.1.1.) Animals of the bovine species,
 - 1.1.1.1.1.) Animals of the avian species including chickens, turkeys, ducks, geese, or pheasants, and
 - 1.1.1.1.1.1.) all other Animals that are kept for agricultural purposes, but does not include Cats, Dogs, or other domesticated household pets;
- xv) "Muzzle" means a device of sufficient strength placed over a Cat or Dog's mouth to prevent it from biting;
- xvi) "Nuisance Cat or Dog" means a Cat or Dog declared to be a Nuisance Cat or Dog by the Director, Calmar Community Standards, or designate, in accordance with;
- xvii) "Owner" means any natural person or body corporate:
 - 1.) who is the licensed Owner of the Cat or Dog;
 - 1.1.) who has legal title to the Cat or Dog;
 - 1.1.1.) who has possession or custody of the Cat or Dog, either temporarily or permanently; or
 - 1.1.1.1.) who harbours the Cat or Dog, or allows the Cat or Dog to remain on his premises;
- xviii) "Park" means a public space controlled by The Town and set aside as a park to be used by the public for rest, recreation, exercise, pleasure, amusement, and enjoyment and includes:
 - 1.) Playgrounds,
 - 1.1.) Cemeteries,
 - 1.1.1.) Natural areas,
 - 1.1.1.1.) Sports Fields, (v) Pathways,
 - 1.1.1.1.1.) Trails, and (vii) Park roadways, but does not include Golf Courses.
- xix) "Pathway" means a multi-purpose thoroughfare controlled by The Town and set aside for use by Pedestrians, Cyclists and Persons using Wheeled Conveyances, which is improved by asphalt, concrete or brick, whether or not it is located in a Park, and includes any bridge or structure with which it is contiguous;
- xx) "Playground" means land within the Town and controlled by The Town upon which apparatus such as swings and slides are placed;
- xxi) "Provincial Court" means The Provincial Court of Alberta;
- xxii) "Running at Large" means:
- xxiii) a Cat or Dog or Cats or Dogs which are not under the control of a person responsible by means of a Leash and is or are actually upon property other than the property in respect of which the Owner of the Cat or Dog or Cats or Dogs has the right of occupation, or upon any highway, thoroughfare, street, road, trail, avenue, parkway, lane, alley, square, bridge, causeway, trestle way, sidewalk (including the boulevard portion of the sidewalk), Park or other public place which has not been designated as an off Leash area by the Director, Calmar Public Works, or
- xxiv) a Cat or Dog or Cats or Dogs which are under the control of a person responsible by means of a Leash and which cause damage to persons, property or other Cats or Dogs;

- (xxv) "School Ground" means that area of land adjacent to a school and that is property owned or occupied by Blackgold County Board of Education and includes property owned or occupied with another party or the Town of Calmar;
- (xxvi) "Severe Injury" includes any injury resulting in broken bone or bones, disfiguring lacerations, sutures, cosmetic surgery and further includes any other injury as determined to be severe by a Court upon hearing the evidence;
- (xxvii) "Sports Field" means land within the Town and controlled by The Town which is set apart and used for the playing of a sport including baseball diamonds, field hockey or cricket pitches, and rugby, soccer or football fields;
- (xxviii) "Town" means the municipal corporation of the Town of Calmar or the area contained within the boundary thereof as the context requires;
- (xxix) "Town Manager" means the person designated by Council as the Chief Administrative Officer of the Town or that person's designate;
- (xxx) "Vicious Cat or Dog" means any Cat or Dog, whatever its age, whether on public or private property, which has:
 - 1.) Chased, injured or bitten any other Cat or Dog or human,
 - 1.1.) Damaged or destroyed any public or private property, or
 - 1.1.1.) Threatened or created the reasonable apprehension of a threat to a human, and which, in the opinion of a Justice, presents a threat of serious harm to other Cat or Dogs or humans, or
 - 1.1.1.1.) Been previously determined to be a Vicious Cat or Dog under this Bylaw.
- (xxxi) "Wading or Swimming Area" means any area designated as an outdoor wading or swimming area. This shall include any decks surrounding such facility and shall include that area within twenty (20) metres in all directions of the outside dimensions of such facility unless the Park boundary is a lesser distance.

- b) Each provision of this Bylaw is independent of all other provisions and if any provision is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw remain valid and enforceable.
- c) Nothing in this Bylaw relieves a person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order or licence.
- d) Any heading, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience only and shall not form part of this Bylaw.
- e) Where this Bylaw refers to another Act, Bylaw, regulation or agency, it includes reference to any Act, bylaw, regulation or agency that may be substituted, therefore.
- f) All the schedules attached to this Bylaw shall form a part of this Bylaw.
- g) This Bylaw does not apply to the Town in respect of Animals used by or on behalf of the Town for the purpose of land management, including weed control, on Town owned lands

3. LICENSING REQUIREMENTS

DOG LICENSING

- a) No person shall own or keep any Dog within the Town unless such Dog is licensed as provided in this Bylaw.
- b) The holder of a Dog license must be eighteen (18) years of age
- c) The Owner of a Dog shall ensure that his Dog wears the current licence purchased for that Dog, when the Dog is off the property of the Owner.

- d) The Owner of a Dog shall obtain a one year temporary licence for such Dog at such times, and apply for a permanent license one year from the date of the temporary license in the manner as specified in section 3 of this bylaw.
- e) The Owner of a Dog shall:
 - i) Subject to the provisions of section 3(5)(c) obtain a licence for such Dog on the first day on which the Calmar Town Office is open for business after the Dog becomes three months of age;
 - ii) Obtain a licence on the first day on which the Calmar Town Office is open for business after he becomes Owner of the Dog;
 - iii) Obtain a licence for a Dog notwithstanding that it is under the age of three months, where the Dog is found Running at Large;
 - iv) Obtain an annual licence for the Dog on the day specified by the Town manager or designate each year.

CAT LICENSING

- f) No person shall own or keep any Cat within the Town unless such Cat is licensed as provided in this Bylaw.
- g) The holder of a Cat license must be eighteen (18) years of age.)
- h)
 - i) The Owner of a Cat shall ensure that his Cat wears the current licence purchased for that Cat, when the Cat is off the property of the Owner.
 - ii) Notwithstanding section 3(3)(a), every Owner shall ensure that a Cat that is wearing the current licence purchased for that Cat bears a visible tattoo or identifiable microchip.
- i) The Owner of a Cat shall obtain a one-year temporary licence for such Dog at such times and apply for a permanent license one year from the date of the temporary license in the manner as specified in section 3 of this bylaw.
- j) The Owner of a Cat shall:
 - i) Subject to the provisions of section 3(5)(c) obtain a licence for such Cat on the first day on which the Calmar Town Office is open for business after the Cat becomes three months of age;
 - ii) Obtain a licence on the first day on which the Calmar Town Office is open for business after he becomes Owner of the Cat;
 - iii) Obtain a licence for a Cat notwithstanding that it is under the age of three months, where the Cat is found Running at Large;
 - iv) Obtain an annual licence for the Cat on the day specified by the Town Manager or designate each year.

VICIOUS CAT OR DOG LICENSING

- k) No person shall own or keep any Vicious Cat or Dog within the Town unless such Cat or Dog is licensed as provided in this Bylaw.
- l) The holder of a vicious Cat or Dog license must be eighteen (18) years of age
- m) The Owner of a Vicious Cat or Dog shall ensure that his Cat or Dog wears the current licence purchased for that Cat or Dog, when the Cat or Dog is off the property of the Owner.
- n) The Owner of a Vicious Cat or Dog shall obtain a one year temporary licence for such Dog at such times, and apply for a permanent license one year from the date of the temporary license in the manner as specified in section 3 of this bylaw.

- o) The Owner of a Vicious Cat or Dog shall:
 - i) Subject to the provisions of subsection 3(10)(c) obtain a licence for such Vicious Cat or Dog on the first day on which the Calmar Town Office is open for business after the Cat or Dog has been declared as vicious;
 - ii) Obtain a licence on the first day on which the Cat or Dog Services Centre is open for business after he becomes Owner of the Vicious Cat or Dog;
 - iii) Obtain an annual licence for the Vicious Cat or Dog on the day specified by the Town Manager or designate each year.

LICENSING INFORMATION

- p) When applying for a licence under this Bylaw, the Owner shall provide the following:
 - i) A description of the Cat, Dog, or Vicious Cat or Dog including breed, name, gender and age;
 - ii) The name, address and telephone number of the Owner;
 - iii) Where the Owner is a corporate body, the name, address and telephone number of the natural person responsible for the Cat, Dog, or Vicious Cat or Dog;
 - iv) Information establishing that the Cat, Dog, or Vicious Cat or Dog, is neutered or spayed;
 - v) Any other information as a Bylaw Enforcement Officer may require; and
 - vi) The annual licence fee for each Cat, Dog, Vicious Cat or Dog or Nuisance Cat or Dog, as set out in the Fees and Charges Bylaw.
- q) No person shall give false information when applying for a licence pursuant to this Bylaw.
- r) An Owner shall forthwith notify the Calmar Town Office of any change with respect to any information provided in an application for a licence under this Bylaw.

4. REPLACEMENT OF LOST LICENCE

Upon losing a licence, an Owner of a licensed Cat or Dog shall present the receipt for payment of the current year's licence fee to a Bylaw Enforcement Officer, who will issue a new tag to the Owner for the fee set out in the Fees and Charges Bylaw.

5. NON-TRANSFERABLE

A licence issued pursuant to this Bylaw is not transferable.

6. NO REBATE

No person shall be entitled to a licence rebate under this Bylaw.

7. UNCERTIFIED CHEQUES

- a) Where a licence required pursuant to this Section has been paid for by the tender of an uncertified cheque the licence:
 - i) is issued subject to the cheque being accepted and cashed by the bank without any mention of this condition being made on the licence; and
 - ii) is automatically revoked if the cheque is not accepted and cashed by the bank on which it is issued.

8. HANDICAPPED OWNERS

Notwithstanding Section 3, where the Director, Town of Calmar Manager, or person(s) delegated by the Town Manager, is satisfied that a person who is handicapped is the Owner of a Dog trained and used to assist such handicapped person, there shall be no fee payable by the Owner for a licence under subsections 3(11)(f).

9. RESPONSIBILITIES OF OWNERS OF CATS OR DOGS RUNNING AT LARGE

The Owner of a Cat or Dog shall ensure that such Cat or Dog is not running at Large.

10. DOGS IN OFF LEASH AREAS

- a) Notwithstanding Section 12, an Owner of a Dog is not required to have the Dog on a Leash in a Park or portion of a Park which has been designated as an "off Leash area" by the Director, Calmar Public Works.
- b) The Owner of a Dog in an "off Leash area" shall ensure that such Dog is under control at all times.
- c) A Bylaw Enforcement Officer may:
 - i) Order that a Dog be put on a Leash; and
 - ii) Order that a Dog be removed from an off Leash area.
- d) Whether a Dog is under control is a question of fact to be determined by a Court hearing a prosecution pursuant to this Section of the Bylaw, having taken into consideration any or all of the following:
 - i) Whether the Dog is at such a distance from its Owner so as to be incapable of responding to voice, sound or sight commands;
 - ii) Whether the Dog has responded to voice, sound or sight commands from the Owner;
 - iii) Whether the Dog has Bitten, Attacked, or done any act that injures a person or another Cat or Dog;
 - iv) Whether the Dog chased or otherwise threatened a person;
 - v) Whether the Dog caused damage to property.
- e) An Owner who fails to immediately restrain and remove the Dog upon it engaging in any of the activities listed in Section 11/12, by restraining the Dog on a Leash not exceeding two (2) metres in length and removing the Dog from the off Leash area, is guilty of an offence.
- f) Nothing in this Section relieves a person from complying with any other provisions of this Bylaw.

11. CAT OR DOGS PROHIBITED IN OFF-LEASH AREAS

- a) No Owner of a Vicious Cat or Dog shall permit the Cat or Dog to be in an off-Leash area at any time.
- b) No person shall allow an animal other than a Dog to enter into or remain in an area that has been designated by the Director, Calmar Public Works as an "off Leash area".

12. DOGS IN PROHIBITED AREAS

- a) The Owner of a Dog shall ensure that such Dog does not enter or remain in or on:
 - i) a School Ground, Playground, Sports Field, Golf Course, Cemetery, Wading or Swimming Area, or a Pathway; or
 - ii) any other area where Dogs are prohibited by posted signs.
- b) The Owner of a Dog shall ensure that such Dog does not enter or remain in a Park, or any part thereof, where the Dog is within five (5) meters of a Play Structure, a Wading Pool or Swimming Area, a Sports Field, a Golf Course or a Cemetery.

- c) The Owner of a Dog shall ensure that such Dog does not enter or remain in a Park or any part of a Park or on a Pathway which has been designated by the Director, Calmar Public Works, as an area where Dogs are prohibited.
- d) Notwithstanding subsection 15(1) or 15(2), the Owner of a Dog may allow such Dog to pass along or across a Pathway, including a Pathway that runs through an area designated as an off-Leash area, only if such Dog:
 - i) Is secured by a Leash of no greater length than two (2) metres;
 - ii) Remains on the right-hand side of the Pathway at all times unless moving around other Pathway users; and
 - iii) Remains under the Owner's control at all times ensuring that the Dog does not interfere with or obstruct any other Pathway user.
- e) Dogs Shall Not Obstruct Pathway
- f) Notwithstanding subsection 12(4)(a), in an off-Leash area that has been designated by the Director, Calmar Public Works, pursuant to section 10 of this Bylaw, as an area where Dogs are not required to be Leashed on Pathways, every Owner of a Dog shall ensure that such Dog does not sit or stand on a Pathway or otherwise obstruct or interfere with users of the Pathway.

13. **SWIMMING IN PARKS PROHIBITED**

The Owner of a Cat or Dog shall ensure that such Cat or Dog does not enter or swim in any body of water within a Park, unless specifically allowed by the Director, Calmar Public Works.

14. **UNATTENDED CAT OR DOGS**

- a) The Owner of a Cat or Dog shall ensure that such Cat or Dog shall not be left unattended while tethered or tied on premises where the public has access, whether the access is express or implied.
- b) The Owner of a Cat or Dog shall ensure that such Cat or Dog shall not be left unsupervised while tethered or tied on private property.
- c) The Owner of a Cat or Dog left unattended in a motor vehicle shall ensure:
 - i) The Cat or Dog is restrained in a manner that prevents contact between the Cat or Dog and any member of the public; and
 - ii) The Cat or Dog has suitable ventilation.
- d) The Owner of a Cat or Dog shall not leave a Cat or Dog unattended in a motor vehicle if the weather conditions are not suitable for containment of a Cat or Dog.

15. **CYCLING WITH CAT OR DOGS**

- a) When operating a bicycle or wheeled conveyance on a Pathway, no Person shall do so with any Cat or Dog on a Leash.
- b) Subsection 19(1) shall not apply to persons operating a device designed for persons with disabilities.

16. **SECURING CAT OR DOGS IN VEHICLES**

- a) No person shall allow a Cat or Dog to be outside of the passenger cab of a motor vehicle on a roadway, regardless of whether the motor vehicle is moving or parked.
- b) Notwithstanding subsection 20(1), a person may allow a Cat or Dog to be outside the passenger cab of a motor vehicle, including riding in the back of a pick-up truck or flatbed truck if the Cat or Dog is:
 - i) In a fully enclosed trailer;
 - ii) In a topper enclosing the bed area of a truck;

- iii) Contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
 - iv) Securely tethered in such a manner that it is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation, and cannot reach beyond the outside edges of the vehicle.
- c) For the purpose of this Section, "roadway" means any street or highway, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or Parking of vehicles.
 - d) The Owner of a vehicle involved in an offence referred to in this Section is guilty of the offence, unless that vehicle Owner satisfies the Court that the vehicle was:
 - i) Not being driven or was not parked by the Owner; and
 - ii) That the person driving or parking the vehicle at the time of the offence did so without the vehicle Owner's express or implied consent.

17. CAT OR DOGS SUSPECTED OF HAVING COMMUNICABLE DISEASES

- a) An Owner of a Cat or Dog suspected of having rabies shall immediately report the matter to The Canadian Food Inspection Agency and to the Town Manager, Calmar Town Office.
- b) An Owner of a Cat or Dog suspected of having rabies shall confine or isolate the Cat or Dog, in such a manner as prescribed so as to prevent further spread of the disease.
- c) An Owner of a Cat or Dog suspected of having rabies shall keep the Cat or Dog confined for not less than ten (10) days at the cost of the Owner.
- d) An Owner of a Cat or Dog that does not comply with the provisions of Section 17 shall be subject to a penalty as provided for in Section 44 of this Bylaw for each consecutive demand made by the Bylaw Enforcement Officer.
- e) In the event of an outbreak, or threatened outbreak a communicable disease affecting Cats or Dogs, which may be transmitted to human beings, Council may by resolution, order and direct that all Cats or Dogs be confined entirely to the owner's premises.
- f) When an Cat or Dog under quarantine has been diagnosed as rabid or suspected by a licensed veterinarian as being affected by a communicable disease and dies while under observation, a Peace Officer shall immediately send the complete body of such Cat or Dog to the appropriate health department for pathological examination and shall notify the Medical Officer of Health for the Town of reports of human contact, and the diagnosis made of suspected Cat or Dog.
- g) During such period of a communicable disease quarantine as herein mentioned, every Cat or Dog bitten by a Cat or Dog adjudged to be affected by said disease, shall forthwith be humanely euthanized, or at the Owner's expense an option shall be treat for the disease infection by a licensed veterinarian or held under quarantine by the Owner in the same manner as other Cats or Dogs are in quarantine.
- h) Except as herein provided, no person shall kill, or cause to be killed, any Cat or Dog, suspected of being exposed to a communicable disease or any Cat or Dog which has bitten a human, nor remove the same from the Town limits without written permission from a Peace Officer.
- i) The carcass of any dead Cat or Dog exposed to a communicable disease shall upon demand, be surrendered to a Peace Officer.
- j) A Peace Officer shall direct the disposition of any Cat or Dog found to be infected with a communicable disease.

18. NUISANCES REMOVING EXCREMENT

- a) Owner, the Owner shall remove such feces immediately.

- b) If a Cat or Dog is on any public or private property other than the property of its Owner, the Owner shall have in his possession a suitable means of facilitating the removal of the Cat or Dog's feces.

19. NOISE

- a) The Owner of a Cat or Dog shall ensure that such Cat or Dog shall not bark, howl, or otherwise make or cause a noise or noises which disturbs any person.
- b) Whether any sound annoys or disturbs a Person, or otherwise constitutes objectionable noise, is a question of fact to be determined by the Town Peace Officer, The Town Manager or person(s) delegated by the Town Manager.

20. SCATTERING GARBAGE

The Owner of a Cat or Dog shall ensure that such Cat or Dog shall not upset any waste receptacles or scatter the contents thereof either in or about a street, lane, or other public property or in or about premises not belonging to or in the possession of the Owner of the Cat or Dog.

21. THREATENING BEHAVIOURS

The Owner of a Cat or Dog shall ensure that such Cat or Dog shall not:

- a) Bite, bark at, or chase stock, Cat or Dogs, bicycles, automobiles, or other vehicles;
- b) Chase or otherwise threaten a person or persons, whether on the property of the Owner or not, unless the person chased or threatened is a trespasser on the property of the Owner;
- c) Cause damage to property or other Cats or Dogs, whether on the property of the Owner or not;
- d) Do any act that injures a person or persons whether on the property of the Owner or not;
- e) Bite a person or persons, whether on the property of the Owner or not;
- f) Attack a person or persons, whether on the property of the Owner or not;
- g) Attack a person or persons, whether on the property of the Owner or not, causing severe physical injury; or
- h) Cause death to another Cat or Dog.
- i) No Owner shall use or direct a Cat or Dog to attack, chase, harass or threaten a person or Cat or Dog.

22. VICIOUS CAT OR DOGS

HEARINGS AND ORDERS

- a) The Owner of a Cat or Dog alleged to be a Vicious Cat or Dog shall be provided Notice of a Hearing for determination by the Provincial Court ten (10) clear days before the date of the Hearing.
- b) The Owner of a Cat or Dog alleged to be a Vicious Cat or Dog shall surrender the Cat or Dog to Town of Calmar Town Manager, Peace Officer or Town Designate, where the Cat or Dog shall be held pending the outcome of the Hearing and any Appeals..
- c) Upon hearing the evidence, the Justice shall make an order in a summary way declaring the Cat or Dog as a Vicious Cat or Dog if in the opinion of the Justice:
 - i) the Cat or Dog has caused severe physical injury to a person, whether on public or private property; or
 - ii) the Cat or Dog has, while off its Owner's property, caused the death of a Cat or Dog.

- d) Upon hearing the evidence, the Justice may make an order declaring the Cat or Dog as a Vicious Cat or Dog or ordering the Cat or Dog destroyed, or both, if in the opinion of the Justice the Cat or Dog is likely to cause serious damage or injury, taking into account the following factors:
 - i) whether the Cat or Dog has chased any person or Cat or Dog;
 - ii) whether the Cat or Dog has attempted to bite, or has bitten any person or Cat or Dog;
 - iii) whether the Cat or Dog has Wounded, Attacked or Injured any person or Cat or Dog;
 - iv) the circumstances surrounding any previous Biting, Attacking, or Wounding incidents; and
 - v) whether the Cat or Dog, when unprovoked, has shown a tendency to pursue, chase or approach in a menacing fashion, persons upon the street, sidewalk or any public or private property.
- e) The order of a Justice declaring a Cat or Dog vicious shall embody all of the requirements of this bylaw. A Vicious Cat or Dog order pursuant to this Bylaw continues to apply if the Cat or Dog is sold, given or transferred to a new Owner.
- f) A Vicious Cat or Dog order pursuant to this Bylaw continues to apply if the Cat or Dog is sold, given or transferred to a new Owner.

23. REGULATIONS

Prior to a license being issued, the Owner of a Vicious Cat or Dog shall within ten (10) days after the Cat or Dog has been declared vicious:

- a) Have a licensed veterinarian tattoo or implant an electronic identification microchip in the Cat or Dog;
- b) Provide the information contained on the tattoo or in the microchip to the Town Manager, Town Peace Officer, or Town Designate; and
- c) If the Cat or Dog is in an unaltered state, have the Cat or Dog neutered or spayed.
- d) The Owner of a Vicious Cat or Dog shall:
 - i) Notify the Town Manager, Town Peace Officer, or Town Designate should the Cat or Dog be sold, gifted, or transferred to another person or die;
 - ii) Remain liable for the actions of the Cat or Dog until formal notification of sale, gift or transfer is given to the Town Manager, Town Peace Officer, or Town Designate
- e) The Owner of a Vicious Cat or Dog shall ensure that such Cat or Dog does not:
 - i) Chase a person or other Cats or Dogs;
 - ii) Injure a person or other Cats or Dogs;
 - iii) Bite a person or other Cats or Dogs; or
 - iv) Attack a person or other Cats or Dogs.
- f) The Owner of a Vicious Cat or Dog shall ensure that such Cat or Dog does not damage or destroy public or private property.
- g) The Owner of a Vicious Cat or Dog shall ensure that such Cat or Dog is not Running at Large.
- h) The Owner of a Vicious Cat or Dog shall notify the Calmar Town Office if the Cat or Dog is Running at Large.

