

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD
IN PERSON AND VIRTUALLY ON FEBRUARY 21, 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 – None |
| 4. | Delegations – None |
| 5. | Adoption of Minutes
a) Regular Council Meeting – January 06, 2023 |
| 6. | Unfinished Business – None |
| 7. | Bylaws or Policies - None |
| 8. | New Business
a) Black Gold Regional School – Joint Use Agreement – Discussion Only
b) Black Gold Regional School – Joint Planning Agreement – Discussion Only
c) Farm Safety Centre – Request for Donation |
| 9. | Financial – None |
| 10. | Department Reports – None |
| 11. | Council and Committee Reports
a) Mayor Carnahan
b) Councillor Faulkner
c) Councillor Gardner - Not Provided
d) Councillor McKeag Reber
e) Councillor Benson |
| 12. | Action Items – None |
| 13. | Correspondence
a) Camrose Casino Appeal to AGLC – Letters of Support
b) Solution 105 – Volatile Utility Rates
c) Rural Charities AGLC Gaming Revenues Equality
d) Letter to Library Board |
| 14. | Clarification of Agenda Business – (Open mic) |
| 15. | Closed Session
a) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act) |
| 16. | Adjournment |

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD IN PERSON
AND VIRTUALLY ON MONDAY FEBRUARY 06, 2023**

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1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of February 06, 2023, to order at the hour of 7: 02pm.

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

Absent with regrets: Councillors McKeag Reber & Benson

2. **ADOPTION OF AGENDA:**

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

**CARRIED
R-23-02-0024**

3. **PUBLIC HEARINGS:**

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

Public Hearing opened @ 7:04 pm

Jay Simard – 5118 – 52 Avenue – Addressed Council
Barbra Styner – 5011 – 45 Avenue - Addressed Council

Public Hearing closed @ 7:20 pm

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

Public Hearing opened @ 7:20 pm

Barbara Styner – 5011 – 45 Avenue - Addressed Council

Public Hearing closed @ 7:37 pm

4. **DELEGATIONS:**

- a) **MNP Audit Service Plan**

Mayor Carnahan thanked the delegate from MNP for their presentation of the audit service plan at the time being 7:48 pm

5. **ADOPTION OF MINUTES:**

- a) **Regular Council Meeting** – January 16, 2023

Moved by Councillor Gardner that the minutes of the Regular Council Meeting of January 16, 2023, are hereby approved as presented.

**CARRIED
R-23-02-0025**

6. **UNFINISHED BUSINESS:** None

7. **BYLAWS or POLICIES**

- a) **Bylaw #2023-01** – Temporary Borrowing

Moved by Councillor Gardner that Council pass a motion to give first reading to Bylaw #2023-01 – Temporary Borrowing as amended.

**CARRIED
R-23-02-0026**

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b) Policy #2023-104 – Development Officers Powers

Moved by Councillor Gardner that Council pass a motion to adopt Policy #2023-104 as amended.

**CARRIED
R-23-02-0027**

c) Bylaw #2023-12 – Development Authority Bylaw

Moved by Mayor Carnahan that Council pass a motion to give first reading to Bylaw #2023-12 – Development Authority.

**CARRIED
R-23-02-0028**

Moved by Councillor Faulkner that Council pass a motion to give second reading to Bylaw #2023-12 – Development Authority.

**CARRIED
R-23-02-0029**

Moved by Councillor Gardner that permission be granted for the presentation of Bylaw #2023-12 – Development Authority, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0030**

Moved by Councillor Faulkner that Council pass a motion to give third reading to Bylaw #2023-12 – Development Authority.

**CARRIED
R-23-02-0031**

d) Bylaw #2022-22 – Fees & Charges Bylaw

Moved by Councillor Gardner that Council pass a motion to give second reading to Bylaw #2022-22 – Fees & Charges as amended.

**CARRIED
R-23-02-0032**

Moved by Councillor Faulkner that Council pass a motion to give third reading to Bylaw #2022-22 – Fees & Charges as amended.

**CARRIED
R-23-02-0033**

e) Bylaw #2023-06 – Business Licensing Bylaw

Moved by Mayor Carnahan that Council pass a motion to give first reading to Bylaw #2023-06 – Business Licensing.

**CARRIED
R-23-02-0034**

Moved by Councillor Gardner that Council pass a motion to give second reading to Bylaw #2023-06 – Business Licensing.

**CARRIED
R-23-02-0035**

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Moved by Councillor Faulkner that permission be granted for the presentation of Bylaw #2023-06 – Business Licensing, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0036**

Moved by Councillor Gardner that Council pass a motion to give third reading to Bylaw #2023-06 – Business Licensing.