- i) The Owner of a Vicious Cat or Dog shall ensure that when such Cat or Dog is on the property of the Owner such Cat or Dog is:
 - i) Confined indoors and under the control of a person over the age of eighteen (18) years;
 - ii) When such Cat or Dog is outdoors such Cat or Dog is:
 - 1.) In a locked pen or other structure, constructed pursuant to Section 22 in order to prevent the escape of the Vicious Cat or Dog and capable of preventing the entry of any person not in control of the Cat or Dog; or
 - 1.1) Securely Muzzled, and under the control of a person over the age of eighteen (18) years by means of a Leash not exceeding one (1) metre in length in a manner that prevents it from chasing, injuring or biting other Cats or Dogs or humans as well as preventing damage to public or private property.
- j) The Owner of a Vicious Cat or Dog shall ensure that at all times, when off the property of the Owner, such Cat or Dog is securely:
 - i) Muzzled; and
 - ii) Harnessed or Leashed on a lead which length shall not exceed one (1) metre in a manner that prevents it from chasing, injuring or biting other Cats or Dogs or humans as well as preventing damage to public or private property; and
 - iii) Under the control of a person over the age of eighteen (18) years.
- k) The Owner of a Vicious Cat or Dog shall ensure that the locked pen or other structure:
 - i) Shall have secure sides and a secure top, and if it has no bottom secured to the sides, the sides must be embedded in the ground to a minimum depth of thirty (30) centimeters;
 - ii) Shall provide the Vicious Cat or Dog with shelter from the elements;
 - iii) Shall be of the minimum dimensions of one and one-half (1.5) metres by three (3) metres and be a minimum one and one-half (1.5) metres in height; and
 - iv) Shall not be within one (1) metre of the property line or within five (5) metres of a neighbouring dwelling unit.
- l) The Owner of a Vicious Cat or Dog shall, within 10 days of the date of the order declaring the Cat or Dog to be vicious, display a sign on his premises warning of the presence of the Cat or Dog in the form illustrated in Schedule "D".
- m) A sign required by this bylaw shall be placed at each entrance to the premises where the Cat or Dog is kept and on the pen or other structure in which the Cat or Dog is confined.
- n) A sign required by this bylaw shall be posted to be clearly visible and capable of being seen by any person accessing the premises.

24. NUISANCE CATS OR DOGS

- a) The Town Manager or Town Peace Officer, may declare a Cat or Dog to be a Nuisance Cat or Dog.
- b) The declaration of a Cat or Dog as a Nuisance Cat or Dog shall be reviewed annually by the Town Manager or the Town Peace Officer.

25. CAT OR DOG CONTROL OPERATIONS SEIZURE

- a) A Bylaw Enforcement Officer or a Peace Officer may capture and impound any Cat or Dog or Vicious Cat or Dog:
 - i) Found Running at Large;
 - ii) Which has bitten, or is alleged to have bitten a person or Cat or Dog, pending the outcome of an application to declare the Cat or Dog to be a Vicious Cat or Dog or to destroy the Cat or Dog; or
 - iii) Which is required to be impounded pursuant to the provisions of any Statute of Canada or of the Province of Alberta, or any Regulation made thereunder.
- b) A Bylaw Enforcement Officer or a Peace Officer may capture and impound any cat Running at Large with respect to which a complaint under this Bylaw has been made.
- c) Notwithstanding Section 25, Subsection 2, a warning will be issued every licensing period.

26. NOTIFICATION

- a) A person who takes control of any stray Dog or Cat, or Vicious Cat or Dog, shall forthwith notify the Town Manager or a Bylaw Enforcement Officer and provide any required information.
- b) A person who takes control of any stray Dog or Cat, or Vicious Cat or Dog shall forthwith surrender the Cat or Dog to the Town Pound or a Bylaw Enforcement Officer.
- c) If a Bylaw Enforcement Officer knows or can ascertain the name of the Owner of any impounded Cat or Dog, he shall serve the Owner with a copy of the Notice in Schedule "A" of this Bylaw, either personally or by leaving it, or by mailing it to the last known address of the Owner.
- d) An Owner of a Cat or Dog to whom a Notice is mailed pursuant to section 26 is deemed to have received a Notice within forty-eight (48) hours from the time it is mailed.

27. OBSTRUCTION AND INTERFERENCE

- a) No person, whether or not that person is the Owner of a Cat or Dog or Vicious Cat or Dog which is being or has been pursued or captured shall:
 - i) Interfere with or attempt to obstruct a Bylaw Enforcement Officer or a Peace Officer who is attempting to capture or who has captured a Cat or Dog which is subject to impoundment or seizure;
 - ii) Open the vehicle in which Cat or Dogs have been captured for impoundment or seizure;
 - iii) Remove, or attempt to remove any Cat or Dog from the possession of a Bylaw Enforcement Officer or a Peace Officer.
- b) No person shall:
 - i) Untie, loosen or otherwise free a Cat or Dog which has been tied or otherwise restrained;
 - ii) Negligently or willfully open a gate, door or other opening in a fence or enclosure in which a Cat or Dog has been confined and thereby allow an Cat or Dog to run at large in the town;
 - iii) Entice a Cat or Dog to run at large;
 - iv) Tease a Cat or Dog caught in an enclosed space;
 - v) Throw or poke any object into an enclosed space when a Cat or Dog is caught or confined therein.

- c). Section 39 shall not apply to a Bylaw Enforcement Officer or a Peace Officer who is attempting to capture or who has captured a Cat or Dog which is subject to impoundment or seizure pursuant to this Bylaw.

28. RECLAIMING

- a) The Owner of any impounded Cat or Dog or Vicious Cat or Dog may reclaim the Cat or Dog or Vicious Cat or Dog by:
 - i) paying to a Bylaw Enforcement Officer the costs of impoundment as set out in Fees and Charges Bylaw; and
 - ii) where a licence is required under this Bylaw, obtaining the licence for such Cat or Dog or Vicious Cat or Dog.
- b) Where a Cat or Dog or Vicious Cat or Dog is claimed, the Owner shall provide proof of Ownership of the Cat or Dog.

29. INSPECTIONS

- a) Subject to the entry notice provisions of the Municipal Government Act, R.S.A. 2000 c.M-26, a designated officer of the Town, bearing proper identification, may enter a premises to conduct an inspection in order to determine whether or not this Bylaw or an order issued pursuant to this Bylaw is being complied with.

No person shall interfere with or attempt to obstruct a Bylaw Enforcement Officer or a Peace Officer who is attempting to conduct an inspection pursuant to Section 43.

- b) The Town Manager or Town Peace Officer may:
 - i) Receive Cat or Dogs into protective care pursuant to fire, flood, or other reasons;
 - ii) Retain the Cat or Dogs temporarily;
 - iii) Charge the Owner fees pursuant to the Fees and Charges Bylaw for costs of impoundment; and
 - iv) At the end of the protective care period, if no other arrangements are made between the Owner and Town Manager or Town Peace Officer, treat such Cat or Dogs as impounded Cat or Dogs.
- c) The Town Manager or Town Peace Officer, may offer for sale, euthanize, or otherwise dispose of all unclaimed Cats or Dogs which have been received at the Town Pound.
- d) The Town Manager or Town Peace Officer, shall not sell, euthanize, or otherwise dispose of an impounded Cat or Dog or Vicious Cat or Dog until a Cat or Dog is retained in the Town Pound for:
 - i) Seven (7) days after the Owner has received notice or is deemed by Section 26(4) to have received notice that the Cat or Dog is in the Town Pound; or
 - ii) seventy-two (72) hours, if the name and address of the Owner is not known.
 - iii) The Town Manager or Town Peace Officer, may retain a Cat or Dog for a longer period if in his opinion the circumstances warrant the expense or he has reasonable grounds to believe that the Cat or Dog is a continued danger to persons, Cat or Dogs, or property.

30. REQUIRE SPAY/NEUTER

The Town Manager or Town Peace Officer may, before selling an unclaimed Cat or Dog, require that the Cat or Dog be spayed or neutered.

31. FEE FOR EUTHANIZING

When the Town Manager or Town Peace Officer agrees to euthanize a Cat or Dog the Owner shall pay to the Town Peace Officer or designate, a fee as set out in the Fees and Charges Bylaw.

32. FULL RIGHT AND TITLE

The purchaser of a Cat or Dog from the Town of Calmar pursuant to the provisions of this Bylaw shall obtain full right and title to it and the right and title of the Former Owner of the Cat or Dog shall cease thereupon.

33. OFFENCES AND PENALTIES LICENSED OWNER

If a Cat or Dog is involved in a contravention of this Bylaw, the Owner of that Cat or Dog is guilty of an offence.

34. GENERAL PENALTY PROVISIONS

- a) Every Owner of a Cat or Dog who contravenes any of the provisions of this Bylaw by:
 - i) Doing any act or thing which the person is prohibited from doing, or
 - ii) Failing to do any act or thing the person is required to do, is guilty of an offence.
- b) Any person who is convicted of an offence pursuant to this Bylaw is liable on summary conviction to a fine not exceeding \$10,000.00, and in default of payment of any fine imposed, to imprisonment for not more than six (6) months.

35. VIOLATION TICKETS AND PENALTIES

- a) Where a Bylaw Enforcement Officer or a Peace Officer believes that a person has contravened any provision of this Bylaw, he may commence proceedings by issuing a summons by means of a violation ticket in accordance with Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c.P-34.
- b) The specified penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in Schedule "B" of this Bylaw in respect of that provision.
- c) The minimum penalty payable in respect of a contravention of a provision of this Bylaw is the amount shown in Schedule "B" of this Bylaw in respect of that provision.
- d) Notwithstanding subsection 50(2):
 - i) Where any person has been convicted of a contravention of the same provision of this Bylaw twice within one twelve month period, the specified penalty payable in respect of the second conviction is double the amount shown in Schedule "B" of this Bylaw in respect of that provision.
 - ii) Where any person has been convicted of a contravention of the same provision of this Bylaw three or more times within one twelve month period, the specified penalty payable in respect of the third or subsequent conviction is triple the amount shown in Schedule "B" of this Bylaw in respect of that provision.
- e) Notwithstanding subsection 44(3):
 - i) Where any person has been convicted of a contravention of the same provision of this Bylaw twice within one twelve month period, the minimum penalty payable in respect of the second conviction is double the amount shown in Schedule "B" of this Bylaw in respect of that provision, and

- ii) Where any person has been convicted of a contravention of the same provision of this Bylaw three or more times within one twelve month period, the minimum penalty payable in respect of the third or subsequent conviction is triple the amount shown in Schedule "B" of this Bylaw in respect of that provision.
- f) Notwithstanding Subsections 44(2) and 44(4), if a Cat or Dog has been declared to be a Nuisance Cat or Dog, and where, subsequent to the declaration, any person is convicted of a contravention of any provision of this Bylaw in respect of that Cat or Dog, the specified penalty payable in respect of the conviction is double the amount shown in Schedule "B" of this Bylaw in respect of that provision.
- g) Notwithstanding Subsections 44(3) and 44(5), if an Cat or Dog has been declared to be a Nuisance Cat or Dog, and where, subsequent to the declaration, any person is convicted of a contravention of any provision of this Bylaw in respect of that Cat or Dog, the minimum penalty payable in respect of the conviction is double the amount shown in Schedule "B" of this Bylaw in respect of that provision.

36. VICIOUS CAT OR DOG FINES

- a) Subsections 44(2), (3), (4) and (5) do not apply to Vicious Cats or Dogs.
- b) The minimum fines on summary conviction in respect to a contravention of this Bylaw with respect to Vicious Cats or Dogs shall be the same amounts as shown in Schedule "C" regarding Vicious Cats or Dogs.

37. CONTINUING OFFENCES

In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which the offence continues and any person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

38. MANDATORY COURT OR INFORMATION

This Section shall not prevent any Officer from issuing a violation ticket requiring the court appearance of the defendant, pursuant to the provisions of the Provincial Offences Procedure Act, R.S.A. 2000, c.P-34, or from laying an information instead of issuing a violation ticket.

39. LIABILITY FOR FEES

The levying and payment of any fine or the imprisonment for any period provided in this Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs from which he is liable under the provisions of this Bylaw.

40. ORDERS BY A JUSTICE

- a) A Justice, after convicting an Owner of an offence under this Bylaw may, if the Justice considers the offence sufficiently serious, direct, order, or declare one or more of the following:
 - i) That the Owner prevent the Cat or Dog from doing mischief or causing the disturbance or nuisance complained of;
 - ii) That the Cat or Dog is a Vicious Cat or Dog;
 - iii) That the Cat or Dog be destroyed; or
 - iv) That the Owner be prohibited from owning any Cat or Dog for a specified period of time.

41. PROOF OF LICENCE

- a) The onus of proving a person has a valid and subsisting licence is on the person alleging the licence.
- b) The onus of proving the age of a Cat or Dog is on the person alleging the age.

42. CERTIFIED COPY OF RECORDS

A copy of a record of the Town, certified by the Town Manager or Town Peace Officer, as a true copy of the original, shall be admitted in evidence as prima facie proof of the facts stated in the record without proof of the appointment or signature of the person signing it.

43. VALIDITY OF EXISTING LICENCES

An existing licence issued under 2018-11, the Cat or Dog Control Bylaw, remains valid until the term of such licence expires.

44. PENALTIES AND ENFORCEMENT

- a) Any person violating a provision of this Bylaw is liable to the specified penalty set out in schedule "B", herein or on summary conviction to a fine not exceeding Two Thousand Dollars (\$2000.00) and/or imprisonment for not more than six (6) months.
- b) It is the intention of the Town Council that each separate provision of this Bylaw shall be deemed independent of all other provisions, and it is further the intention of the Town Council that if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.
- c) A Peace Officer is hereby authorized to issue a Municipal Violation Tag or a Violation Ticket with a specified penalty pursuant to the Provincial Offences Procedure Act, S.A. 1997, c. P-21.5, as amended, and regulations thereunder, for any contravention made under this Bylaw.
- d) Nothing in this Bylaw shall prevent a Peace Officer from immediately laying an information or issuing a Violation Ticket for the mandatory Court appearance of any person who contravenes any provision of this Bylaw.

45. EFFECTIVE DATE

This Bylaw comes into force on the day it is given final reading and further that Bylaw # 2020-18 is rescinded.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

SCHEDULE "A"

FORM OF NOTICE OF CAT OR DOG SEIZURE

You are hereby notified that a Cat or Dog bearing License No. _____ for 20____ registered under the above name and address, was impounded on _____, A.D. 20__ pursuant to the provisions of Bylaw No. _____ of the Town of Calmar, and that, unless the said Cat or Dog is claimed and all impoundment charges are paid, on or before _____, 20____, the said Cat or Dog will be sold, destroyed or otherwise disposed of pursuant to the said Bylaw.

SCHEDULE "B"

OFFENCE PENALTIES

SECTION OFFENCE MINIMUM PENALTY SPECIFIED PENALTY

- 3(a) Unlicensed Dog \$ 100.00
- 3(c) Dog not wearing licence \$ 50.00
- 3(h)(i) Unlicensed Cat \$ 250.00
- 3(h)(ii) Cat not wearing licence or identification \$ 200.00
- 3(q) Give false information when applying for licence \$ 300.00
- 9 Dog running at Large \$ 100.00
- 9 Cat running at large \$ 200.00
- 10(b) Dog not under control at off Leash area \$ 100.00
- 10(d) Fail to restrain/remove Dog from off Leash area \$ 200.00
- 14(b) Species other than Cat or Dog in off Leash area \$ 500.00
- 12(a)(b)(c) Dog in prohibited area \$ 150.00
- 12(d)(i) Dog Leash inappropriate length \$ 100.00
- 12(d)(ii) Dog not on right side of Pathway \$ 50.00
- 12(d)(iii) Dog not under control on Pathway \$ 100.00
- 12(e) Dog obstruct or interfere with use of Pathway \$ 50.00
- 13(a) Cat or Dog in water where prohibited \$ 100.00
- 14(a) Leave Cat or Dog unattended while tethered in a public place \$ 150.00
- 15(a) Cycle with cat or dog on leash \$150.00
- 16(a) Leave Cat or Dog unattended while tethered in a public place \$ 150.00
- 17 fail to comply with Section 17
- 18(a) Fail to remove Cat or Dog feces \$ 2000.00
- 18(b) No suitable means to remove feces \$ 150.00
- 19 Fail to ensure Cat or dog does not make noise \$200.00
- 20 Cat or Dog scatter garbage \$ 100.00
- 21(a) Bite, bark at, or chase stock, Cats or Dogs, bicycles or vehicles \$ 200.00
- 21(b) Chase or threaten a person \$ 200.00
- 21(c) Cause damage to property or other Cat or Dog \$ 200.00
- 21(d) Cat or Dog injure a person \$ 300.00
- 21(e) Cat or Dog Bite a person \$ 350.00
- 21(f) Cat or Dog Attack a person \$ 750.00
- 21(g) Cat or Dog Attack a person causing Severe Injury \$1,500.00

- 21(h) Cause death to Cat or Dog \$1,000.00
- 21(i) Direct Cat or Dog to attack, chase, harass or threaten a person or Cat or Dog \$ 500.00
- 22 Fail to comply with section 22 \$1000.00
- 17(b) Leave Cat or Dog unsupervised while tethered on private property \$ 50.00
- 19 Dog on Leash while operating wheeled conveyance on Pathway \$ 50.00
- 20(a) Cat or Dog outside cab of vehicle \$ 100.00
- 21(a) Fail to report suspected case of rabies \$ 500.00
- 21(b) Fail to confine Cat or Dog suspected of having rabies \$ 500.00
- 21(c) Fail to confine Cat or Dog suspected of having rabies for 10 days \$ 500.00
- 23(a) Cat or Dog disturbing the peace \$ 100.00
- 26(a) Horse in prohibited area \$ 100.00
- 27 Keep Livestock in prohibited area \$ 200.00
- 39(a)(i) Obstruct or interfere with officer \$ 500.00
- 39(a)(ii) Open van or vehicle \$ 500.00
- 39(a)(iii) Remove or attempt to remove impounded Cat or Dog \$ 500.00
- 39(b)(i) Untie, loosen, or free restrained Cat or Dog \$ 200.00
- 39(b)(ii) Open gate, door or opening allowing Cat or Dog to run at large \$ 200.00
- 39(b)(iii) Entice a Cat or Dog to run at large \$ 250.00
- 39(b)(iv) Tease a Cat or Dog in an enclosure \$ 200.00
- 39(b)(ev) Throw or poke at Cat or Dog in an enclosure \$ 200.00

SCHEDULE "C"

VICIOUS CAT OR DOG PENALTIES

SECTION OFFENCE MINIMUM PENALTY SPECIFIED PENALTY

- 5(a) Unlicensed Vicious Cat or Dog \$ 500.00
- 5(b) Vicious Cat or Dog not wearing licence \$ 200
- 14(a) Vicious Cat or Dog in off Leash area \$ 1,500.00
- 23(a) Fail to tattoo or implant Vicious Cat or Dog with microchip \$1,500.00
- 23(b) Fail to provide tattoo / information to town \$500.00
- 23(c) Fail to spay neuter cat or dog \$1500.00
- 23(d)(i) Fail to notify Cat or Dog Services Centre of sale, gift, transfer or death of Vicious Cat or Dog \$250.00
- 23(e)(i) Vicious Cat or Dog – Chase, injure, Bite or Attack a person or Cat or Dog \$2000.00
- 23(e)(ii) Vicious Cat or Dog injure person or other cat or dogs \$2500.00
- 23(e)(iii) Bite person or other cat or dog \$2000.00
- 23(e)(iv) Attack a person or other cat or dog \$2000.00
- 23(f) vicious Cat or Dog destroy property \$500.00
- 23(g) Vicious Cat or Dog – Running at Large \$1,500.00
- 23(h) Fail to notify town vicious cat or dog running at large \$1000.00
- 23(i)(i) Fail to keep Vicious Cat or Dog confined indoors and under control of an adult person \$1,500.00
- 23(i)(ii)(1.) Fail to keep a Vicious Cat or Dog confined \$1,500.00
- 23(i)(ii)(1.1.), or 23(j) Fail to keep a Vicious Cat or Dog Muzzled, harnessed or Leashed properly \$1,500.00
- 23(k) Improper pen or structure for Vicious Cat or Dog \$1,500.00
- 23(l) Fail to post Vicious Cat or Dog sign \$1,000.00 \$1,500.

SCHEDULE "D"

VICIOUS ANIMAL SIGN

Form required for a Vicious Animal sign pursuant to the Bylaw, similar to below.



TOWN OF CALMAR
BYLAW #2023-09

A BYLAW OF THE TOWN OF CALMR, IN THE PROVINCE OF ALBERTA, TO ESTABLISH CONSEQUENCES FOR A FIRE DEPARTMENT RESPONDING TO FALSE ALARMS.

WHEREAS, pursuant to Section 7 of the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended, a Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS, false alarms requiring unnecessary emergency responses pose a threat to the safety of Fire Department personnel and the public by creating unnecessary hazards and delaying attendance at genuine emergencies, and result in considerable unnecessary expense.

AND WHEREAS, the Council of the Town of Calmar considers it desirable and necessary to reduce false alarms.

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

PART 1 – DEFINITIONS AND INTERPRETATION

Bylaw Title

1. This Bylaw shall be known as “The False Alarms Bylaw”.

Definitions

2. In this Bylaw, unless the context otherwise requires:
 - a. “**Alarm System**” means any device which detects an unauthorized entry to, or an Emergency on, a Premises;
 - b. “**Town**” means the municipal corporation of the Town of Calmar and its duly authorized representatives;
 - c. “**Emergency**” includes a situation in which there is imminent danger to public safety or of serious harm to property requiring emergency response services;
 - d. “**False Alarm**” means the activation of an Alarm System which results in a Response when there is:
 - i. no unauthorized entry or attempted entry to a Premises, or
 - ii. no other Emergency on a Premises; and for greater certainty includes the activation of an Alarm System by;
 - iii. testing,
 - iv. mechanical failure, malfunction or faulty equipment,
 - v. inadvertence, mistake, omission or negligence, or
 - vi. atmospheric conditions, vibrations, power failure or communications failure;

- e. **“Premises”** includes lands, buildings and any other structure whatsoever;

- f. **“Response”** means receipt of a call of an activated Alarm System by emergency dispatch, regardless of whether the call results in the attendance at the Premises by the Fire Department or Royal Canadian Mounted Police.

PART II – GENERAL PROVISIONS

- 3. When an Alarm System generates more than one False Alarm within a calendar year, the Town may charge the owner or occupier of the Premises a fee relating to the Response as set out in the Fees and Charges Bylaw.

PART III – TRANSITIONAL

- 4. This Bylaw shall come into force and effect when it receives third reading and is duly signed. Bylaw 2018-15 is hereby rescinded.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

TOWN OF CALMAR

BYLAW #2023-10

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;

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;

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

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 Fees and Charges 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 an adult person who is not a Member, to assist in:
 - 1.) extinguish a fire or preventing the spread thereof;
 - 1.1.) removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
 - 1.1.1.) 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. Charges are indicated within the Fees and Charge Bylaw.
- (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 in 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 2022-12 is rescinded.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

TOWN OF CALMAR

BYLAW #2023-11

BEING A BY-LAW OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, THAT REGULATES THE USE OF WATERWORKS, WASTEWATER AND PLUMBING; AND TO ESTABLISH RATES FOR WATER, WASTEWATER, SOLID WASTE REMOVAL AND RECYCLING SERVICES IN THE TOWN OF CALMAR; AND TO SET FORTH THE TERMS AND CONDITIONS FOR THE COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE, AND THE PROVISION OF RECYCLING SERVICES THROUGHOUT THE MUNICIPALITY.

WHEREAS, under the authority and subject to the provisions of the Municipal Government Act, 2000, Chapter M-26, Revised Statutes of Alberta, as amended (hereinafter the “MGA”);

AND WHEREAS, all water works, wastewater lines, storm sewers, drains and garbage disposal works belonging to the town now laid down or future public works constructed or built shall be under the direct control and management of the Chief Administrative Officer or Designate, subject to the authority of the Town Council.

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

1. **TITLE:**

This bylaw shall be known as the “Water, Wastewater, Solid Waste and Recycling Bylaw”.

2. **DEFINITIONS:**

- a) Department - shall mean the department or departments authorized to have control of water works, wastewater, garbage, and recycling.
- b) Consumer - shall mean the owner of lands and premises therein or on to which any water or wastewater service pipes are installed to service any land or premises therein or on; and to which solid waste removal and recycling services are provided.
- c) Person - shall mean every person, firm, corporation, or owner.
- d) Foreman - shall mean the person with authority to supervise and have charge of the water and wastewater department subject to the powers delegated to him by the Chief Administrative Officer.
- e) Meter - shall mean a mechanical and/or electrical device used to measure the amount of water consumed in either imperial or metric measurement.
- f) Street Mains - shall mean the portion of the water and/or wastewater system laid down in town land or Crown land for the purpose of servicing more than one person.
- g) Wastewater Services - shall mean the line from the collecting street mains to the property line of the land or building being serviced.

3. **WATER WORKS:**

a). TAPPING WATER WORKS:

- i) No person without having first obtained a permit to do so and submitting payment for said permit in accordance with the Fees and Charges Bylaw, shall make connection or communication whatsoever with any of the public pipes or mains. The applicants for said permit shall be totally liable for any damages caused while making such connections and also shall provide adequate safety provisions during said construction.

- ii) No permit shall be issued to any person except a licensed plumber or qualified contractor approved by the town, or an employee of the town.
 - iii). All water service pipe laid in private property between the property line and the water meter shall be of the same material as the service pipe in the street between the water main and the property line, or a material approved by the Town. No connection may be made to the water service pipe between the property line and the meter.
- b) CROSS CONNECTIONS:
- i) No Customer shall install or allow to exist any connection or Cross Connection that could cause or allow drinking water in any part of the Waterworks System to become contaminated or polluted in any way.
 - ii) Where the Town determines that there exists a connect or Cross Connection prohibited by this Section, the Town shall give notice to the Customer to correct the connect to or Cross Connection at the expense of the Customer within the time specified in the notice.
 - iii) Where the Customer fails to correct the connection or Cross Connection in the Service Connection for such time as the prohibited connection or Cross Connection continues.
- c). METERS:
- i) Every meter installed on any service by the town shall remain the property of the town and is installed on the understanding that all owners shall give access to each facility for the placing, inspection, and reading of such meter; and shall protect it from interference or damage by frost or other means. Any person permitting any meter to be damaged by frost or other means shall be liable for all costs incurred in the repair or replacement of said meter. Minimum repair costs shall be at the rate set out in Fees and Charge Bylaw.
 - ii) All new or replacement meters installed to designated manufactured homes, shall be sighted inside the designated manufactured home where possible.
 - iii) All meters shall be read, and a water billing rendered every two months in accordance with the Fees and Charge Bylaw.
 - 1.) Where a reading cannot be obtained during regular reading schedules, the department may arrange a special reading by appointment. Should the department be unable to make appropriate arrangements for meter readings, estimated consumption shall be used for billing purposes.
 - 1.1.) If any meter has failed to register accurately since the last reading, water rates for the said period shall be adjusted and charged on the basis of the average charge for water supplied to the said premises during the preceding two-meter reading periods.
 - 1.1.1.) If a meter has failed to read accurately for the consumer, and there is no previous record of water usage, that water rate for the period in question shall be charged at the minimum applicable rate in accordance with Fee and Chares Bylaw.
 - iv) Should any person claim that a meter is not working properly and is over-reading, At the request of a Customer, the Town shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification and/or testing, the Meter is found to be recording accurately (which for this purpose is defined as recording between 97% and 103% of actual consumption) then the Customer shall pay all applicable fees and charges for this service as per Fees and Charges Bylaw.
 - V) If the Meter is found to be recording inaccurately as defined above, the Town will:
 - 1.) Repair or replace the Meter and the cost, along with the costs of verification and/or testing, shall be borne by the Town; and

1.1.) The Account based on the readings of that Meter during the period of 4 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the Town and the Customer in full settlement of any claim that may arise out of the error in the Meter.

- vi). The Town may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.
- vii). Any person interfering with the seals or tampering with any meter shall be liable to penalties as set out in Schedule "A" of this Bylaw
- viii) Ownership of all water meters shall be vested in the Town of Calmar.

4. **WATER USAGE:**

- a) No person shall waste any water supplied by the department in any way whether by improper service pipes, fixtures or taps or by permitting water to run to prevent taps or pipes from freezing or otherwise; or by improper or excess use of water.
- b) During the appropriate months, **MAY TO SEPTEMBER EACH YEAR**, all persons are required to practice water conservation for outdoor watering, whereby properties with a municipal address ending in an odd number may water on odd numbered days only, and properties with a municipal address ending in an even number may water on even numbered days only. Persons contravening this section of the bylaw shall be liable to penalties as set out in Schedule 'A' of this Bylaw.

5. **TURNING ON WATER:**

- a) After any construction, reconstruction, alteration or change, or the completion of any work requiring a permit, water shall not be turned on to any building or premises until after the whole of the work has been done to the satisfaction of the water department. Water shall be turned on or off only by an authorized employee of the Town.
- b) Where water is turned off and on for the purpose of construction, alteration or change, such work shall only be done upon application to the Town and the prepayment of the fee as per the Fees and Charges Bylaw.
- c) When construction water is required for any building under construction, the Town shall be notified 24 hours prior to turning on of water.

6. **DISPOSAL OF WATER:**

- a) Unless a permit is obtained from the Town, no person, being an owner, occupier, tenant or inmate of any house, building or other premises, which were supplied with water from the water system, shall sell or dispose therefrom, or give away or permit the same to be taken off, carried away or use or supply it to the use or benefit of others.

No person being an owner, occupier, tenant or inmate of any house, building or other premises, shall increase the supply of water beyond the fixed rating of the premises, or wrongfully or negligently waste any water.

7. **RIGHT TO DISCONNECT AND CONNECT WATER SUPPLY:**

- a) The Town may shut off the water supply to the land or premises of any consumer who may be guilty of a breach of or non-compliance with any of the provisions of this by-law or Board of Health regulations and may refuse to turn on the water until satisfied and assured that the consumer intends to comply with this bylaw or health regulation.
- b) Any persons about to vacate any premises that are being supplied with water and who are desirous of discontinuing the use of, must give notice in writing to the Town of Calmar, approval to shut off the water at the said premises; otherwise they will be held liable for the accruing rates therefore and for all damages suffered or sustained by the Town and caused by failure to give such notice.

- c) The Town hereby reserves the right to shut off the water without notice to the consumer for any purpose that, in the opinion of the Town, it may be expedient to do so.
- d) It is hereby declared that no person shall have any claims or compensation or damages as the result of the Town shutting off the water without notice or from the failure of the water supply from any cause whatsoever.
- e) Any rates, costs or charges in arrears for water service supplied by the department to any land or premises shall be added to the taxes assessed against the property to which the water or other services have been supplied and may be collected in any of the ways provided by the collection of taxes, including the sale of the property.
- f) In addition to the methods outlined in the above for recovery of outstanding rates or charges, the Town reserves the right to discontinue services to any property for charges for services or work remaining outstanding for a period of more than sixty (60) days. In the case of construction Water cost of required work/services or water will be deducted from development damage deposit.
- g) No person shall interfere with, damage or make inaccessible any curb stops due to the construction of walks, driveways, etc. Any person found doing so will be subject to the costs and fines as set out in Schedule 'A' of this Bylaw.
- h) If it is required to make repairs or construction due to inaccessibility, or damage to curb stops, the owner of the property serviced by said curb stops shall, in addition to the penalties of this bylaw, be required to assume all costs involved.
- i) To maintain an adequate supply of water and adequate water pressure within the Town of Calmar, the Town Council or the Chief Administrative Officer, as the case may be, may impose restrictions on the use of water.
- j) All contracts formed by the filing of an application for water and the acceptance thereof by the said department on behalf of the Town, are hereby declared to be subject to all the terms and conditions of this bylaw which shall be understood and construed by the said department as forming part of all contracts for the supply and distribution of the water by the said department on behalf of the Town.
- k) In all cases where boilers are supplied with water, the Town shall not be liable for any damages which may result to any person or premises from shutting off the water main or service or from failure of the water supply for any purpose or cause whatsoever, even where no notice is given and no deduction from water bills made in consequence thereof. All users of steam or hot water boilers must protect themselves by installing a storage tank sufficient to provide at least a twelve (12) hour supply for each steam or hot water boiler.

8. **WELLS AND OTHER SOURCES OF WATER SUPPLY:**

- a) Where Town water services are not able to be supplied or are not available, the person requesting service may connect the building to an existing well or other source of water supply, subject to compliance with the provisions of this bylaw, all Provincial Regulations and regulations of the Local Health Authority.
- a) Any premises on a street, avenue, lane or road upon which there is no Town water main may make application to the Town to utilize an existing water well or other source of water.
- b) Any such permit as aforesaid may be withdrawn by order of the town at any time without notice and no person shall use an existing water well or other source of water supply after a permit for use of same has been withdrawn.
- c) No permit issued under this section shall give or be construed to give the holder of the said permit the right to sell or distribute water within the Town of Calmar.
- d) Any person who makes application to be serviced by the water distribution system, and such application is approved, shall not revert to any other supply source, at a later date, but shall remain connected to the Town water supply system.

- e) Any premise which chooses to build and use an existing water well will be able to do so only until Municipal Water services are available. At that time the owner of the premise will be required to tie into municipal services and abandon the water well in compliance with Provincial Standards.

9. **INTERFERENCE WITH HYDRANTS AND VALVES:**

- a) Except as hereinafter provided, no person other than authorized employees of the Town shall open or close, operate, obstruct or interfere with any valve, hydrant or fire plug or draw water therefrom. Any unauthorized person or persons found obstructing, opening or closing of hydrants and valves shall be fined as set out in Schedule 'A' of this Bylaw.
- b) The Chief of the Town Fire Department, his assistants and officers, and members of that department are authorized to use the hydrants or plugs for the purpose of extinguishing fires or for making trail of hose, pipe or for fire protection; that all such users shall be under the direction and supervision of the said Chief or his duly authorized assistants; and in no event, shall an inexperienced or incompetent person be permitted to manipulate or control in any way any hydrant or plug.
- c) No person shall in any manner obstruct the free access to any hydrant or valve or curb stop. No vehicle, building, rubbish or any other matter which would cause such obstruction shall be placed nearer to the hydrant than the property line of the street in which the hydrant is located; nor within fifteen (15) feet of the hydrant in a direction parallel with the said property line.
- d) The Town shall assume the full responsibility and costs for any water service line which may hereinafter be frozen or burst because of frost due to the depth of bury of Municipal Main lines. Any waterline on private property which becomes frozen or bursts because of frost due to neglect, or poor workmanship will be the sole responsibility of the Property Owner.
- e) Each water service pipe must have a shut off valve inside the outer wall and prior to the meter connection, and valve must be easily accessible.

10. **WASTEWATER LINES AND STORM SEWERS:**

- a) **CONNECTIONS TO TOWN SERVICES:**
 - i) No drain or private sewer shall be connected to the Town wastewater system until the owner thereof shall have obtained a permit for such a connection and submitted payment for said permit in accordance with the Fees and Charges Bylaw. The application for permit must be filed in the Town Office and must be signed by the owner of the property to be drained, or his authorized agent. Such applications must be accompanied by a plan showing in detail the contemplated connection, the exact location and elevation thereof, and specify fully the character of the work to be done, the sizes of all pipes and the location and type of all fittings.
 - ii) It shall be the consideration of the granting of any application for a private drain or sewer connection to the town's wastewater system, that the Town or any of its employees shall not be liable for any damage whatsoever in nature caused either directly or indirectly by such connection and the applicant shall be responsible for backfill, surface replacement, safety, etc.
 - iii) The Town may revoke or annul any permit that may have been granted to connect to the Town services if it shall find that any of the work is not being done in accordance with the provisions of this bylaw, and/or any other Town's Bylaws, and the persons making such connections or their successors in interest shall have no right to consequence of such permits being revoked or annulled.
 - iv) All wastewater lines laid in private property between the property line and the premises being serviced shall conform to the Town of Calmar's adopted minimum Design Standards.
 - v) The connection of a wastewater service line shall commence at the street main, working therefrom towards the building thereby ensuring proper grade level. The owner shall be responsible for all costs in this regard.
 - vi) No person shall cut, break, pierce or tap any Town wastewater line or appurtenance thereof, or intrude any pipe, tube, trough or conduit into any Town wastewater line, except a person authorized by the Town. An inspection by a qualified Town representative is required prior to backfill. Any damage to Town infrastructure will be repaired at developers cost to Town specifications.

- vii) No person shall interfere with the free discharge of any Town wastewater line or part thereof or do any act or thing which may impede or obstruct the flow or clog up any Town wastewater line or appurtenance thereof.
- viii) The Town Foreman or his appointee shall have the right at all reasonable times to enter houses or other places which have been connected to Town wastewater lines, to ascertain whether or not any improper liquid or material is being discharged into the wastewater lines, and he shall have the power to stop or prevent from discharging into the wastewater system any private sewer or drain through which substances are discharged which are liable to damage or injure the wastewater systems or obstruct the flow of sewage.
- ix) Where a public wastewater line or combined sewer is not available, the person requesting service, shall connect the building to a private sewage disposal system, which shall comply with the provisions of this bylaw, all Provincial Plumbing Regulations and regulations of the Local Health Authority.
- x) Grease traps of sufficient size and approved design shall be placed on the waste pipes from all hotels, restaurants, laundries and such other places as the Town, under advisement, may direct.
- xi) All fees and costs for sanitary sewer bills rendered every two months are subject to the fees as per fees and Charges Bylaw.

b) **PLUGGED SEWER CONNECTIONS:**

- i). Should a sanitary service line become plugged / blocked it is the homeowner's responsibility to have the line cleared.
- ii). Should any person claim that any sanitary service line between the street main and the property line is plugged / blocked because of poor installation or damage cause by breakage etc., it is the homeowner's responsibility to have the service inspected by a reputable inspection company. If the line is proven faulty the Town will either pay the inspection costs or reimburse the property owner for costs incurred for clearing the blockage as well as the inspection.

c) **GENERAL PROVISIONS:**

- i). The owner of any premises connected to a street main by a sewer service line, shall be required to keep the said sewer service line in operational condition at all times, and shall be fully responsible for the operation of the said sewer service line.
- ii) Where it is deemed expedient to prevent or reduce the flooding of basements or cellars connected to the municipal sewage system, the Town may require the owner to install and operate a suitable backwater valve or other mechanical device for the purpose of cutting off or controlling the connection between the sewage system and the cellar or basement where the installation of the said valve is required at the time of connection to the Town wastewater system, the cost of installation shall be the responsibility of the owner or applicant.

11. **PLUMBING:**

- a) All plumbing works within the Town shall be done in strict accordance with the regulations under the Public Health Act of the Province of Alberta, and amendments thereto, and all other regulations of the Province of Alberta pertaining to plumbing, and amendments thereto, which regulations shall be considered as forming part of this bylaw as if incorporated herein.

12. **WASTE COLLECTION, REMOVAL AND DISPOSAL:**

- a) The Town of Calmar shall provide waste disposal services to persons owning residential land on the following conditions:
- b) All residents will be provided with 1 waste container per residential property. Containers must be placed on the street next to the curb to be collected on specified day. Container must be removed following collection. Only municipal issued containers will be accepted;

- c) Each residential property is responsible for their assigned container. Any damage to containers caused by neglect or misuse will result in the homeowner being billed for repairs or replacement as per the Fees and Charges Bylaw;
- d). All persons shall be provided with one collection per week;
- e). All persons shall pay the Town the waste disposal charges as set out in the Fees and Charges Bylaw;
- f) All persons shall be billed in accordance with the Fees and Charges Bylaw.
- g) Only existing Commercial businesses utilizing residential garbage pick-up in the Town of Calmar shall be subject to the following terms for residential waste disposal services.
 - h) All existing businesses utilizing residential garbage pickup will be supplied with 1 waste, the container must be placed in the appropriate place for collection and returned to the property following collection.
 - i) each business is responsible for their assigned container. Any damage to containers caused by neglect or misuse will result in the business being billed for repairs or replacement as per the Fees and Charges Bylaw;
 - i). all existing commercial businesses shall be provided with one (1) collection per week;
 - ii). the commercial businesses currently receiving residential garbage pick-up shall pay the Town the waste disposal charges set out in the Fees and Charges Bylaw;
 - iii). persons shall be billed in accordance with Section 14 of this bylaw;
 - iv). the commercial businesses requiring additional service will be responsible to provide a bin and deal directly with the Contractor and pay the additional service and landfill costs.
- j) Each household is limited to 1 bin of garbage per week. All waste must be contained within bin provided.
 - i). All wet garbage or refuse shall be thoroughly drained and wrapped or packaged so as not to stick or freeze to the inside of the container.
- k). No person shall dispose of any litter on public or private property, unless he disposes of it in a container placed for the purpose of collecting it.

13. **RECYCLING SERVICE/FACILITIES:**

- a) Every consumer shall have full access to all recycling services and facilities offered by/through the Town of Calmar;
- b). Every person shall pay to the Town the recycling charges as set out in the Fees and Charges Bylaw;
- c). Every person shall be billed in accordance with Section XIV of this bylaw;
- d). Every person requiring additional service shall deal directly with the Contractor responsible for recycling services and pay any additional costs as agreed between the Town and user.

14. **UTILITY BILLING:**

- a) All billings shall be for a two-month period, with the first period in each billing year being January and February. The Utility Bill shall be mailed no later than the 12th day of the month immediately following the billing period. Receipt of the Utility Bill is deemed to be the third business day after the mailing date. Payment of the Utility Bill is due, in full, upon receipt.
- b) No late payment penalty will be assessed on amounts owing until the close of business on the 6th day of the month immediately following the month in which the bills were sent.

c) In the event that the utility bill shall remain unpaid after the date in Paragraph 2 above, a penalty in the amount of two and a half percent (2½ %) shall be added to the outstanding balance and shall become part of the amount which shall be due and payable to that date.

d) Section VII Right to Disconnect and Connect water supply, Subsection 5 is hereby amended by the addition of the following:

“All charges for a municipal utility service provided to a parcel of land are an amount owing to the municipality by the owner of the parcel.”

“Effective July 1st, 2011, all new municipal utility service accounts, for non-owner occupied parcels of land, shall be registered in the name of the owner of the parcel.”

“Effective January 1st, 2012, all active municipal utility service accounts, for non-owner occupied parcels of land, shall be transferred to the name of owner of the parcel of land.”

“At the Landowner’s request, a copy of the bill for a municipal utility service account shall be provided to the tenant for an administration fee of \$5.00 per bill.”

e) Reinstatement of water services will commence only after all outstanding amounts and a re-connection fee as set out in the Fees and Charges Bylaw has been paid.

f) The following charges from this bylaw shall appear on each billing: water, wastewater, garbage, recycling and late payment penalties.

g) All payments shall be made at the Town Office at 4901 - 50 Avenue, or by mailing to the Town of Calmar, Box 750, Calmar, Alberta T0C 0V0. Payments may also be made at any financial institution that accepts the Town’s corporate creditor identification number for processing of bill payment, or via internet or phone banking systems.

h) In the event that persons do not comply with the terms and conditions as set out in this bylaw, the utility services to the property concerned may be disconnected.

15. **PENALTIES:**

a) Any person who violates a provision of this bylaw is guilty of an offence and liable upon summary conviction to a fine of not more than one hundred (\$100.00) dollars, unless another or different penalty is specifically provided for in this bylaw, exclusive of costs and in each and every case of default of payment, said person shall be liable to imprisonment for a period not exceeding thirty (30) days unless the fines and costs be sooner paid.

16. **PREVIOUS BYLAW**

a) Town of Calmar Bylaw 2020-04 and amendments thereto in this regard are hereby rescinded.

b) Bylaw 2023-11 comes into full force and effect on third reading.

READ FIRST TIME THIS 06 DAY OF FEBRUARY 2023.

READ A SECOND TIME THIS 06 DAY OF FEBRUARY 2023.

READ A THIRD TIME, BY UNANIMOUS CONSENT, THIS 06 DAY OF FEBRUARY 2023

Mayor Carnahan

CAO Losier

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 6, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-04 - Amendment to Land Use Bylaw
Approved By:	CAO Losier
Agenda Item Number:	8 K

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.

On January 11, 2023, Council passed 1st reading of the proposed bylaw. In accordance with the Municipal Government Act (MGA), the Public Hearing was advertised in the Devon Dispatch on January 20 and 27.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

At the time of writing the report, no comments and/or written submissions were received on the proposed bylaw.

Once Council has concluded the public hearing, it will have a few options to consider.

Option 1 – Council could defer further readings to direct Administration to investigate potential amendments to address concerns raised at the Public Hearing.

Option 2 – Council Could pass 2nd reading with or without amendments.

Option 3 – Council Could pass 2nd reading with or without amendments, and then proceed to 3rd reading.

Option 4 – Council Could defeat the proposed bylaw and retain status quo.

Considering the context around the property, unless significant concerns are raised at the Public Hearing, Administration do not believe that there would be any benefits in not proceeding.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

That Council select option 3 unless significant concerns are raised at the hearing.

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
- d. 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 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 11th DAY OF January 2023.

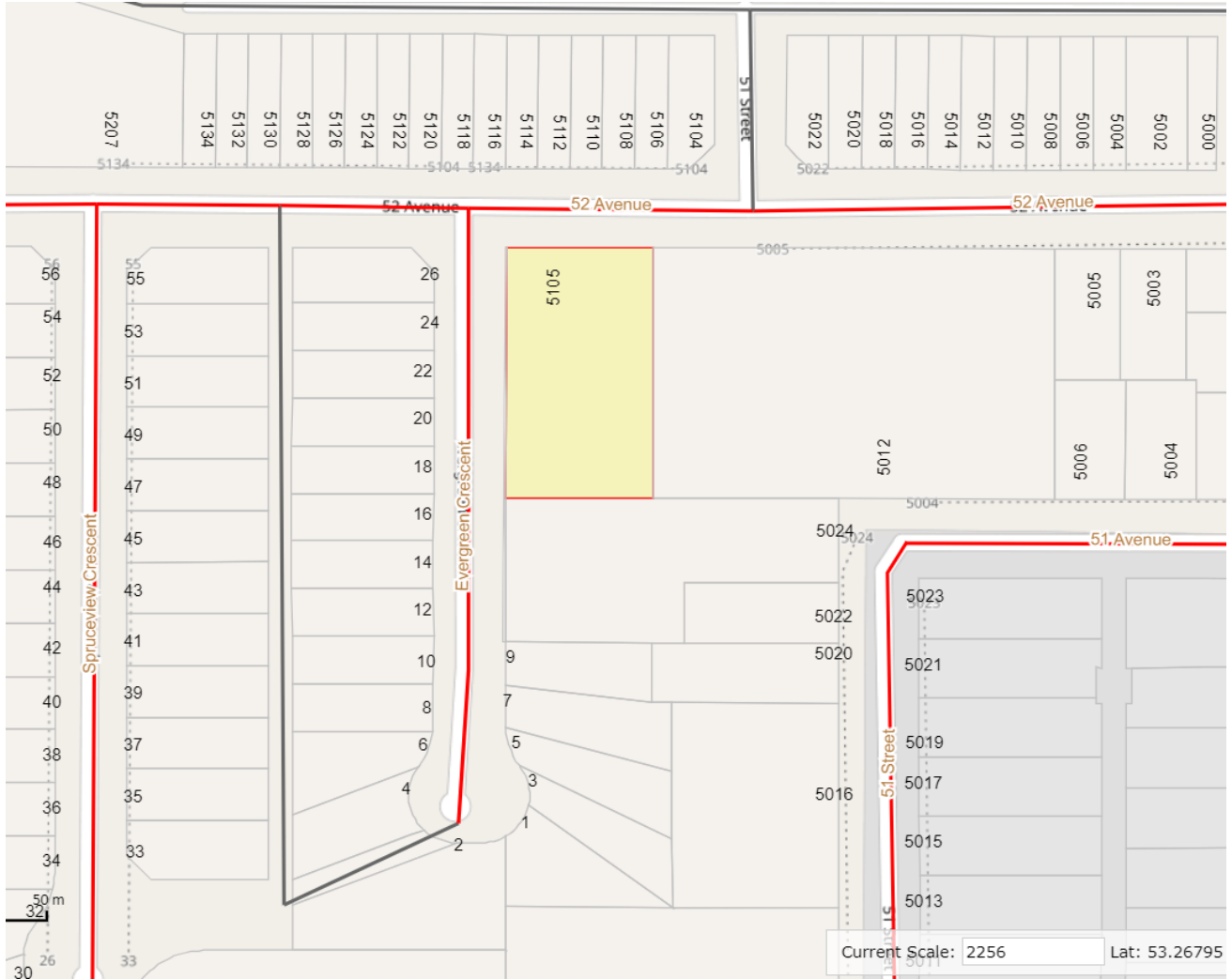
READ A SECOND TIME THIS ___ DAY OF FEBRUARY 2023.


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

Mayor Carnahan

Chief Administrative Officer

Schedule A – Bylaw 2023-01



 Redistricting from R4 to Direct Control District 02

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 6, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-05 - Amendment to Land Use Bylaw
Approved By:	CAO Losier
Agenda Item Number:	8 L

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 than 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.

On January 11, 2023, Council passed 1st reading of the proposed bylaw. In accordance with the Municipal Government Act (MGA), the Public Hearing was advertised in the Devon Dispatch on January 20 and 27.

In addition, Council directed Administration to prepare a draft policy for the Development Officers. The draft policy is presented separately to Council tonight.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

At the time of writing the report, no comments and/or written submissions were received on the proposed bylaw.

Once Council has concluded the Public Hearing, it will have a few options to consider.

Option 1 – Council could defer further readings to direct Administration to investigate potential amendments to address concerns raised at the Public Hearing.

Option 2 – Council Could pass 2nd reading with or without amendments.

Option 3 – Council Could pass 2nd reading with or without amendments, and then proceed to 3rd reading.

Option 4 – Council Could defeat the proposed bylaw and retain status quo.

Considering that the Town currently has an application for a sign, Administration would strongly advise against options 1 and 4 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 3 unless significant concerns are raised at the Public Hearing.

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 11th 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'

OTHER CHARGES/PENALTIES:

A minimum of five-hundred (\$500.00) dollars, plus all costs and/or damages, shall be charged for each incident, for the following:

- Interference with and/or damage to any fire hydrant;
- Interference with and/or damage to any curb stop valve;
- Interference with and/or damage to any water meter;
- Interference with and/or damage to any water main valve.

All requests for service must fill out Schedule "B" and pay appropriate fees prior to any work commencing.

WATER CONSERVATION:

Penalties for outdoor watering on non-approved days:

First Offence:	\$ 50.00
Second Offence within twelve months of first offence:	100.00
Third and subsequent Offences within twelve months of first offence	200.00

SCHEDULE "B"

REQUEST TO TURN ON / OFF WATER
FOR TEST/CONSTRUCTION PURPOSES

Date of Request: ____ Applicant: _____

Legal Description of Property:

Lot _____ Block _____ Plan _____ Civic Address _____

Fee: _____ Receipt #: _____

NOTE THE TOWN OF CALMAR WILL ENDEAVOR TO COMPLETE TESTING WITHIN A 24 HOUR PERIOD OF THE DATE OF REQUEST. (WEEKENDS AND HOLIDAYS EXCEPTED).

FOR OFFICE USE ONLY

1) Connection to Curb Stop FEE: \$125.00 Date: _____
(Public Works must be notified By: _____
prior to backfill for inspection)

2) Test/Turn On Completed FEE: \$100.00 Date: _____
By: _____

3) Connection to mainline. FEE: \$250.00 Date: _____
By: _____

4) Construction Water will be billed a flat rate of \$72.00 for the first 10.88 cubic m³, over 10.88 cubic m³ a rate of 1.35 / m³ will apply.

5) **REPLACEMENT & NEW WATER METER FEE:**

Replacement costs for damaged or frozen meter responsibility of owner and will be billed as follows:

OWNER OF PROPERTY

- 1) 5/8" Meter or Metric Equivalent \$ 545.00
- 2) 1 1/2" Meter or Metric Equivalent \$ 840.00
- 3) 2 1/2" Meter or Metric Equivalent \$1,000.00

4) All other water meter caution fee deposits shall be established by agreement of Council

5) All applicants must pay a water meter caution fee deposit as outlined in # 1-4 above prior to the issuance of a meter and the commencement of water service.

COMMENTS:

Filed in Utility Account # _____

By: _____

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

January 25, 2023

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

RE: Board appointment: Tracey Blush

Dear Mayor and Council,

Please consider the Town of Calmar Library Board's request to appoint Tracey Blush to the position of library trustee for a three-year term commencing February 27, 2023, to February 27, 2026. Mrs. Blush has lived in Calmar for over 10 years and believes that the library has a vital role to play in the community and would consider it a privilege to be on the Town of Calmar Library Board.

At the regular library board meeting on January 24th, the Town of Calmar Library Board recommended appointing Mrs. Tracey Blush to the position of library trustee for a 3-year term. This would be Mrs. Blush's first term as a library trustee.

Thank you for considering the board's request.

Sincerely,

Susan Parkinson
Library Director
Calmar Public Library

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

January 25, 2023

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

RE: Board appointment: Amanda Decker

Dear Mayor and Council,

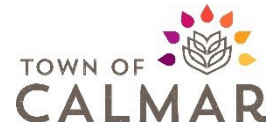
Please consider the Town of Calmar Library Board's request to appoint community member, Amanda Decker, to the position of library trustees for a three-year term commencing February 27, 2023, to February 27, 2026. Mrs. Decker has been a resident of Calmar for almost 10 years. An active member of the community, Mrs. Decker and her family are frequent visitors to the library, often bringing the children down to enjoy the library and participate in the programs offered. Mrs. Decker previously enjoyed running the Calmar Getaway Summer Camp for 2 summers and is excited for the opportunity to get involved in the community again in a different capacity.

At the regular library board meeting on January 24, 2023, the Town of Calmar Library Board recommended appointing Amanda Decker to the position of library trustee for a 3-year term. This would be Mrs. Decker's first term as a library trustee.

Thank you for considering the board's request.

Sincerely,

Susan Parkinson
Library Director
Calmar Public Library



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Meeting of Council
Meeting Date:	February 06, 2023
Originated By:	CAO Losier
Title:	Appointment of Regional ARB Officials
Approved By:	CAO Losier
Agenda Item Number:	8 C

BACKGROUND/PROPOSAL:

In April 2022 Council passed a resolution to join Capital Region Assessment Services Commission (CRASC) to provide Assessment Review Board (ARB) services to the Town of Calmar.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

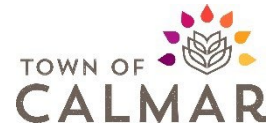
CRASC annually requires the Town to appoint by resolution the following as our ARB officials for 2022.

- ARB Chairman - Raymond Ralph
- Certified ARB Clerk - Geryl Amarin
- Certified Panelists - Darlene Chartrand
Tina Groszko
Stewart Hennig
Richard Knowles
Raymond Ralph

These are the panelists that will hear any complaints that result in an ARB hearing.

Option 1 – Council pass a motion to appoint the following as the Town of Calmar ARB officials for 2022:

- ARB Chairman - Raymond Ralph
- Certified ARB Clerk - Geryl Amarin
- Certified Panelists - Darlene Chartrand
Tina Groszko



Stewart Hennig
Richard Knowles
Raymond Ralph

Option 2 – Council pass a motion to refer this back to administration for further information.

COSTS/SOURCE OF FUNDING (if applicable)

n/a

RECOMMENDED ACTION:

Council pass a motion to appoint the following as the Town of Calmar ARB officials for 2022:

ARB Chairman -	Raymond Ralph
Certified ARB Clerk -	Gerryl Amorin
Certified Panelists -	Darlene Chartrand Tina Groszko Stewart Hennig Richard Knowles Raymond Ralph

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Meeting of Council
Meeting Date:	February 06, 2023
Originated By:	CAO Losier
Title:	DP Application 5223 50 Ave
Approved By:	CAO Losier
Agenda Item Number:	8 D

BACKGROUND/PROPOSAL:

The land described as Lot 10, Block 1, Plan 1221895, identified by the municipal address 5223-50 Ave Calmar was redistricted from R4 Residential (Higher Density) to Direct Control (DC) District 01. The purpose of this redistricting is to allow a 5 storey, 35 dwelling units apartment building. The bylaw was approved at the Regular Council meeting on September 19, 2022.

As the new district is a Direct Control District, Council is the Development Authority for the development permit application. Attached are the drawings associated with the project.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

A complete application including fees was submitted and reviewed by Administration. The intended use is aligning with the DC permitted use, and the regulations for parking, height, lot coverage are met.

The applicant also submitted a signed development agreement that confirm that the sidewalk will be built. In its decision on the application, Council could require the sidewalk to be built now or at a later date. Considering that the applicant will mobilize for the construction, it would make sense to build the sidewalk as part of the overall construction.

Options for Council Consideration

Option 1 – Council may approve the application without conditions and direct the Mayor or the CAO to sign the permit on Council’s behalf.

Option 2 – Council may approve the application with conditions and direct the Mayor or the CAO to sign the permit on Council’s behalf.

Administration is not proposing an option to refuse the application as the use is permitted. A refusal would simply delay or terminate this project for which the property was redistricted.

In terms of conditions associated with option 2, Administration would suggest the following:

1. The site is developed as per the plans submitted.
2. In no way this decision reflects the requirements of the Alberta Building Code. It is Developers responsibility to ensure that the building for which this application applies, meets Code.
3. Applicant shall obtain a Roadside Development Permit with Alberta Transportation, if required.
4. The applicant shall be financially responsible during construction for any damage by the permit holder, his servants, suppliers, agents, or contractors to any public property. The permit holder shall repair, reinstate, or pay for the repair or reinstatement to original condition of any street furniture, curbing, sidewalks, walkways, boulevards landscaping or trees, utility appurtenances and any other public facility or utility.
5. The applicant shall prevent excess soil or debris from being spilled on public streets, lanes and sidewalks and shall not place soil or any other materials on adjacent properties without permission in writing from adjacent property owner(s).
6. Failure to comply with the conditions of this permit may result in the permit being cancelled, suspended or modified.

Other requests from the applicant

1. Waiving building permit fees

The town employs a third party to deliver the service associated with the Safety Codes Act, which includes building and disciplines permits as well as inspections. The agreement with the third party is that the Town keeps 40% of the permit's value, and the third party 60%. This is a common practice throughout the industry.

Should Council decide to waive completely or partially the building permit (BP) fees, the Town would still have to pay the third party its share of the permit value. It is important to note that **the permit value is a fee equivalent to \$6.00 / \$1,000 of construction value.**

As an example, if a project is 7 million, the BP would be \$42,000 and of that amount, \$25,200 would go to the third party. The Town's portion would be \$16,800.

If Council decides to waive more than 40% of the fee, then the Town will have to pay the third party the difference as they will not wave their fees, nor will the Safety Code Council.

Considering that this project is unique, will significantly contribute to the diversification of Calmar's housing stock, and is addressing an important social need within our community, Administration is prepared to recommend the waiving of the Town's portion of the building permit fees.

2. Property tax

The applicant is requesting a deferral of taxation on the improvement where the Town would collect on the land itself, not on the improvement. This is to facilitate cashflow stabilization.

The Town's policy 2022-096 enables an applicant to request a deferral for up to 2 years. The purpose of the policy is to promote growth. Administration has no concerns with this request.

3. Letter of support

In parallel to the DP application, the applicant is looking for a letter of support from the municipality. Administration as prepared a draft for Council's consideration as the request is reasonable in Administration's opinion. This draft letter contains the adjustments done to the LUB to allow the project and would also contained the elements presented in this report once Council decides on the DP and the additional requests.

COSTS/SOURCE OF FUNDING (if applicable)

For this project, there will only be cost to the Town should Council decide to waive more than the Town's share of the BP fees. Should Council agree to waive the Town's portion of the BP, this will mean a loss of revenue, not an extra cost to the Town. Lastly, should Council decide to allow the deferral, there will be no lost of revenue, simply a postponement of revenues to the third year.

RECOMMENDED ACTION:

That Council direct the Mayor/CAO to approve the development permit with the conditions identified in the report.

That Council directs the Mayor/CAO to provide a letter of support.

That Council follows policy 2022-096 and direct the CAO to prepare the necessary documentation to enable the deferral for 2 years.

That Council consent to waive the BP fees corresponding to the Town's portion of the fees.

CALMAR APARTMENT

ISSUED FOR REVIEW
07.27.2022



ARCHITECTURAL

SD000	COVER PAGE
SD100	SITE PLAN
SD200	MAIN FLOOR PLAN
SD201	SECOND FLOOR PLAN
SD202	THIRD TO FIFTH FLOOR PLAN
SD301	ELEVATIONS
SD302	ELEVATIONS



PROJECT INFORMATION

CALMAR
APARTMENT

5223 50 AVENUE
CALMAR, ALBERTA

This drawing supersedes previous issues. Do not scale these drawings.

Verify all dimensions, elevations and details, and report any discrepancies to the Architect prior to construction. Dimensions are taken to face of exterior sheathing, face of concrete block, face of stud for interior partitions, and centerline of demising walls, unless noted otherwise on the drawing.

The Contract Documents (Drawings and Specifications) are complementary, what is required by one shall be as binding as required by all.

All drawings remain the property of the Architect. These drawings are Copyright 2018, 3A Design & Architecture. These drawings may not be reproduced without the permission of the Architect.

ISSUED FOR	DATE
ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

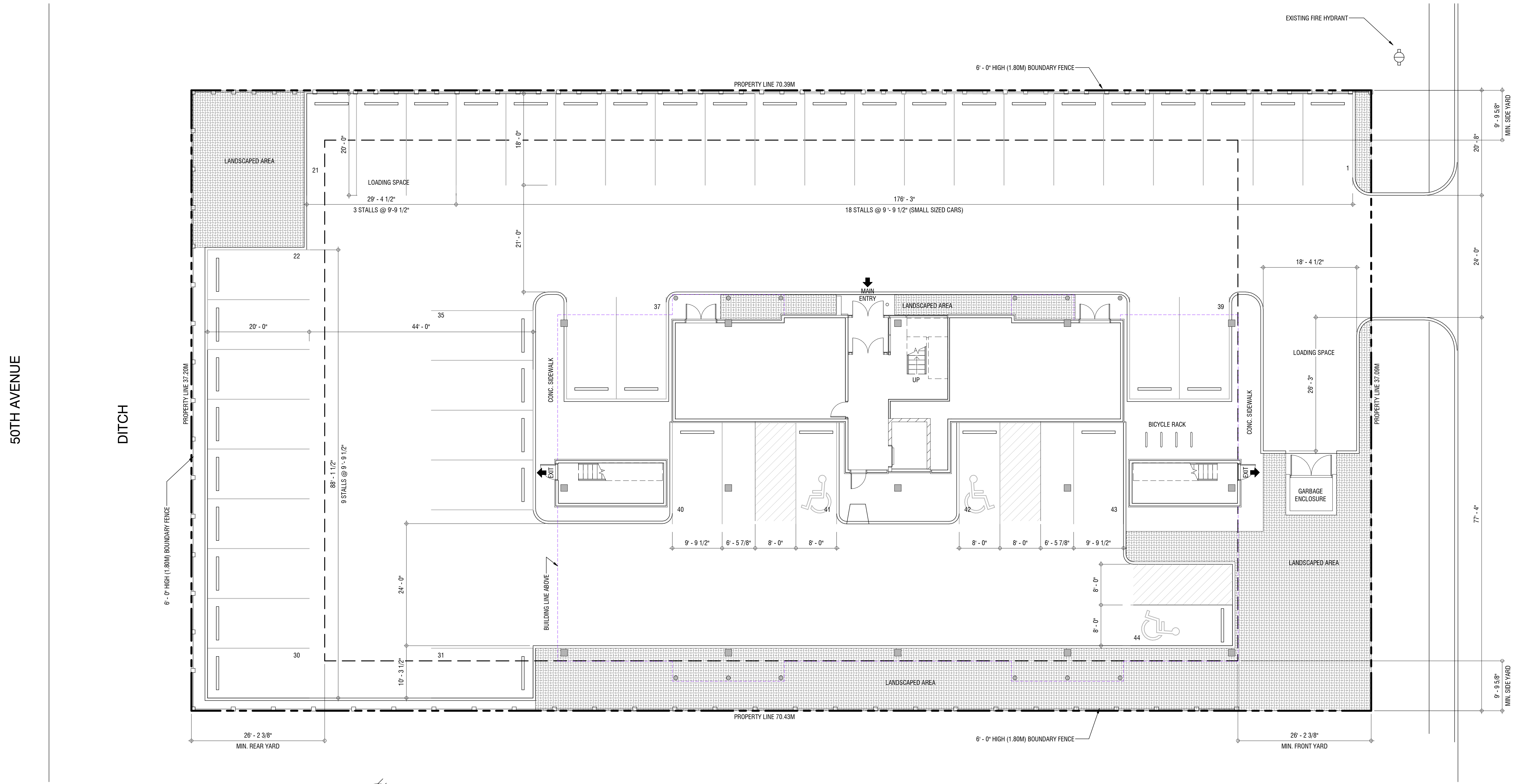
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CHECKED BY	Checker
PROJECT NO.	2022013

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SD000

SITE PLAN INFORMATION	
MUNICIPAL ADDRESS:	5223 50 AVENUE, CALMAR, AB
LEGAL ADDRESS:	LOT 10, BLOCK 1, PLAN 1221895
ZONING:	DC - DIRECT CONTROL DISTRICT
BUILDING SETBACK:	FRONT YARD = 8.0 M (26.2 FT.) REAR YARD = 8.0 M (26.2 FT.) WEST SIDE YARD = 3.0 M (9.8 FT.) EAST SIDE YARD = 3.0 M (9.8 FT.)
BUILDING HEIGHT:	PROPOSED = 19.78M (64.92 FT), 5 STOREYS
BUILDING AREA:	838.84 m ² (9,029.26 ft ²)
SITE AREA:	2,613.73 m ² (0.261 ha)
SITE COVERAGE:	32%
DENSITY:	PROPOSED = 35 UNITS
UNITS PROVIDED:	2 BEDROOMS = 24 1 BEDROOM = 8 BACHELOR = 3 TOTAL = 35
PARKING PROVIDED:	44 PARKING STALLS = 18 - 9.8' W x 18' L (SMALL SIZED CARS) = 26 - 9.8' W x 20' L (REGULAR SIZED CARS)
LOADING SPACES:	PROVIDED = 1 LOADING SPACE
BARRIER-FREE PARKING:	REQUIRED = 3 PARKING STALLS PROVIDED = 3 PARKING STALLS
LANDSCAPING & AMENITY AREA:	PROVIDED = 359 m ² (3,866 ft ²) THE LANDSCAPING AREAS TO BE DEVELOPED TO THE SATISFACTION OF THE DEVELOPMENT AUTHORITY. THE AREAS DEDICATED TO LANDSCAPING WILL BE PLANTED WITH REGIONAL HARDY TREES, SHRUBS AND PERENNIALS TO PROVIDE PLEASING VISUAL AESTHETIC APPROPRIATE TO THE CHARACTERISTICS OF THE TOWN OF CALMAR
BICYCLE RACK:	PROVIDED = 4 RACKS



PROJECT INFORMATION

CALMAR APARTMENT

5223 50 AVENUE
 CALMAR, ALBERTA

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ISSUED FOR	DATE
ISSUED FOR REVIEW	06.20.2022
ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

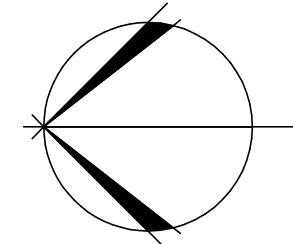
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PROJECT NO.	2022013

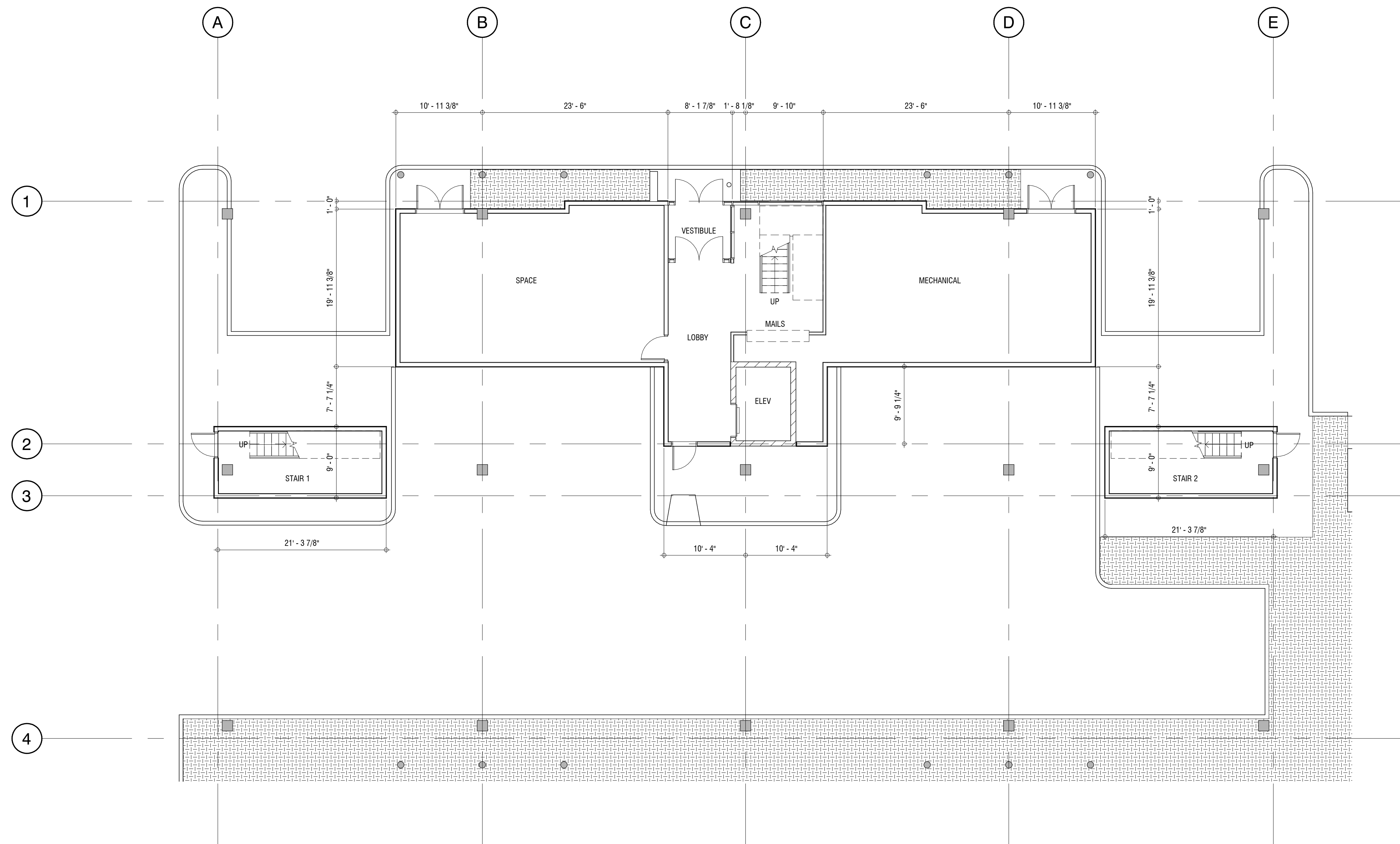
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SITE PLAN

DRAWING NO.

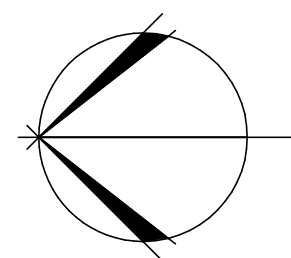
SD100

1 SITE PLAN
 SD100 SCALE: 1" = 10'-0"
 SD001





1 MAIN FLOOR PLAN
SD200 SCALE: 1/8" = 1'-0"



PROJECT INFORMATION

CALMAR APARTMENT

5223 50 AVENUE
CALMAR, ALBERTA

This drawing supersedes previous issues. Do not scale these drawings. Verify all dimensions, elevations and details, and report any discrepancies to the Architect prior to construction. Dimensions are taken to face of exterior sheathing, face of concrete block, face of stud for interior partitions, and centerline of finishing walls, unless noted otherwise on the drawing.

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ISSUED FOR	DATE
ISSUED FOR REVIEW	06.20.2022
ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

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DATE	2022-07-27 6:58:41 PM
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PROJECT NO.	2022013

DRAWING TITLE
MAIN FLOOR PLAN

DRAWING NO.

SD200

PROJECT INFORMATION

**CALMAR
APARTMENT**

5223 50 AVENUE
CALMAR, ALBERTA

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ISSUED FOR REVIEW	06.20.2022
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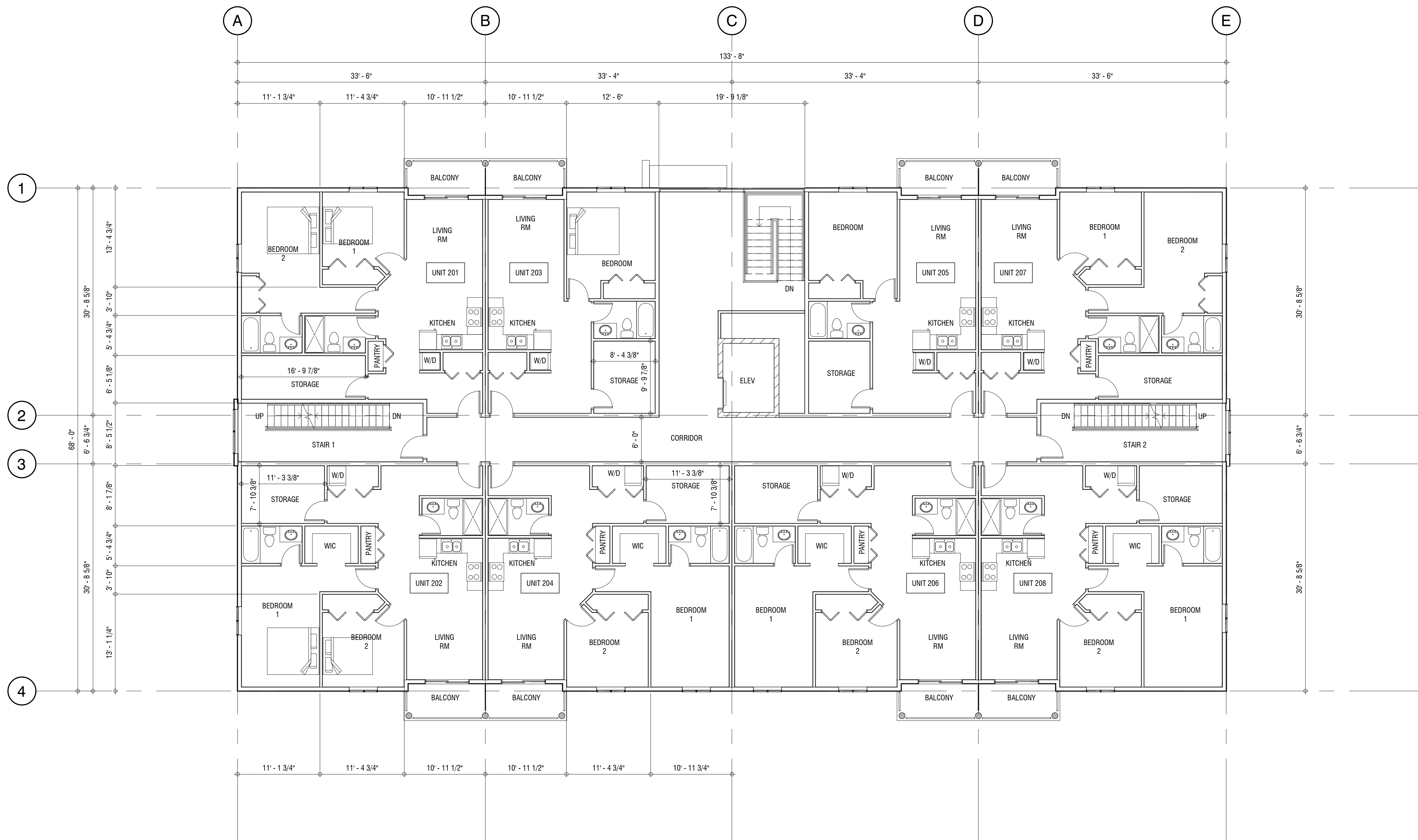
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PROJECT NO.	2022013

DRAWING TITLE
SECOND FLOOR PLAN

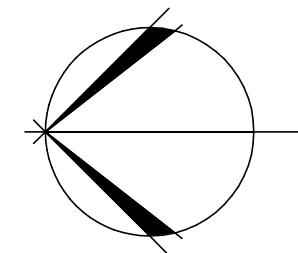
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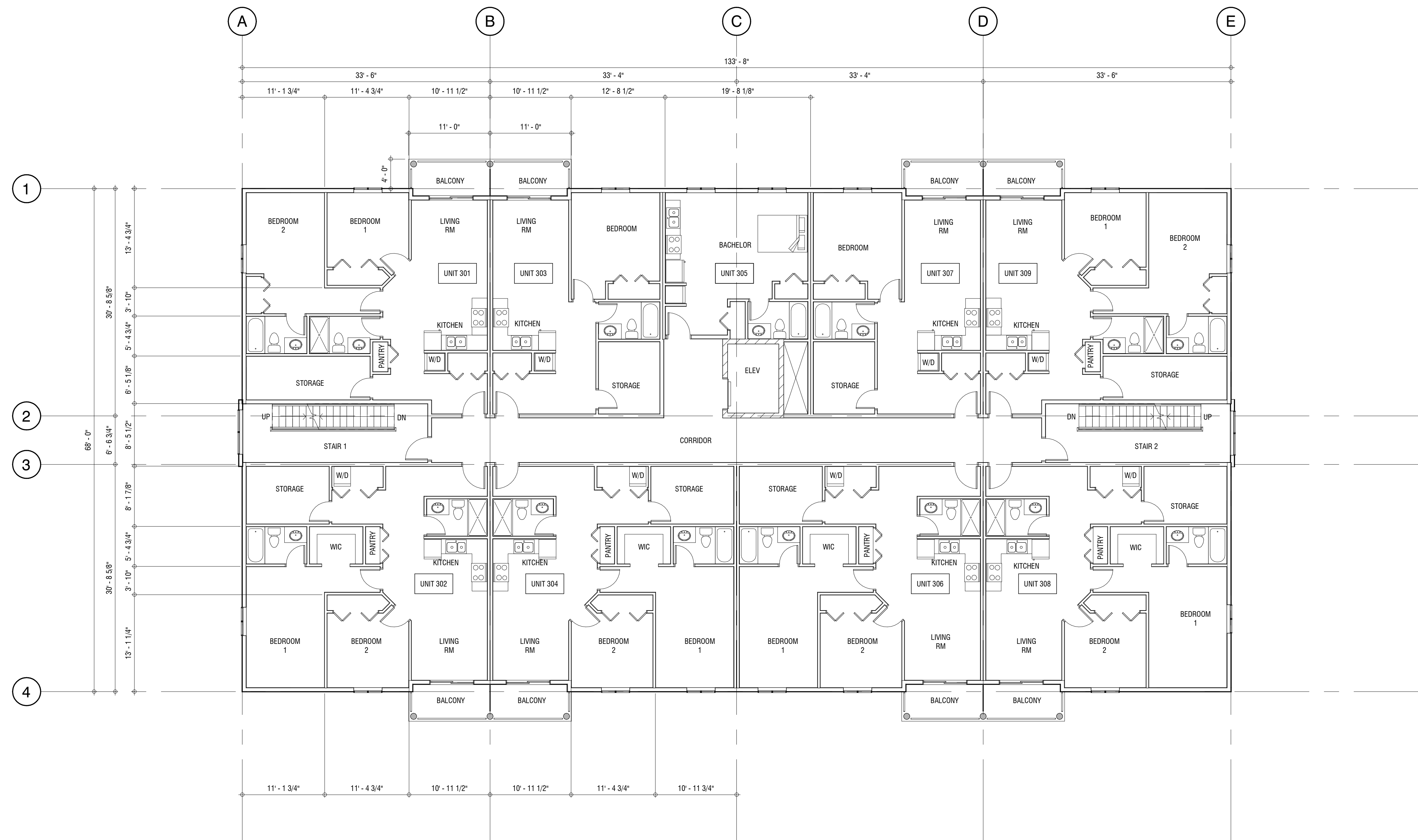
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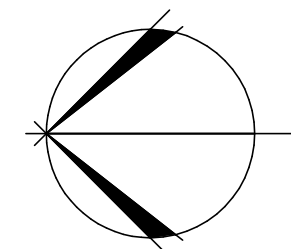


1 SECOND FLOOR PLAN
SD201 SCALE: 1/8" = 1'-0"





1 THIRD TO FIFTH FLOOR PLAN
SD202 SCALE: 1/8" = 1'-0"



PROJECT INFORMATION

CALMAR APARTMENT

5223 50 AVENUE
CALMAR, ALBERTA

This drawing supersedes previous issues. Do not scale these drawings.

Verify all dimensions, elevations and details, and report any discrepancies to the Architect prior to construction. Dimensions are taken to face of exterior sheathing, face of concrete block, face of stud for interior partitions, and centerline of demising walls, unless noted otherwise on the drawing.

The Contract Documents (Drawings and Specifications) are complementary, what is required by one shall be as binding as required by all.

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ISSUED FOR	DATE
ISSUED FOR REVIEW	06.20.2022
ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

SCALE	1/8" = 1'-0"
DATE	2022-07-27 6:58:43 PM
DRAWN BY	Author
CHECKED BY	Checker
PROJECT NO.	2022013

DRAWING TITLE
THIRD TO FIFTH FLOOR PLAN

DRAWING NO.

SD202



1 NORTH ELEVATION
SD301 SCALE: 1 : 100



2 EAST ELEVATION
SD301 SCALE: 1 : 100

PROJECT INFORMATION

CALMAR APARTMENT

5223 50 AVENUE
CALMAR, ALBERTA

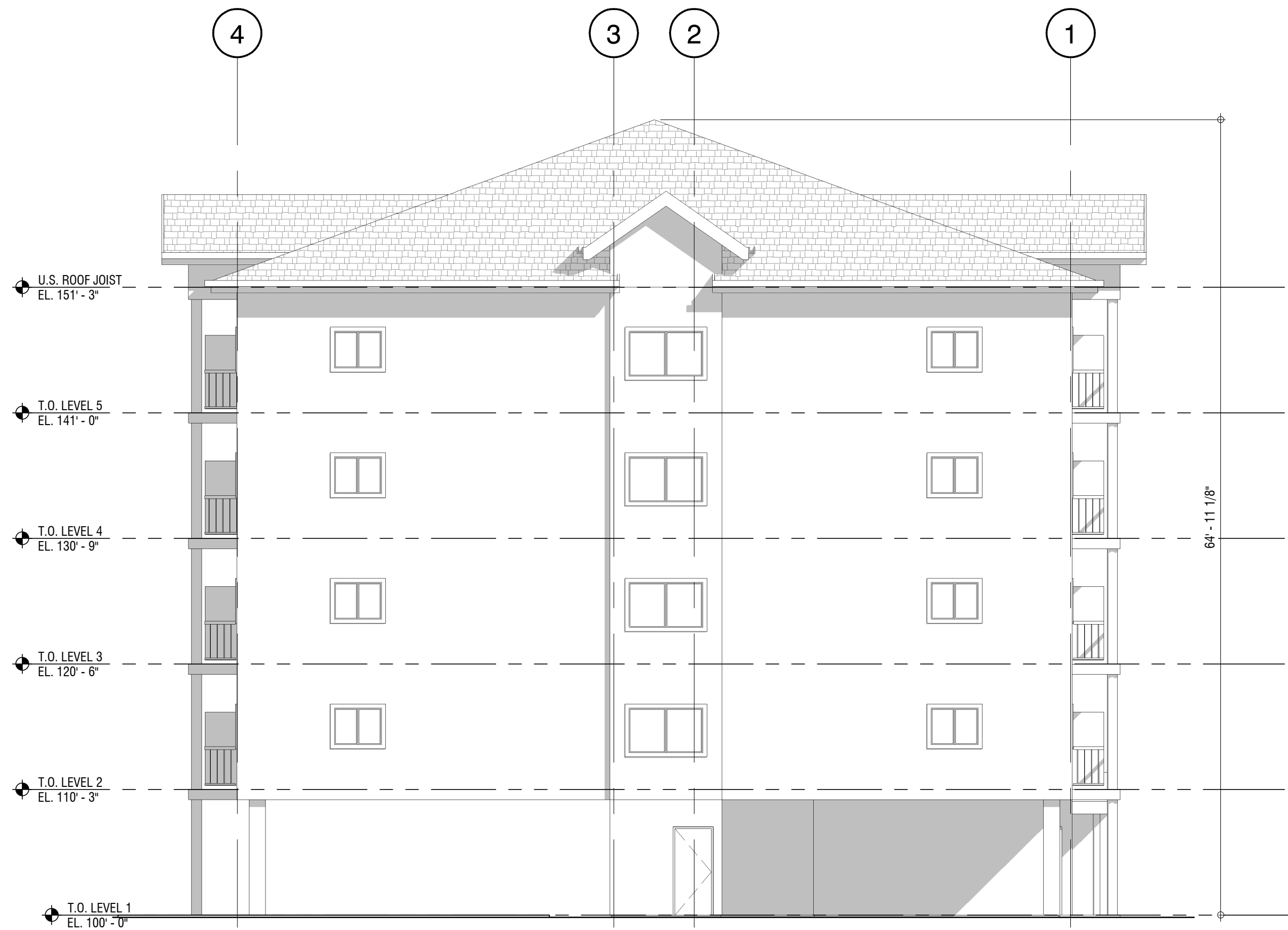
This drawing supersedes previous issues. Do not scale these drawings.
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ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

SCALE	1 : 100
DATE	2022-07-27 6:58:47 PM
DRAWN BY	Author
CHECKED BY	Checker
PROJECT NO.	2022013

DRAWING TITLE
ELEVATIONS

DRAWING NO.
SD301



1 SOUTH ELEVATION
SD302 SCALE: 1 : 100



2 WEST ELEVATION
SD302 SCALE: 1 : 100

PROJECT INFORMATION

**CALMAR
APARTMENT**

5223 50 AVENUE
CALMAR, ALBERTA

This drawing supercedes previous issues. Do not scale these drawings.

Verify all dimensions, elevations and details, and report any discrepancies to the Architect prior to construction. Dimensions are taken to face of exterior sheathing, face of concrete block, face of stud for interior partitions, and centerline of finishing walls, unless noted otherwise on the drawing.

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ISSUED FOR	DATE
ISSUED FOR REVIEW	06.20.2022
ISSUED FOR REVIEW	07.04.2022
ISSUED FOR REVIEW	07.27.2022

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CHECKED BY	Checker
PROJECT NO.	2022013

DRAWING TITLE
ELEVATIONS

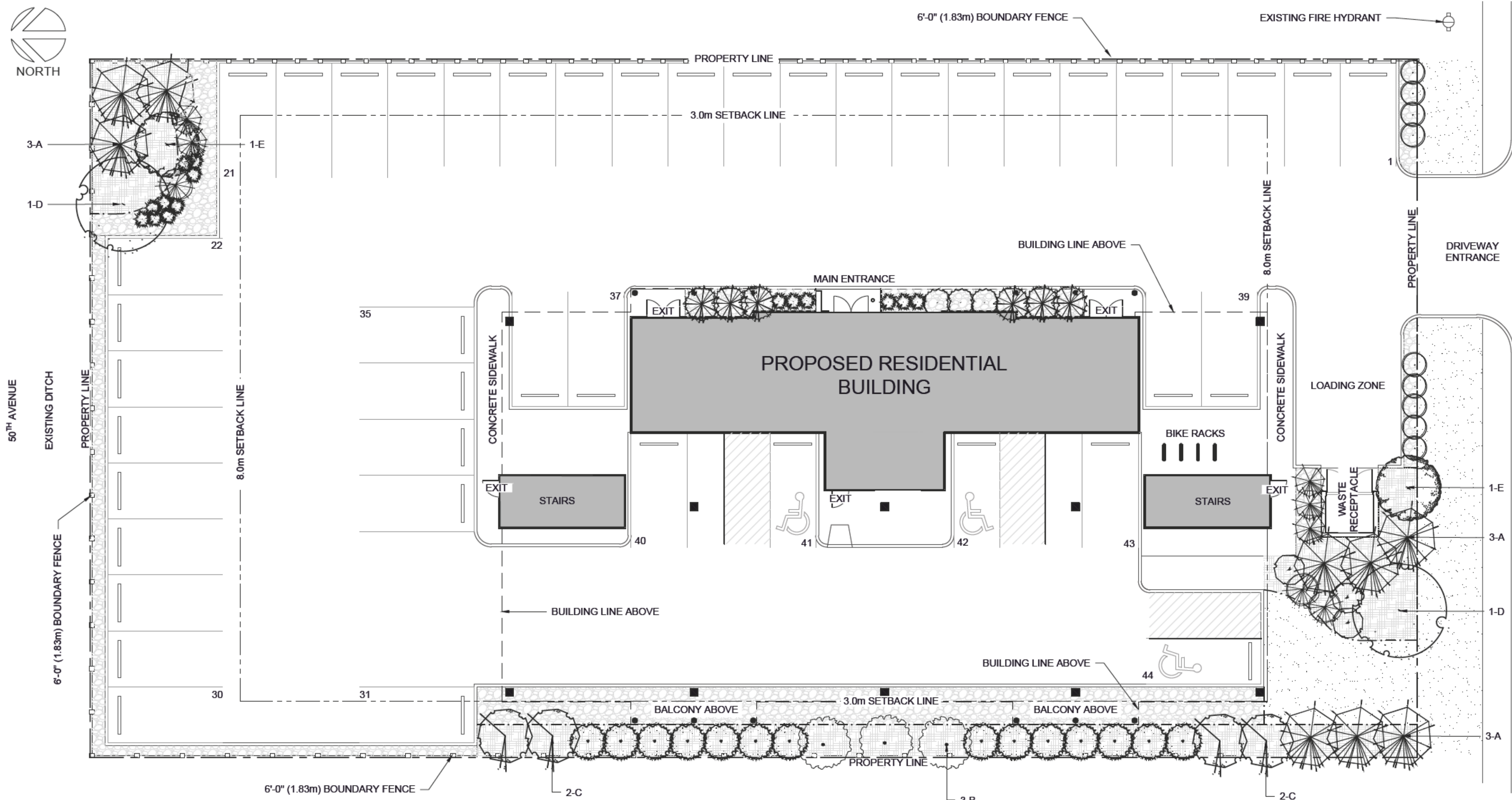
DRAWING NO.

SD302









PLANTING PLAN

SCALE 1:150

LEGEND

- PROPOSED CONIFEROUS TREE PLANTINGS
 - PROPOSED DECIDUOUS TREE PLANTINGS
 - PROPOSED SHRUB PLANTINGS
 - PROPOSED PERENNIAL GRASS PLANTINGS
- SOD ON 200mm DEPTH TOPSOIL. NOTE: SOD TO BACK OF CURB & EDGE OF SIDEWALKS. ENSURE SMOOTH TRANSITION WITH ADJACENT SURFACES. (ON-SITE QUANTITY: 45.0m². OFF-SITE QUANTITY 100.0m²)
- 37mm RUNDLE ROCK TO 50mm DEPTH, OVER HIGH DENSITY WEED BARRIER FABRIC AND 300mm DEPTH TOPSOIL. ROCK MULCH TO BE PLACED LEVEL WITH ADJACENT SURFACES. (QUANTITY: 180.0m²)
- 100mm DEPTH, STRANDED, SHREDDED, SELF-BINDING CEDAR WOOD MULCH OVER HD LANDSCAPE FABRIC AND 300mm DEPTH TOPSOIL. MULCH TO BE PLACED LEVEL WITH ADJACENT SURFACES, CROWN IN CENTRE OF PLANTING BED. (QUANTITY 165.0 m²)
- ALUMINIUM PLANTING BED EDGER

NOTES

- PLANTING NEAR UTILITIES**
- 1.1 The contractor will contact Provincial utility location agency no less than 48 hours prior to construction to locate and stake all underground utilities.
- 1.2 Prior to installation of plant material, the consultant will inspect and approve all staked tree locations with regards to utilities as located by utility location agency.
- 1.3 Where possible, trees shall be set back a minimum distance, measured from the centre of the tree trunk, from above and below grade utilities and property lines:
- | | |
|---|-----------------|
| Distance from light standards | 3.5m |
| Distance from fire hydrants | 3.5m |
| Distance from stop and yield signs | 3.5m |
| Distance from other signs | 2.0m |
| Distance from underground power lines | 1.0m |
| Distance from power hardware (pedestals, transformers) | 3.5m |
| Distance from gas & other services | Contact Utility |
| Distance from shallow underground utilities | 1.0m |
| Distance from sanitary and storm sewers | 1.8m |
| Distance from water mains and services | 2.5m |
| Distance from overhead power utilities shall be as per the requirements established by the Utility Authority. | |
- | | | |
|-----------------------|---------------------|------|
| Arterial Roadway | Median curb face | 2.0m |
| | Boulevard curb face | 1.5m |
| Collector Residential | Median curb face | 1.5m |
| | Boulevard curb face | 1.5m |
| Local Roadways | Median curb face | 1.5m |
| | Boulevard curb face | 1.5m |
| Driveways | | 2.0m |
| Sidewalks | | 1.0m |
- * Any distances less than this are at the discretion of the Town of Calmar
- 1.4 Maintain the minimum defined setbacks from utilities for all excavations.
- 1.5 All tree / shrub excavation closer than the minimum distance to underground utilities shall be hand-dug. The contractor will be responsible for notifying the consultant and affected utility representatives to review and approve all hand-dug excavations. Affected utility representatives must be present to supervise all hand-dug excavations.
- 1.6 Prevent damage to fencing, plant materials, natural features, benchmarks, buildings, pavement, curbs, culverts, and utilities, and make good any changes.
- 1.7 No metal tree stakes to be used within one (1) meter of a power

PLANTING SCHEDULE

Key	Qty	Common Name	Botanical Name	Size	Remarks
Trees					
A	9	Lodgepole Pine	<i>Pinus contorta latifolia</i>	2500mm ht.	W.B. single leader/ specimen
B	3	Muckle Plum	<i>Prunus x nigrella 'Muckle'</i>	50mm cal.	W.B. single leader/ specimen
C	4	Pyramidal Mountain Ash	<i>Sorbus aucuparia 'Fastigiata'</i>	70mm cal.	W.B. single leader/ specimen
D	2	Oakleaf Mountain Ash	<i>Sorbus x hybrida</i>	70mm cal.	W.B. single leader/ specimen
E	2	Ivory Pillar Japanese Tree Lilac	<i>Syringa reticulata 'Willamette'</i>	50mm cal.	W.B. single leader/ specimen
Shrubs					
a	3	Gold Coast Juniper	<i>Juniperus chinensis 'Gold Coast'</i>	450-600mm spr.	#7 container / specimen
b	5	Skandia Juniper	<i>Juniperus sabina 'Skandia'</i>	450-600mm spr.	#7 container / specimen
c	6	Dwarf Mugo Pine	<i>Pinus mugo pumilo</i>	450-600mm spr.	#7 container / specimen
d	3	Variegated Siberian Dogwood	<i>Cornus alba 'Sibirica Variegata'</i>	450-600mm ht.	#6 container / specimen
e	14	Purpleleaf Bailey Select American Haz	<i>Corylus americana 'Purpleleaf Bailey Select'</i>	600-750mm ht.	#6 container / specimen
f	9	Summer Wine Ninebark	<i>Physocarpus opulifolius 'Seward'</i>	450-600mm ht.	#6 container / specimen
g	3	Garland Spirea	<i>Spiraea x arguta</i>	450-600mm ht.	#6 container / specimen
Perennials					
as	15	Karl Foerster Reed Grass	<i>Calamagrostis x acutiflora 'Karl Foerster'</i>	500mm O.C.	#2 container / specimen

BYLAW REQUIREMENTS

MUNICIPAL INFORMATION: 5223 50TH AVENUE, CALMAR, AB.

LEGAL DESCRIPTION: LOT 10, BLOCK 1, PLAN 1221895

EXISTING ZONE: DC - DIRECT CONTROL DISTRICT

LANDSCAPE BYLAW REQUIREMENTS: LANDSCAPING TO BE DEVELOPED TO THE SATISFACTION OF THE DEVELOPMENT AUTHORITY.

PROPOSED PLANT MATERIALS:

TREES: 20
SHRUBS: 43



ALBERTA ONE-CALL
1-800-242-3447

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WARNING
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ISSUED FOR DEVELOPMENT PERMIT
OCTOBER 25, 2022

Rev	Issued	MDY	DESCRIPTION	CR	CR
00	00	10/25/2022	ISSUED FOR DEVELOPMENT PERMIT	CR	CR

Revisions / Issued For

Consultants

Seal

The Alberta Association of Landscape Architects
Cory G. Rockel
Issued for Development Permit
2022-10-25

Rockel Designs #15 51511 RR 264 Spruce Grove, Alberta, T7Y 1C7 Ph: 780-918-0349

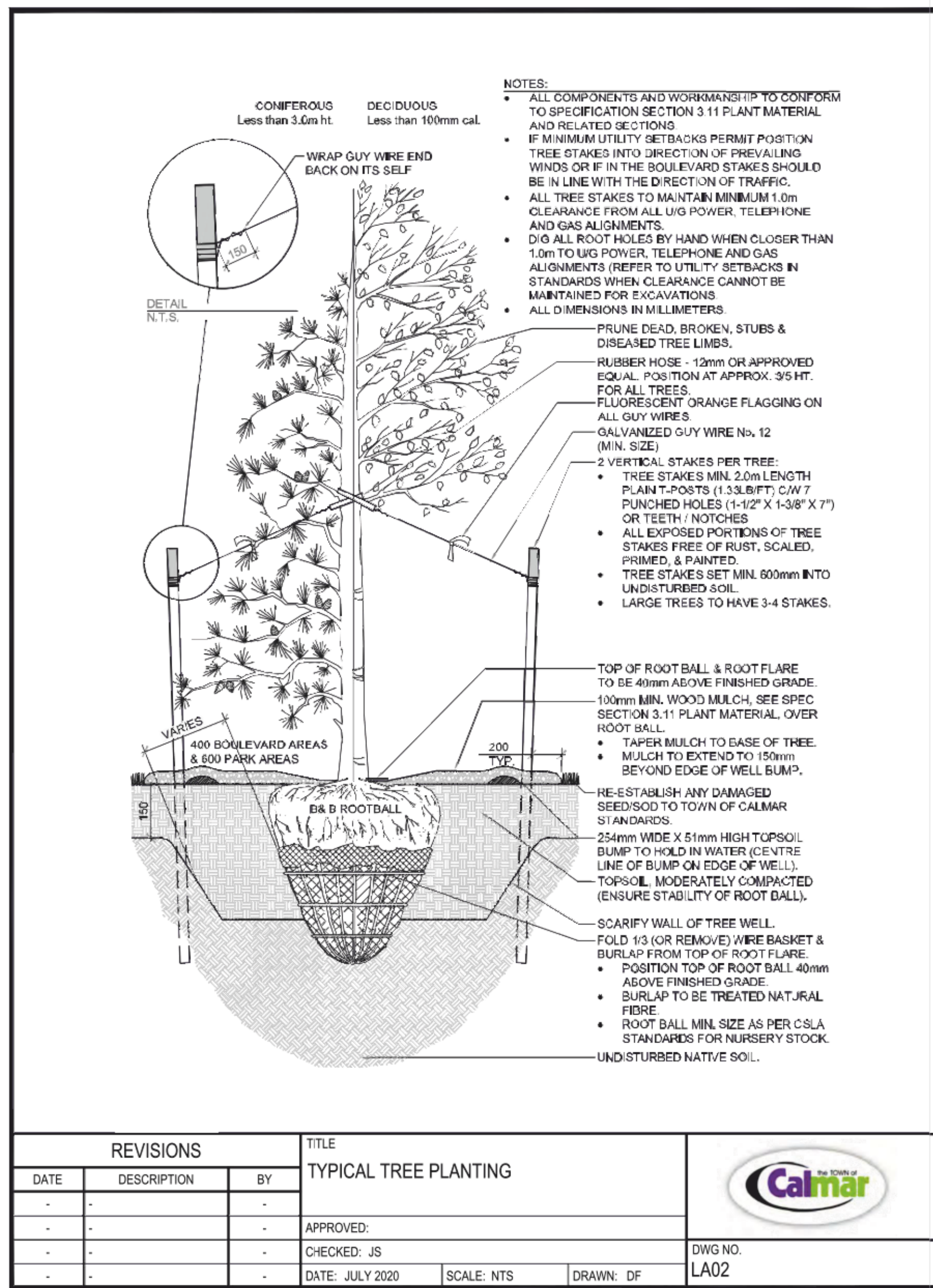
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Date: OCTOBER 25, 2022 Drawn by: CR

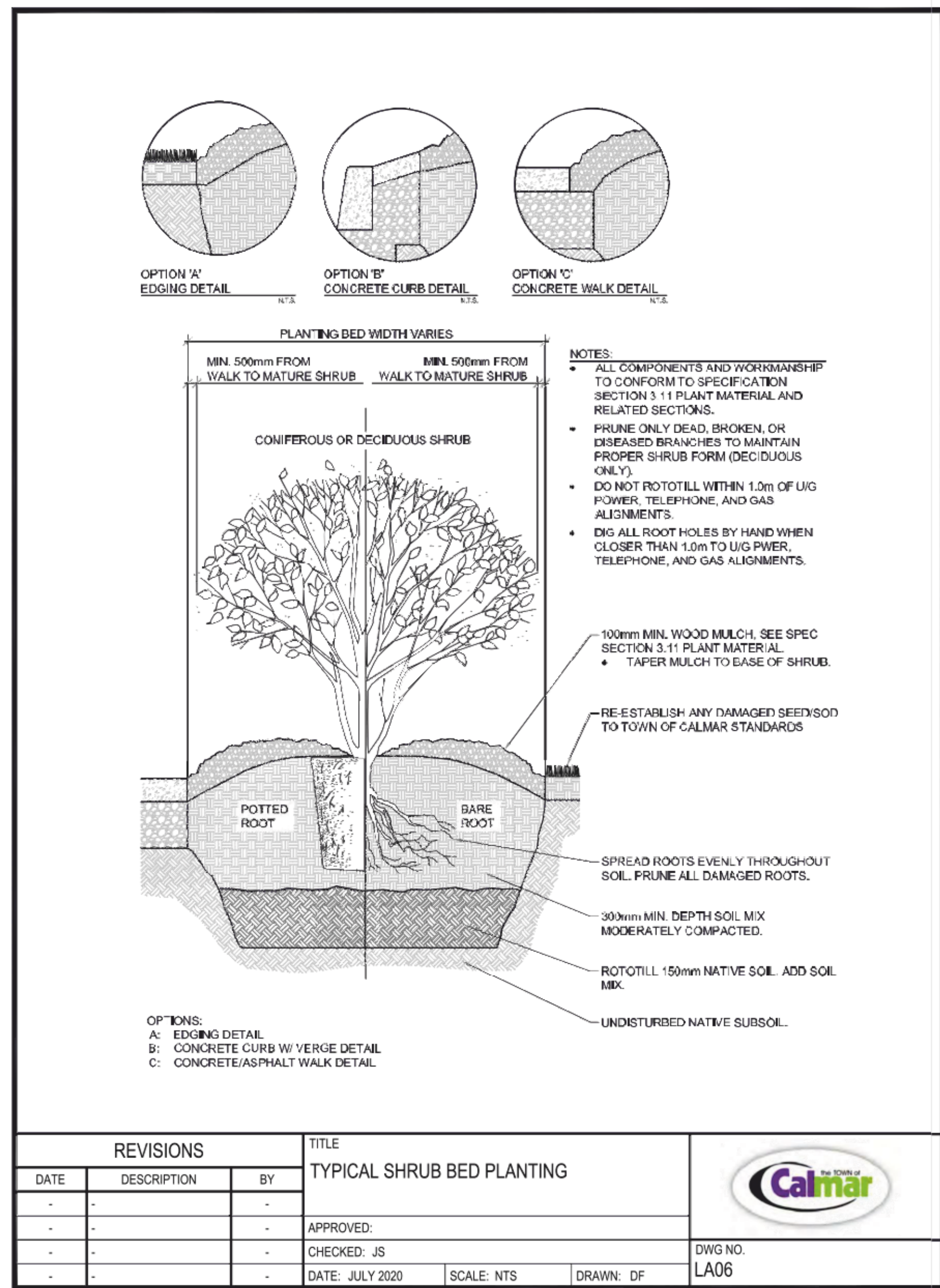
Checked by: CR Designed by: CR

Project:
CALMAR - RESIDENTIAL DEVELOPMENT
5223 - 50TH AVENUE
CALMAR

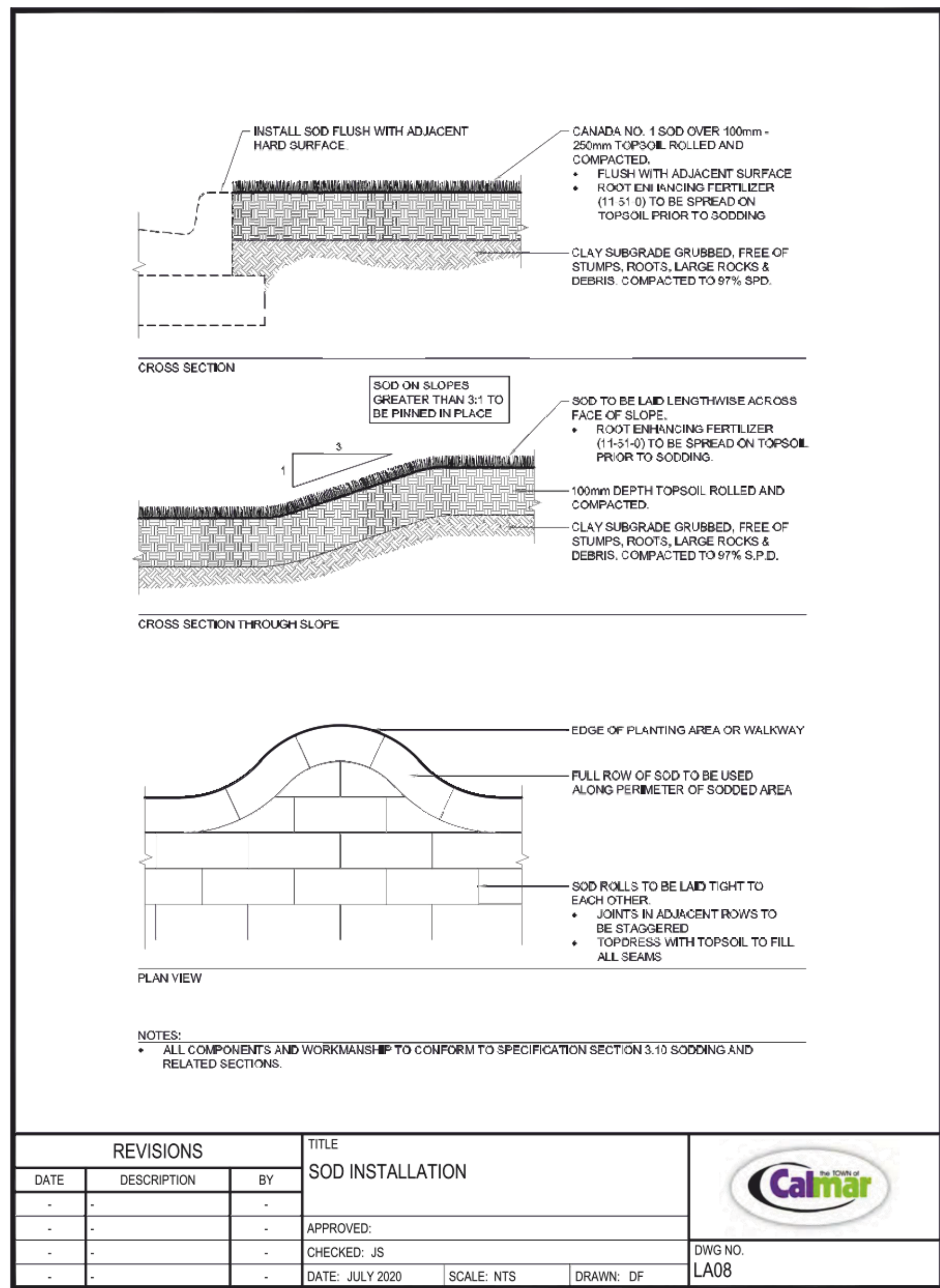
Drawing: PLANTING PLAN L1
Sheet: 00
Revision



1 TYPICAL TREE PLANTING
L2 SCALE: NTS



2 TYPICAL SHRUB PLANTING
L2 SCALE: NTS



3 TYPICAL SOD INSTALLATION
L2 SCALE: NTS

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OCTOBER 25, 2022

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00	00	10/25/2022	ISSUED FOR DEVELOPMENT PERMIT	CR	CR
00	00	10/25/2022	ISSUED FOR DEVELOPMENT PERMIT	CR	CR

Revisions / Issued For

DATE	DESCRIPTION	BY	TITLE	DWG NO.
-	-	-	TYPICAL TREE PLANTING	LA02
-	-	-	TYPICAL SHRUB BED PLANTING	LA06
-	-	-	SOD INSTALLATION	LA08

Seal
The Alberta Association of Landscape Architects
Cory G. Rockel
Issued for Development Permit
2022-10-25

Rockel Designs
#15 51511 RR 264
Spruce Grove, Alberta, T7Y 1C7
Ph: 780-918-0349

Scale: AS NOTED Job No.: 1054.0002
Date: OCTOBER 25, 2022 Drawn by: CR
Checked by: CR Designed by: CR

Project:
CALMAR - RESIDENTIAL DEVELOPMENT
5223 - 50TH AVENUE
CALMAR



TOWN OF CALMAR
DEVELOPMENT AGREEMENT

TOWN OF CALMAR
AND
IRONCO

THIS AGREEMENT made this 3rd day of January, 2023.

BETWEEN:

TOWN OF CALMAR
a municipal corporation,
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

IRONCO INTERNATIONAL INVESTMENTS INC. AND/OR NOMINEE
a named Alberta Corporation duly authorized to carry on business in the Province of Alberta,
(hereinafter referred to as "the Developer")

OF THE SECOND PART

WHEREAS:

- A. The Developer is in the process of becoming the registered owner of the lands described in Schedule "A" attached to this Agreement (hereinafter referred to as "the Lands").
- B. The Developer has authorization from the current owner to proceed with a development permit application.
- C. Pursuant to the redistricting of the Land to Direct Control District 001 (see schedule E for the bylaw), the Developer has applied to the Development Authority for a permit as per the *Municipal Government Act*.
- D. As part of the Redistricting, the Municipality as decided that the Developer shall construct a sidewalk between the Land's driveway and the western property boundary. Said sidewalk shall be located within the 49 Ave road right of way, adjacent to the Lands.
- E. The Municipality and the Developer are agreeing to enter into this Agreement to ensure adequate and timely provision of the work.

NOW THEREFORE, in consideration of the premises and mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Municipality and the Developer agree as follows:

1. INTERPRETATION

1.1 For the purposes of this Agreement, words defined with the Recitals to this Agreement shall have the meaning ascribed therein and the following words shall have the meaning ascribed below:

- (a) "Construction Completion Certificate" shall mean a Certificate issued by the Municipality, certifying the completion of all or a portion of the Municipal Improvements.
- (b) "Design Standards" shall mean the designs, procedures, standards and specifications established by the Municipality respecting the design, construction and installation of the Municipal Improvements, as amended and revised from time to time.

- (c) "Developer's Consultant" shall mean the consulting professionals retained by the Developer and shall include, but not be limited to professional engineers, landscape architects, land use planners, and land surveyors.
- (d) "Final Acceptance Certificate" shall mean a written acceptance issued by the Municipality for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Guarantee Period.
- (e) "Guarantee Period" except where otherwise stated within this Agreement, shall mean a period of ONE (1) year for all Municipal Improvements, but in any event the Guarantee Period shall not expire before the issuance of a Final Acceptance Certificate.
- (f) "Municipal Improvement" shall mean the sidewalk to be built.
- (g) "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction, location and installation of all Municipal Improvements, as approved by the Municipality.
- (h) "Public Property" or "Public Properties" shall include all properties adjacent to the Development Area that are owned or administered by the Municipality, or are to be owned or administered by the Municipality, including roadways, utility rights-of-way or easements.

2. PLANS

2.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to the Development Area, the Developer shall submit Plans for the Municipal Improvements for approval by the Municipality. The Plans shall give all necessary details of the Municipal Improvements to be constructed by the Developer, and shall conform to the Design Standards. The Plans shall be prepared by the Developer's Consultant and signed and certified by a qualified engineer. Where the design of all or any portion of the required Municipal Improvements are entirely contained within the Design Standards, the Developer shall submit the Municipality's standard design obtained from the Design Standards.

2.2 The Municipality agrees that it shall not unduly delay in granting its approval, or in rejecting Plans which have been submitted by the Developer to the Municipality.

2.3 If the Municipality does not approve whatever Plans are submitted by the Developer, the Developer shall be entitled to refer any dispute with regard to the Plans to the Municipality's Council. The decision of the Municipality's Council shall be final and binding.

2.4 The Developer acknowledges and agrees that the Municipality's approval of the Plans is in no way intended to be a warranty, representation or guarantee by the Municipality or its engineer respecting the content of the Plans, including, without restricting the generality of the foregoing:

- (a) whether the Plans are suitable for the intended purpose;
- (b) whether the Plans comply with any required federal, provincial or municipal legislation or regulations;
- (c) whether the Plans comply with the Design Standards; and
- (d) whether the Plans are in accordance with standard acceptable engineering practices.

3. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

3.1 The Municipal Improvements shall be constructed and installed at the Developer's own cost and expense, in a good and workmanlike manner, in strict conformance with the Plans, with proper and accepted engineering and construction practices, in accordance with the terms of this Agreement, in accordance with the Design Standards, and in

accordance with the requirements of law applicable to the construction of the Municipal Improvements. Without restricting any of the foregoing, the Development shall obtain any and all approvals, permits or permissions of any authority, person or board, which are required in relation to the commencement and construction of the Municipal Improvements.

3.2 Notwithstanding the foregoing, it is understood and agreed that the Developer may contract with third party service providers for the purposes of supplying, installing, owning and operating improvements, services or systems forming part of the Municipal Improvements including, without restriction, natural gas, electricity, telephone, internet and cable services. In such instances, the Plans applicable to such portions of the Municipal Improvements shall include copies of the Developer's contract for supply, installation, ownership and operation of such third-party improvements, services or systems.

3.3 The Developer shall commence construction and installation of the Municipal Improvements within Twelve (12) months of the execution of this Development Agreement. The Developer shall complete the construction and installation of the Municipal Improvements prior to the Town granting Occupancy to the building.

3.4 In the event that the Developer has not commenced construction of the Municipal Improvements within the time limits required above, then without limiting other remedies of the Municipality, the Municipality shall be entitled to terminate this Agreement or conduct the work at the Developer's cost.

3.5 At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:

- (a) The Municipality shall have free and immediate access to all records of or available to the Developer and the Developer's engineer or consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.
- (b) The Municipality may:
 - (i) exercise such inspection of the performance of the work as the Municipality may deem necessary and advisable to ensure to the Municipality the full and proper compliance by the Developer with the Developer's undertakings to the Municipality, and to ensure the proper performance of the work;
 - (ii) reject any design, material or work which is not in accordance with the Design Standards or accepted engineering and construction practices;
 - (iii) order that any unsatisfactory work be re-executed at the Developer's cost;
 - (iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
 - (v) order the Developer within a reasonable time to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the Municipality deems reasonably necessary to the proper performance of the work;
 - (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
 - (vii) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements;

and the Developer at its own cost and expense shall comply with the said orders and requirements of the Municipality.

3.6 The Municipality shall have no obligation or duty to exercise any of the Municipality's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements.

3.7 The Developer shall, during the course of the construction and installation of the Municipal Improvements, provide and maintain adequate inspection services, supervised by a professional engineer.

3.8 Nothing set forth in the preceding sections 3.6 and 3.7 shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation and maintenance of the Municipal Improvements as required by the terms of this Agreement.

3.9 The Developer shall take effective measures to reasonably control dust and dirt in and around the Development Area caused by the construction or installation of the Municipal Improvements.

3.10 Upon the completion of the work by the Developer, and prior to the issuance of Construction Completion Certificates for the Municipal Improvements, the Developer's Consultant shall submit to the Municipality a statement under his professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans, in accordance with accepted engineering and construction practices, and in accordance with the Design Standards.

3.11 The Developer covenants and agrees as follows:

- (a) to, prior to the issuance of any Construction Completion Certificate, undertake and complete, to the satisfaction of the Municipality, such work as may be necessary to ensure that the Development Area has positive drainage away from any building to the gutter, ditch or drainage channels and that there will be no unacceptable ponding of water within any of the lots or Public Properties within the Development Area;
- (b) the Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Municipality's satisfaction, of electric power, natural gas, telephone, internet and cable service to the Development Area and within the streets adjoining the Development Area or the lots to be created in the Development Area; and
- (c) that not less than Fourteen (14) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide detailed written proposals for the work to be done within any such property, for approval by the Municipality and to the satisfaction of the Municipality, and no such work shall be commenced prior to the Developer obtaining the written consent of the Municipality to enter upon such Public Properties and complete the work, and the Developer shall indemnify and save harmless the Municipality from and against all losses, costs, claims, suits or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of work by the Developer.

5. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS

5.1 Notwithstanding anything contained in this Section, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Municipality for the performance by the Developer of all of the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Municipality shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

5.2 The Developer covenants and agrees that any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to construct and maintain the Municipal Improvements, or any of them, shall provide:

- (a) that the Third Party shall indemnify and save harmless the Municipality and the Developer from and with respect to any damages, claims or demands whatsoever (including all legal costs and disbursements on a solicitor and client basis) arising out of the performance of any work undertaken by the Third Party or arising in any way from the negligence of the Third Party's servants, agents or employees;
- (b) that the Third Party provide reasonable proof of financial responsibility;
- (c) that the Third Party shall comply with the provisions of the Workers Compensation Act for the Province of Alberta;
- (d) that the Third Party will allow the Municipality access to the work for the purpose of inspection;
- (e) that the works to be performed by the Third Party shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the same by the Municipality;
- (f) that the Third Party shall coordinate with the Municipality work forces and others to facilitate the installation of utilities and shall protect such utilities from damage;
- (g) That the Third Party will carry adequate public liability insurance of an amount and coverage satisfactory to the Municipality, at least equivalent to the cost of the work to be done.

6. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS: TRANSFER OF MUNICIPAL IMPROVEMENTS TO MUNICIPALITY

6.1 The Municipality and the Developer agree that no Municipal Improvement shall be considered complete unless and until:

- (a) the Municipal Improvement has been fully constructed and installed in accordance with the approved Plans;
- (b) the Municipal Improvement has been constructed and installed in accordance with the Design Standards and accepted engineering and construction practices;
- (c) all testing has been completed and the results approved by the Municipality;
- (d) all Public Properties which have been disturbed or damaged have been fully restored by the Developer;
- (e) the Municipal Improvement is suitable for the purpose intended; and
- (f) the Developer has provided the Municipality with the actual costs and sufficient supporting documentation of all Municipal Improvements located on, in or under Public Properties (including utility rights-of-way and easements) in order that the Municipality is able to meet its accounting and reporting requirements for the acquisition of tangible capital assets. Sufficiency of supporting documentation and costs information shall be determined by the Municipality and its auditors.

6.2 When the Developer claims that each of the Municipal Improvements for the Development Area have been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing of such claimed completion to the Municipality.

6.3 Within Sixty (60) days of receipt of such claim of completion, the Municipality shall undertake an inspection of the Municipal Improvements and the Municipality will notify the Developer in writing of its acceptance (by the issuance of a Construction Completion Certificate) or rejection of the Municipal Improvements so completed, together with all reasons for rejection, in writing.

6.4 Notwithstanding the preceding paragraph, the Municipality may give notice to the Developer of the Municipality's inability to conduct an inspection within the said Sixty (60) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until no later than Sixty (60) days following the elimination of such adverse site or weather conditions.

6.5 In the event that an inspection reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Municipality may refuse to issue a Construction Completion Certificate for the Municipal Improvement and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Construction Completion Certificate.

6.6 Not more than Ninety (90) days nor less than Sixty (60) days prior to the expiration of any Guarantee Period for the Municipal Improvements or any portion the Developer shall give notice to the Municipality of expiration of the Guarantee Period for the Municipal Improvements and the Developer shall request a Final Acceptance Certificate in respect to the Municipal Improvements. The Developer's notice shall be accompanied by a list of any deficiencies.

6.7 Within Sixty (60) days of the receipt by the Municipality of a request for a Final Acceptance Certificate, the Municipality shall undertake an inspection of the Municipal Improvements and the Municipality shall within the said Sixty (60) days advise the Developer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements (i.e. any deficiencies referred to by the Developer and any additional deficiencies); PROVIDED, that the above provisions respecting extension to inspection deadlines shall also apply to any request for the issuance of a Final Acceptance Certificate.

6.8 In the event that there are any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Municipality may refuse to issue the Final Acceptance Certificate of the Municipal Improvements and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Final Acceptance Certificate.

6.9 It is understood between the Municipality and the Developer that the Municipality shall be at liberty to issue a conditional Final Acceptance Certificate for the Municipal Improvements and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within Thirty (30) days.

6.10 Upon the issuance of a Construction Completion Certificate by the Municipality for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including utility rights-of-way and easement areas) vests in the Municipality without any cost or expense to the Municipality therefore, and the Municipal Improvements shall become the property of the Municipality. Any Municipal Improvements that are located on private lands shall remain the responsibility of the Developer, subsequent landowner and/or Condominium Corporation, as the case may be.

6.11 The Municipality and the Developer agree, notwithstanding the issuance of a Final Acceptance Certificate for the Municipal Improvements, that the Developer shall be responsible, for a period of FIVE (5) years following the issuance of a Final Acceptance Certificate for the Municipal Improvements, to repair or replace any of the Municipal Improvements where there were any hidden or latent defects (which were reasonably not detected by inspections or

tests actually undertaken) in any of the Municipal Improvements which were not discovered prior to the issuance of the Final Acceptance Certificate. In the event of a dispute regarding this provision, the parties may mutually agree to resolve any dispute under this provision by means of a mutually hiring an independent engineering firm to determine causation of hidden or latent defects in any Municipal Improvements installed and constructed pursuant to this Agreement, which were not discovered prior to the issuance of the Final Acceptance Certificate for the Municipal Improvements.

7. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

7.1 The Guarantee Period in respect to any of the Municipal Improvements shall commence with the Municipality's written Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted).

7.2 If, during the Guarantee Period, any defects become apparent in any of the Municipal Improvements installed or constructed under this Agreement, the Municipality may require the Developer to repair or replace the Municipal Improvements. In such case, the Developer shall, within thirty (30) days of receiving notice from the Municipality, cause such repairs and/or replacements to be done. In the event that the Developer fails to take steps to repair or replace the whole or portion of the Municipal Improvement the Municipality may effect the repair or replacement, at the Developer's cost and expense.

7.3 The Developer covenants and agrees that in the event that the Municipality is of the opinion that any repair or replacement required during the Guarantee Period is of a major nature, the Municipality shall be entitled, in its discretion, to require a further full Guarantee Period for the particular Municipal Improvement, or portion thereof, and such further Guarantee Period shall commence upon the Municipality issuing a Construction Completion Certificate for the repair or replacement work.

7.4 The Developer covenants and agrees that it shall, at the Developer's own cost and expense, be responsible for the cleanup and removal of all construction debris, foreign material and dirt, and to control of dust, noise or any other annoyance originating within or adjacent to the Development Area, until issuance of the Final Acceptance Certificate for the Municipal Improvements. It shall be the responsibility of the Developer to monitor the condition of the Development Area and take immediate action as necessary to comply with the provisions of this Section. In the event that the Municipality considers that any cleanup or removal of construction debris, foreign material or dirt or dust control is required, the Developer shall, within Forty-eight (48) hours of receiving notice from the Municipality, take all necessary action as determined by the Municipality, failing which, the Municipality may take action and charge back all costs and expenses to the Developer.

8. FEES

9.1 The Developer acknowledges that the Municipality will incur costs and expenses in the checking of the Plans for the Municipal Improvements, as well as costs and expenses for the testing and inspection of the Municipal Improvements, which costs and expenses are properly part of the costs of constructing and installing the Improvements and should properly be borne by the Developer. The Municipality and the Developer agree that unless otherwise required by any applicable fees bylaw or any other bylaw of general application, upon the execution of this Agreement the Developer shall pay to the Municipality approval and inspection fees as per the fees established from time to time by the Municipality.

9. DEFAULT BY THE DEVELOPER

9.1 In the event that, the Municipality claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Municipality may give the Developer Thirty (30) days' notice in writing of such claimed default and require the Developer to rectify same within the said period of Thirty (30) days. Without limiting in any way the rights and remedies available to the Municipality pursuant to this agreement, statute, or otherwise, upon a failure by the Developer to rectify a default, the Municipality shall have the option, but not any obligation, to perform the Developer's obligations in default without further notice and at the

Developer's sole cost and expense. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.

9.2 Notwithstanding the foregoing, in the event that the Municipality, in its discretion, considers a situation to be an emergency it may undertake or cause to be done any immediate work in connection with the construction, installation or repair of the Municipal Improvements. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.

9.3 The Developer agrees that the Municipality shall, for purposes of undertaking any emergency work or work to rectify a default, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the Municipality shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.

10. INDEMNITY, INSURANCE AND SECURITY

10.1 The Developer shall indemnify and save harmless the Municipality from any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.

10.2 During the construction, installation and Guarantee Period of the Municipal Improvements contemplated under this Agreement, the Developer covenants and agrees that it shall carry comprehensive liability insurance in the amount of \$2,000,000.00 per occurrence, which insurance shall name the Municipality as an additional insured (as its interest may appear, including with respect to any and all operations by the Developer or its contractors upon or affecting property owned by, or under the care, control and management of, the Municipality) and require that the Municipality shall receive Thirty (30) days' notice of change or cancellation.

10.3 The estimated cost for the Municipal Improvements shall be determined as follows:

- (a) if known at the time that this Agreement is made, as set out in Schedule "D" of this Agreement;
- (b) if unknown at the time that this Agreement is made, where actual tendered costs are available the tendered costs shall be used;
- (c) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Municipality for approval together with all applicable background documentation, and if approved by the Municipality, such cost estimates shall be used; and
- (d) where actual tendered costs are not available and the Developer and the Developer's Consultant has not provided estimates for the Municipality to approve, the Municipality may establish estimated costs in its sole discretion for the purposes of establishing the required security.

11. DELIVERY OF DOCUMENTS TO MUNICIPALITY

11.1 The Developer shall, within Six (6) months following issuance of the Construction Completion Certificate, deliver to the Municipality all inspection and testing records and "as built" Plans and records, in a form and to standards specified by the Municipality which may include paper form, reproducible nylon, video tapes, computer records or design, or any other form required by the Municipality.

12. COMPLIANCE WITH LAW

12.1 The Developer shall, at all times during the construction, installation, maintenance, repair and/or replacement of the Municipal Improvements, comply fully with all terms, conditions, provisions, covenants and details relating to

this Agreement, including as may be set out in the Plans as approved by the Municipality, as may otherwise be required pursuant to this Agreement, or as may be agreed upon in writing between the Municipality and the Developer.

12.2 The Developer shall, at all times, comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Development Area by the Developer.

12.3 The provisions of this Agreement shall be additional to and not in substitution for any law, whether federal, provincial or municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits. This Agreement does not constitute approval of any subdivision and is not a development permit, building permit or other permit granted by the Municipality, and it is understood and agreed that the Developer shall obtain and produce to the Municipality within Twenty-four (24) months of the endorsement of this Agreement all approvals and permits which may be required by the Municipality or any governmental authority.

12.4 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

13. GENERAL

13.1 The Agreement shall be governed by the laws of the Province of Alberta.

13.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

13.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

13.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

Town of Calmar
PO Box 750
Calmar, AB T0C 0V0
Phone: 780-985-3604
Fax: 780-985-3039
Attention: Sylvain Losier
CAO

Ironco International Investments Inc. and/or Nominee
Suite 20, 2nd Floor, 3908 – 97 Street,
Edmonton, AB T6E 6N2
Phone: 780-271-4605
Fax: 780-628-0740
Attention: Karan Luthra

PROVIDED, HOWEVER, that such addresses may be changed upon Ten (10) days' notice; if a notice is mailed it is deemed to be received Seven (7) days from the date of mailing; AND PROVIDED, FURTHER, that if in the event, that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by courier or by hand.

13.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement.

13.6 The Developer acknowledges and agrees that the Municipality shall be at liberty, to file at the Land Titles Office a caveat against the Development Area and against the undeveloped portion of the Lands for purposes of protecting the Municipality's interests and rights pursuant to this Agreement; PROVIDED THAT such caveat shall be discharged by the Municipality upon the issuance of all Final Acceptance Certificates and the satisfaction of any and all obligations of the Developer under this Agreement.

13.7 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Municipality shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

13.8 This Agreement shall not be assignable by the Developer without the express written approval of the Municipality. Such approval shall be subject to Section 15.9 and may be withheld by the Municipality in its discretion. This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.

13.9 It is understood between the Municipality and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Municipality unless and until:

- (a) the proposed assignee enters into a further agreement with the Municipality whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement; and
- (b) the proposed assignee has deposited with the Municipality all insurance and security as required by the terms of this Agreement.

13.10 Time shall in all respects be of the essence in this Agreement.

13.11 The Developer shall be responsible for and within Thirty (30) days of the presentation of an account, shall pay to the Municipality all legal and engineering costs, fees, expenses and disbursements incurred by the Municipality through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.

13.12 In the event, that either party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such force majeure. The obligation of the party giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of One Hundred and Eighty (180) days. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of the Work, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "force majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

14. EXECUTION OF AGREEMENT

14.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

TOWN OF CALMAR

Per: _____
Mayor (corporate seal)

Per: _____
Chief Administrative Officer

IRONCO INTERNATIONAL INVESTMENTS INC.

Per: _____
Director (corporate seal)


Per: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I/WE, KARAN LUTHRA of the City of Edmonton, in the province of Alberta, make oath and say:

1. I am/We are an officer(s) Ironco International Investments Inc., named in the withing or annexed document.

2. I am/We are authorized by the corporation to execute this document without affixing a coprorates seal.

SWORN BEFORE ME at the city)
of Edmonton, in the Province)
of Alberta, this 3rd day of)
January A.D. 2023)
)
_____)
Commisioner of Oaths for the)
Province of Alberta)



Karan Luthra

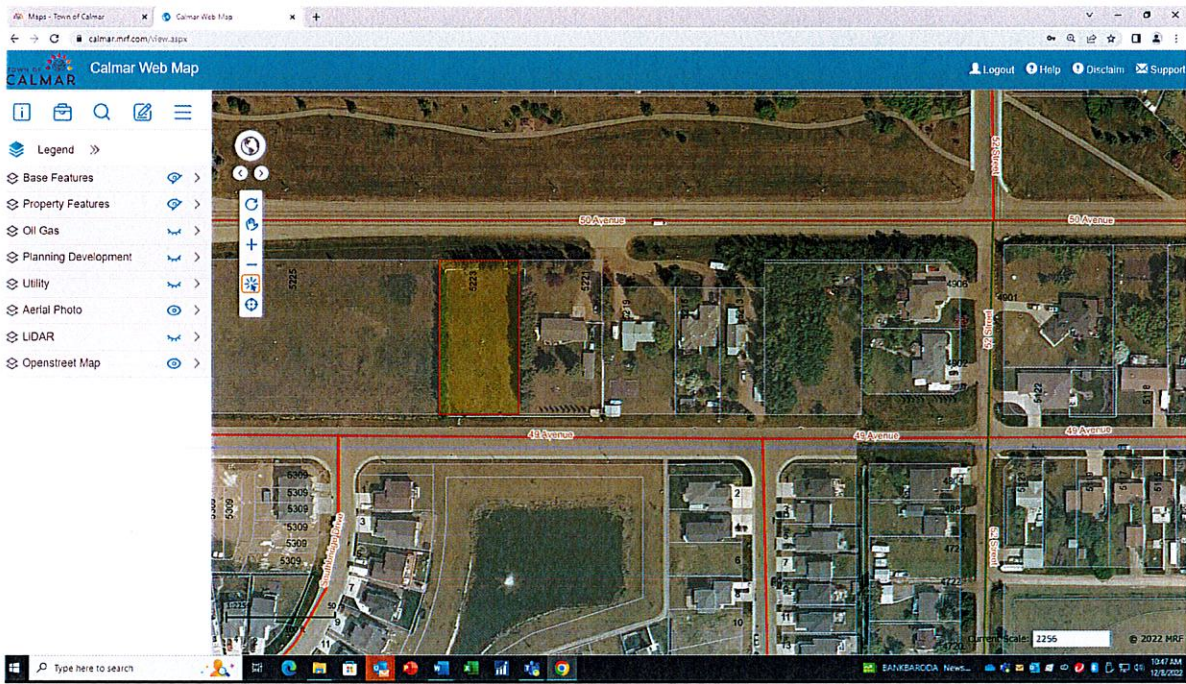
CHUDI ONWUASO
Barrister & Solicitor
Notary Public

SCHEDULE "A" - LEGAL DESCRIPTION OF LANDS

PLAN 122-1895
BLOCK 1
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

Known as 5223 50 Ave

SCHEDULE "B" – THE DEVELOPMENT AREA



SCHEDULE "C" - FEES

A. Approval & Inspection Fees

1. Fees and Calculation – the approval and inspection fees currently due and payable by the Developer pursuant to Section 9 of this Agreement are as follows:

[DRAFT NOTE: Insert Current Fees, Refer to General Fees Bylaw, or Leave Blank as Section 9 Will Apply]

2. Payment – the Developer shall pay the approval and inspection fees applicable to the lands contained within the Development Area as and when required within Section 9 of this Agreement.

SCHEDULE "D" - ESTIMATED COST OF WORK (IF KNOWN)

DEVELOPMENT PERMIT APPLICATION

Please note: If you will be renovating, developing or building, you **must** obtain a Development Permit approval prior to the commencement of any of the actions mentioned below.

I/we hereby make the application for a Development Permit in accordance with the plans and supporting information submitted herewith and which forms part of this Development Permit application.



Date Submitted: 22/09/2022 Development Permit # _____

LEGAL LAND DESCRIPTION FOR PROPOSED DEVELOPMENT:

Lot: 10 Block: 1 Plan: 1221895

Civic Address: 5223 50 AVENUE, CALMAR, AB
Unit/ House Number Street Municipality

Applicant Name: Ironco Master Builders

Mailing Address: Unit 20, 3908 -97 Street, Edmonton, AB T6E 6N2
Unit/ PO Box # Street Municipality Postal Code

Email Address: info@ironco.ca Phone Number: 7802976419
Preferred Contact Number

Registered Property Owner(s) Name: Ironco Master Builders

Mailing Address: Unit 20, 3908 -97 Street, Edmonton, AB T6E 6N2
Unit/ PO Box # Street Municipality Postal Code

Email Address: info@ironco.ca Phone Number: 7802976419
Preferred Contact Number

Proposed Development Description: 35 unit apartment building

Existing Use of Subject Property: Vacant lot

Applicant / Owner Responsibilities:

- To comply with all of the conditions of the Development Permit when issued.
- To protect and prevent from damage any public utilities or local improvements such as water shut-off valves, curbs and curb stops, sidewalks, streets, lanes, and to prevent excess soil being spilled on any and all public streets, lanes and sidewalks.
- Before any excavation or construction is started, the following should be checked:
 - Utilities (location, height or depth. Ensure protection from damage of all utilities, (eg. sewer, water, power, telephone, cable, etc.)
 - Levels - Respecting proposed elevations of finished lanes, streets or avenues, and sanitary storm sewer conditions.
- To carry out the approved construction and allow access for required inspections in accordance with the Safety Codes Act and regulations.
- To ensure that the development site and adjacent properties are kept in a neat and tidy manner free from construction waste and debris.

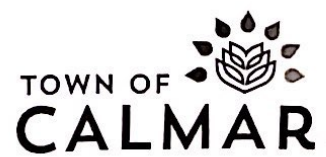
FOIP: The information on this application form is being collected under the authority of the Town of Calmar Land Use Bylaw and will be used to process the application and may be used to provide statistical data. The information is protected by the privacy provisions of the Alberta Freedom of Information and Protection of Privacy Act. If you have any questions on the collection and use of the information provided, contact the Town of Calmar at 780.985.3604

Applicant's Name: Ironco Master Builders
Please Print

Date: September 23, 2022

Signature: [Handwritten Signature]

Your signature hereby acknowledges that you have reviewed and understood the responsibilities associated with this Development Permit application.



THE FOLLOWING INFORMATION IS REQUIRED.

This information must be submitted to ensure a complete Development Permit application.

- Legal Land Description of subject property (provide information on application)
- Name and address of Contractors (provide information on application)
- Civic/municipal address (provide information on application)
- One complete set of blueprints (PDF format is preferred)

Estimated Project Cost: \$3 Million

Estimated Commencement Date: May 15, 2022

Estimated Completion Date: May 15, 2023

Detailed site plan which must include ALL of the following information:

- Scale of plan
- Lot lines showing the dimensions of the subject parcel
- Direction of lot grading and drainage plan (if applicable)
- North arrow
- Location, identification and dimensions of all existing and proposed building and structures including any outside storage as a part of the proposed development
- Show all existing and proposed setbacks from ALL property boundaries
- Locations of any and all utility easements and rights-of-way
- Location and details of proposed landscaping, fencing and screening
- Location of existing and proposed on-site parking
- Names of adjacent roads
- Existing and proposed approaches / access

If the Development Permit does not have the required information, the Development Officer may refuse to accept the Development Permit application if the quality of the information provided is inadequate to properly evaluate the application.

The Development Permit will be reviewed to determine if the Development Permit is deemed complete. The Development Officer may require you to submit further information to enable the Development Officer to render a decision regarding the proposed development. If the application is deemed complete, you will be provided written acknowledgment that a complete application has been received. An approved or refused Development Permit will be sent to you.

Permit fee received: _____ Damage deposit: _____
(if applicable)

Be advised that if the proposed Development is not started within one (1) year from the date of approval, the damage deposit will be forfeited to the Town of Calmar.

Initials: _____

OFFICE USE ONLY

LAND USE DISTRICT _____

APPROVED SUBJECT TO THE CONDITIONS SHOWN ON DEVELOPMENT PERMIT#: _____

REFUSED FOR THE REASON(S) SHOWN ON REFUSED DEVELOPMENT PERMIT #: _____

DEVELOPMENT OFFICER SIGNATURE: _____ APPROVED STAMP: _____

AUTHORIZATION FOR ELECTRONIC COMMUNICATION

Owner(s) consent to receive electronic communication by an authorized person of the Town of Calmar for the purpose of conveying information relative to a Development Permit Application.

Section 608 (1) of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended states:

- 608** 1) Where this act or a regulation or bylaw made under this Section requires a document to be sent to a person, the document may be sent by electronic means if;
- a) the recipient has consented to receive documents from the sender by those electronic means and has provided an email address, website or other electronic address to the sender for that purpose.

In accordance with the above Section and municipality's Land Use Bylaw requirements, it is necessary that this form be completed and returned with your application submission in order that an authorized person from the Town of Calmar may be able to communicate information to you electronically regarding your file.

I/We grant consent for an authorized person of the Town of Calmar Yes No to communicate information electronically regarding my/our file.

Legal land description: Lot 10, Block 1, Plan 1221895

Applicant or registered owner's name as per certificate of title: Ironco Master Builders

Name of signing authority (if owner is a numbered company): Vishal Luthra

Email address, website or other electronic address: info@ironco.ca or Luthra1@gmail.com

Name: Vishal Luthra
Please Print

Date: September 29, 2022

Signature: 

This information collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will be used to administer a subdivision application and decision. The personal information provided will be protected in accordance with Part 2 of the Act.

AGENCY AUTHORIZATION FOR ELECTRONIC COMMUNICATION

Agency/municipality consent to receive electronic communication by an authorized person of the Town of Calmar for the purpose of conveying information relative to a Development Permit Application.

Section 608 (1) of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended states:

- 608** 1) Where this act or a regulation or bylaw made under this Section requires a document to be sent to a person, the document may be sent by electronic means if;
- a) the recipient has consented to receive documents from the sender by those electronic means and has provided an email address, website or other electronic address to the sender for that purpose.

In accordance with the above Section and municipality's Land Use Bylaw requirements, it is necessary that this form be completed and returned with your application submission in order that an authorized person from the Town of Calmar may be able to communicate information to your electronically regarding your file.

I/We grant consent for an authorized person of the Town of Calmar Yes No to communicate information electronically regarding my/our file.

Legal land description: Lot 10, Block 1, Plan 1221895

Name of agency/municipality: Ironco Master Builders

Name of signing authority: Vishal Luthra

Email address, website or other electronic address: info@ironco.ca or LuthraI@gmail.com

Name: Vishal Luthra

Please Print

Date: Septmeber 23, 2022

Signature: 

This information collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will be used to administer a subdivision application and decision. The personal information provided will be protected in accordance with Part 2 of the Act.



T780.985.3604 F780.985.3039 PO Box 750 Calmar, AB T0C 0V0
Calmar.ca



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

Phone: (780) 985-3604 Fax: (780) 985-3039

INVOICE

Customer

Ironco Master Builders
Unit 20, 3908 - 97 Street

Edmonton AB T6E 6N2

Date: 11/4/2022
ID: IRON004
INVOICE #:
IVC11739

Payment Terms: Net 30 Days

Quantity		Unit Price	Total
1.00	DEVELOPMENT FEES	\$1,820.00	\$1,820.00
1.00	DAMAGE DEPOSIT Damage Deposit	\$1,000.00	\$1,000.00

A penalty of 2% will be applied to outstanding balances 30 days and over.
Data contained on this form is subject to
Province of Alberta Freedom of Information and Personal Privacy Act.

Subtotal \$2,820.00
GST \$0.00
Total \$2,820.00
GST# 10812 5428 RT0001

Remittance Slip

Town of Calmar, Box 750, Calmar, AB. T0C 0V0

Customer ID: IRON004

Ironco Master Builders
Unit 20, 3908 - 97 Street

Edmonton AB T6E 6N2

Invoice IVC11739
Subtotal \$2,820.00
GST \$0.00
Total \$2,820.00

**ALL INVOICES DUE WITHIN 30 DAYS OF INVOICE DATE - PAYABLE TO TOWN OF CALMAR
PLEASE INCLUDE REMITTANCE SLIP WITH PAYMENT**

February 7, 2023

To whom it may concern

Dear Sir/Madam,

Re: Town of Calmar's support for a unique project

The Town of Calmar is very enthusiastic about the unique project proposed by Ironco International Investment Inc. With its proposed 35 dwelling units and the location selected, this project will:

- Considerably increase the diversity of the housing stock;
- Offer opportunities to those who are in need of 1-2 bedrooms apartment when these are in very short supply within the community;
- Create residential opportunities within proximity to Calmar's amenities such as Downtown, the Calmar Outdoor Recreational Grounds, and the future community of Thomas Creek.

In support of this project, Calmar has redistricted the subject property, located at 5223 50 Ave to Direct Control. The bylaw was approved on September 19, 2022. In its decision to support the project, Council approve a district that:

- Reduces parking requirements; and
- Increases lot occupancy, building height, as well as maximum residential density.

These changes are enabling the proposed development which is an efficient built form that will help address Calmar's housing needs. Although the Town does not have official statistics, numerous discussions with residents and employers have confirmed the urgent need to grow the housing stock and its affordability.

In addition to the support tied with the land use bylaw (zoning), the Town is also providing support by:

- Insert decision on DP
- Insert decision on waiving building permit fees

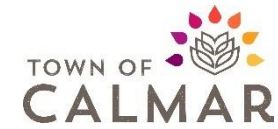
- Insert decision on property tax

In closing, the Town of Calmar would like to stress the importance of this project for our community, hence the support it has and will continue to receive from Council and Administration. Providing housing choice and affordability is crucial for healthier lifestyle, business expansion/retention, and simply creating vibrant and sustainable communities. We hope that you will join us in supporting this project towards its fruition within the Town of Calmar.

Respectfully,

Mayor Sean Carnahan





Town of Calmar

Growth Report for Discussion

Meeting:	Regular Meeting of Council
Meeting Date:	February 6, 2023
Originated By:	CAO Losier
Title:	Growth Report – January 2023
Approved By:	CAO Losier
Agenda Item Number:	8 E

BACKGROUND:

The following table depicts the development permit activities in January.

Permit #	Date	Civic Address	Applicant	Project	Value	Variance	Type	Authority	Comments
2023-001D	Jan. 06	4740 - 50 Ave	TMP Collective/ Dajana Ambury	new business		no		DO	None
2023-002D	Jan. 12	5006 - 42 Ave	Monique Spreen	new business		no		DO	None
2023-003D	Jan. 10	19 Southbridge Drive	London Homes	deck	\$5,000.00	yes	Rear and side yard setback	MPC	Permit cancelled
2023-004D	Jan. 25	5113 - 47 Street	Kari Scott	Home base business, minor	\$0.00	no		DO	None

From: [Karen Buss](#)
To: [Sylvain Losier](#); [Heather Bryans](#)
Subject: FW: The NPF's Recommendations for a Safer Alberta - Budget 2023
Date: Friday, January 13, 2023 9:49:54 AM
Attachments: [image542672.png](#)
[image851932.png](#)
[image569176.png](#)
[image789659.png](#)
[image674250.png](#)

From: Maryanne King <mking@npf-fpn.com>
Sent: January 13, 2023 9:18 AM
To: Sean Carnahan <SCarnahan@calmar.ca>
Cc: Karen Buss <KBuss@calmar.ca>
Subject: The NPF's Recommendations for a Safer Alberta - Budget 2023

Good morning Mayor Carnahan,

We hope you are well, and that the Town of Calmar is looking ahead to a prosperous 2023.

We continue to push back against the government's unnecessary, expensive, proposed provincial police service transition that is both unpopular and unfounded.

I'm connecting to share the National Police Federation's 2023 provincial pre-budget submission that was sent to the Government of Alberta earlier this month with you. Instead of spending the proposed \$371 million for one-time transition costs, we have made specific investment recommendations of the same amount to the Government of Alberta. Our recommendations direct this funding into concrete steps that the government can take toward improving public safety across the province today and into the immediate future.

Some highlights of our submission's recommendations include:

- \$164M to increase Regular Member strength by 633 additional positions, plus 250 administrative support staff;
- \$38M invested in proactive initiatives to reduce rural crime across the province, with an additional \$100M invested into areas across the public safety continuum to support rural and remote community access to services; and,
- \$4M in grant funding to municipalities in support of the implementation of Police Advisory Committees.

A release on our recommendations is [available for your reference](#), and a copy of our submission can be [accessed on our website for your consideration](#).

As we move toward a pivotal time for Alberta, we are asking the Government to listen to Albertans and invest in the critical services and programs they care about most.

If you have any questions or comments, please don't hesitate to connect.

Kind regards,

Maryanne King

Policy Advisor | Conseiller Politique

National Police Federation | Fédération de la Police Nationale

(587) 672-0695

npf-fpn.com



**NATIONAL
POLICE
FEDERATION**

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DE LA POLICE
NATIONALE**

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 National Police Federation

NPF coffee table book
now available to pre-order!

**Why We Serve : Stories of
Today's RCMP Members
– Celebrating 150 Years**



Livre de prestige de la FPN maintenant
disponible en précommande !

**Pourquoi nous servons :
Histoires des membres de la GRC
d'aujourd'hui – Célébrons 150 ans**

The mission of the National Police Federation is to provide strong, professional, fair and progressive representation to promote and enhance the rights of RCMP Members. La mission de la Fédération de la police nationale est de fournir une représentation forte, professionnelle, juste et

progressive afin de promouvoir et faire avancer les droits des Membres de la GRC.

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January 12th, 2023

The Honourable Jason Copping
Minister of Health
204, 10800 – 97 Avenue
Edmonton, AB T5K 2B6

VIA EMAIL health.minister@gov.ab.ca

Re: Ambulance Crisis

Dear Minister Copping:

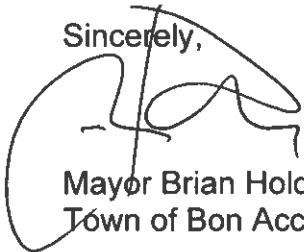
At the Regular Bon Accord Council Meeting on December 6, 2022, Council received a copy of correspondence from the Town of Ponoka to the Ministry of Health requesting support for their local fire department as first responders for emergency ambulance calls. Bon Accord Town Council fully stand with Ponoka in support of their request for better delivery of ambulance services across the province.

The incidents described in the letter show that ambulance service for rural Albertans is in severe crisis. What steps are being taken to remedy this detrimental situation for our communities? As Canadians, our section 7 Charter right to life, liberty, and security of person should be top priority. The current state of our ambulance service, or lack thereof, affirms instead that these rights hang in the balance.

These incidents, and others across the province, also show the value local fire departments bring to our communities. The lack of adequate ambulance service is placing unfair stress and expectations on volunteer firefighters and further putting the health and safety of Albertans in jeopardy.

These community volunteers and our communities deserve better. We hope your Ministry will make positive changes moving forward to uplift our communities during these difficult times.

Sincerely,



Mayor Brian Holden
Town of Bon Accord

cc: Premier Danielle Smith
Rachel Notley, Leader of the Opposition
Alberta Municipalities
Dale Nally, MLA – Morinville-St. Albert
Pat Mahoney, Fire Chief – Town of Bon Accord

January 20, 2023

AR 300

Dear Chief Administrative Officer:

The world is becoming increasingly digital and it is critical that Alberta is keeping pace with technology and expectations of communities and Albertans. The Government of Alberta has been exploring how we can deliver world-class digital services to Albertans, modernize our processes and deliver better, faster and smarter services.

The Ministry of Technology and Innovation (TI) is leading efforts to make technology and innovation the driving force behind Alberta's economic diversification and growth. We are invested in digital transformation as a way to improve digital government services and to ensure all services are accessible and inclusive.

Over the past several months, our Ministry has been developing a Digital Strategy, which will help the government modernize digital service delivery and improve user experiences by better integrating technologies into the delivery of government services. The proposed strategy will help the government:

- Respond to the greater reliance on digital government services among Albertans;
- Help deliver high quality digital services;
- Recognize how the Internet has changed the lives of Albertans; and
- Accelerate the growth of the new digital economy in Alberta.

The Government of Alberta cannot do our digital transformation work alone, and our number one priority is to serve Albertans and improve their quality of life. As we move forward with advancing our Digital Strategy we want to work with municipalities. We recognize and greatly appreciate the contributions of municipalities across the province in strengthening our economic and social prosperity. We are interested in learning about how residents within your municipalities engage with government services in a virtual manner and in hearing your feedback on our upcoming Digital Strategy. We are all in the service of our citizens and/or residents and we want to ensure they have a positive user experience when they interact with us.

.../2

Strategy development will be an ongoing process as we connect with partners across the province with a focus on improving the user experience. We intend to specifically engage municipalities over the coming months as we work towards implementing the strategy in a meaningful way. Technology and Innovation will be reaching out in the near future to seek your interest in engaging.

Should you have any questions or feedback on the proposed Digital Strategy or future opportunities to engage with your municipality, please contact Michael Crerar, Executive Director, Partnerships (michael.crerar@gov.ab.ca).

Please find the draft Digital Strategy Executive Summary attached. Please note that this is a confidential document, and we kindly request that you not share it externally.

We believe that Alberta's challenges are best solved together, and I look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'David James', with a long horizontal flourish extending to the right.

David James
Deputy Minister

Attachment – Executive Summary – Government of Alberta Digital Strategy

Executive Summary – Government of Alberta Digital Strategy

In 2020, Albertans quickly adapted and found new ways to excel while working, accessing government services, and connecting with loved ones virtually during the COVID-19 pandemic. The usage of digital government services through www.alberta.ca increased by more than 300 percent, and mobile access increased by 500 percent.

As the province emerges from the pandemic, the expectations of Albertans have shifted and there is a greater reliance on accessing on-demand virtual government services. Through the Government of Alberta Digital Strategy, we have an opportunity to modernize digital service delivery and improve user experience by better integrating technologies into the delivery of government services.

The new delivery model outlined in the Strategy provides government with better access to technological expertise, develops clearer standards, lowers delivery risk, and reduces opportunity costs. It will also enable highly skilled teams to provide services in a fast and more cost-efficient manner. The Strategy will result in the government being able to do more for less cost, will allow government to be more responsive and adaptive to changes, and will ensure digital services meet the expectations of users and achieve positive outcomes.

The Digital Strategy

The Government of Alberta Digital Strategy will:

- Respond to the greater reliance on digital government services among Albertans;
- Help the Government of Alberta deliver high quality digital services;
- Recognize how the Internet has changed the lives of Albertans;
- Modernize government service delivery; and
- Accelerate the growth of the new digital economy in Alberta.

The Government of Alberta Digital Strategy will achieve these goals through the following activities:

- Integrate technologies into all areas of service delivery;
- Eliminate the administrative burden among Albertans while they interact with government;
- Create the processes and implement the technologies required to provide high-quality services to meet the needs of Albertans; and
- Develop productive data and technology infrastructure.

The Strategy will be led by the Ministry of Technology and Innovation in close collaboration with all provincial Ministries, supported by the Deputy Minister's Data and Digital Committee, a new Digital Investment Board, and newly developed product teams of government employees. The Government of Alberta Digital Strategy is a living document and will cover a three-year time period. Quarterly updates will be provided on progress and changes to the Strategy will be made with input from Albertans.

Digital services will be built using standard platforms such as cloud hosting, software development, and testing services that accelerate development and deployment of technologies through automation. During the implementation phase, digital services will replace current technologies and outdated storage infrastructure to improve user experience, efficiency, and cost effectiveness. This will result in digital services that improve the quality of life of Albertans who seek access and support from the government.

A new ecosystem of common data services will be developed through this strategy. Live structured datasets, for example, will be created to enable teams to easily build services and liberate data from closed legacy systems. Common data services will help the government meet the needs of Albertans by providing accurate, authoritative sources of data while also protecting user privacy.

Strategy implementation will require new roles, skills, and agile, citizen-focused approaches to service design and delivery. Hands-on designers, developers, and technology experts will be an integral part of our future workforce and the Strategy will aim to make the Government of Alberta an appealing employer for those with these specialized skills. The Strategy sets out 14 criterions to help in-house and vendor teams design and deliver efficient services for Albertans, such as:

- Understanding users and their needs before developing a solution;
- Structuring budgets and contracts to support agile service delivery; and
- Effectively measuring performance.

Our Vision

Our vision is to help Alberta become a leader in delivering world-class digital services and opportunities for all Albertans. The Government of Alberta will achieve this vision by completing the three missions described below:



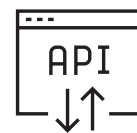
Mission 1: User-centred services

- We will redesign Government of Alberta services to meet the needs of all Albertans with fast, seamless access to services when needed.
- We will redesign and improve the highest-impact services.
- We will mandate that all services meet a new Government of Alberta Digital Service Standard.
- We will provide a seamless user experience for all services through alberta.ca.
- We will more smartly invest in digital technology.



Mission 2: Digitally capable public service

- We will develop and implement the processes and technologies needed for the Government of Alberta to become a leader in digital service delivery and create more opportunities for innovation.
- We will invest in internal teams to design, develop, operate, and continuously improve citizen-centred digital services.
- We will develop a digital leadership team at senior levels of government.
- We will create a workplace where digital, data, and technology professionals are supported.
- We will adopt and scale Internet-era ways of working in government.
- We will reshape how the government purchases digital products and services.



Mission 3: Flexible modern foundations

- We will create a new generation of shared components, APIs, and data services.
- We will fully utilize the cloud and other commodity services.
- We will adopt open standards and favour the use of open-source technologies.
- We will commit to replacing legacy technology systems that constrain our public services.
- We will work towards continuous improvement of digital services.

A New Standard That Government Services Must Meet

Today, our services are inconsistent and often do not meet users' expectations. Standards and the guidance supporting them are among the most powerful ways to address this by changing the incentives acting on public servants at scale.

We have adapted the GoA Digital Service Standard from tried and tested standards in other jurisdictions, including Ontario, the UK, and Australia. It sets out 14 criteria to help in-house and vendor teams design, deliver, and operate simpler, faster, smarter services for Albertans



Understand users and their needs before the solution.

Develop a deep and ongoing understanding of who the service users are, how they behave, and what that means for the design and evolution of the service.



Establish and empower the right team.

Put in place a multidisciplinary team that can create, operate, and continuously improve the service in a sustainable way. A suitably skilled product owner, who is empowered to make decisions, should lead the team.



Iterate and improve frequently.

Start small and scale the service rapidly using agile ways of working. Design with users and continuously improve services based on their feedback.



Operate a reliable service.

Sustainably resource the service so it can operate, improve, and adapt to changing user needs with minimum disruption for users.



Structure budgets and contracts to support agile delivery.

When buying products, services, or solutions, apply modular contracting principles to mitigate risk, avoid vendor lock-in, and encourage the delivery of working software to users at pace.



Create a secure, ethical service that protects user privacy.

Identify the data the service will use, store, or create. Apply privacy by design principles and appropriate legal and security measures to protect users as they use the service and afterwards. Ensure ethical data usage throughout the service.



Make the service simple to use.

Ensure that users can do what they need to do as simply as possible and succeed the first time with minimal help.



Make the service accessible and inclusive.

Design the service for inclusion so that all who need it can use it. A diverse, inclusive delivery team improves the chance of success.



Design and test the service from end to end.

Design a seamless, resilient, omnichannel experience that meets user needs. Test end-to-end, early and often, with users to validate this.



Choose the right tools and technology.

Choose technology that is scalable, interoperable, secure, accessible, and open, showing a bias to small pieces of technology, loosely joined.



Work in the open.

Make new source code and non-sensitive data open and reusable. Expose the service via an API that can be used within and (where possible) beyond the government. Share research, learning, and progress openly throughout the service's design, build, and operation.



Use and contribute to open standards, common components and patterns.

Build on open standards, common components, and patterns from inside and outside the GoA. Identify and share any patterns and components that are developed so that others can use them.



Measure performance.

Measure how well all parts of the service work for users, including how people interact with it in real time and publish performance data.



Make data useable.

Ensure data will map into other services, and follows standards for data governance, metadata management, and quality assurance. Also, ensure that data will support a more precise understanding of service performance.

Final Thoughts

The implementation of the Strategy will impact all services provided by the Government of Alberta to citizens, businesses, professionals, and internal government services. Small teams inside and outside government will have the resources needed to create and iterate services at a pace necessary to meet the needs of all Albertans and make the Government of Alberta a leader in digital public service delivery.

Flexible and modern technologies will support public service delivery, replacing old technology and ensuring that services meet the new Government of Alberta Digital Service Standard. These changes will serve to attract small, medium, and large enterprises, students, and new graduates to work with and innovate around government, stimulating design and technology jobs. This agile approach will also translate to other areas of government, with policy teams being able to test new ideas in a much shorter timeframe and receive feedback from real users. Technology funding will also be aligned with the new Government of Alberta Digital Service Standard so digital government services will meet the needs of Albertans with less financial investment required from government. Finally, all Albertans including citizens, businesses, professionals, and public servants will enjoy more simple and efficient digital services. These commitments will be delivered alongside the actions outlined in the Alberta Broadband Strategy and will align with the upcoming Government of Alberta Data Strategy.