**CARRIED
R-23-01-0037**

f) Bylaw #2023-07 – Urban Hens

Moved by Mayor Carnahan that Council pass a motion to give first reading to Bylaw #2023-07 – Urban Hens.

**CARRIED
R-23-02-0038**

Moved by Councillor Faulkner that Council pass a motion to give second reading to Bylaw #2023-07 – Urban Hens.

**CARRIED
R-23-02-0039**

Moved by Councillor Gardner that permission be granted for the presentation of Bylaw #2023-07 – Urban Hens, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0040**

Moved by Councillor Faulkner that Council pass a motion to give third reading to Bylaw #2023-07 – Urban Hens.

**CARRIED
R-23-02-0041**

g) Bylaw #2023-08 – Cat and Dog Bylaw

Moved by Councillor Gardner that Council pass a motion to give first reading to Bylaw #2023-08 – Cat and Dog.

**CARRIED
R-23-02-0042**

Moved by Councillor Mayor Carnahan that Council pass a motion to give second reading to Bylaw #2023-08 – Cat and Dog.

**CARRIED
R-23-02-0043**

Moved by Councillor Faulkner that permission be granted for the presentation of Bylaw #2023-08 – Cat and Dog, for all three readings at this meeting.

**CARRIED UNANIMOSLY
R-23-02-0044**

Moved by Councillor Gardner that Council pass a motion to give third reading to Bylaw #2023-08 – Cat and Dog.

**CARRIED
R-23-02-0045**

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h) Bylaw #2023-09 – False Alarm Bylaw

Moved by Mayor Carnahan that Council pass a motion to give first reading to Bylaw #2023-09 – False Alarm.

**CARRIED
R-23-02-0046**

Moved by Councillor Faulkner that Council pass a motion to give second reading to Bylaw #2023-09 – False Alarm.

**CARRIED
R-23-02-0047**

Moved by Councillor Gardner that permission be granted for the presentation of Bylaw #2023-09 – False Alarm, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0048**

Moved by Mayor Carnahan that Council pass a motion to give third reading to Bylaw #2023-09 – False Alarm.

**CARRIED
R-23-02-0049**

i) Bylaw #2023-10 – Fire Services Bylaw

Moved by Councillor Faulkner that Council pass a motion to give first reading to Bylaw #2023-10 – Fire Services.

**CARRIED
R-23-02-0050**

Moved by Councillor Gardner that Council pass a motion to give second reading to Bylaw #2023-10 – Fire Services.

**CARRIED
R-23-02-0051**

Moved by Councillor Faulkner that permission be granted for the presentation of Bylaw #2023-10 – Fire Services, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0052**

Moved by Mayor Carnahan that Council pass a motion to give third reading to Bylaw #2023-10 – Fire Services.

**CARRIED
R-23-02-0053**

j) Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling Bylaw

Moved by Councillor Gardner that Council pass a motion to give first reading to Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling.

**CARRIED
R-23-02-0054**

Moved by Councillor Faulkner that Council pass a motion to give second reading to Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling.

**CARRIED
R-23-02-0055**

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Moved by Councillor Gardner that permission be granted for the presentation of Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling, for all three readings at this meeting.

**CARRIED UNANIMOUSLY
R-23-02-0056**

Moved by Mayor Carnahan that Council pass a motion to give third reading to Bylaw #2023-11 – Water, Wastewater, Solid Waste and Recycling.

**CARRIED
R-23-02-0057**

k) Bylaw #2023-04 – Amendment to Land Use Bylaw

Moved by Councillor Faulkner that Council pass a motion to give second reading to Bylaw #2023-04 – Amendment to Land Use Bylaw as amended.

**CARRIED
R-23-02-0058**

Moved by Councillor Gardner that Council pass a motion to give third reading to Bylaw #2023-04 – Amendment to Land Use Bylaw as amended.

**CARRIED
R-23-02-0059**

l) Bylaw #2023-05 – Amendment to Land Use Bylaw

Moved by Mayor Carnahan that Council pass a motion to give second reading to Bylaw #2023-05 – Amendment to Land Use Bylaw.

**CARRIED
R-23-02-0060**

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

**CARRIED
R-23-02-0061**

8. NEW BUSINESS:

a) Library Board Appointment – T. Blush

Moved by Councillor Faulkner that Ms. Tracey Blush is hereby appointed to the Calmar Library Board as a Library Trustee for a three-year term ending February 2026.

**CARRIED
R-23-02-0062**

b) Library Board Appointment – A. Decker

Moved by Mayor Carnahan that Mrs. Amanda Decker is hereby appointed to the Calmar Library Board as a Library Trustee for a three-year term ending February 2026.

**CARRIED
R-23-02-0063**

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c) Appointment of Regional ARB Officials

Moved by Councillor Faulkner that Council pass a motion to appoint the following as the Town of Calmar ARB officials for 2023:

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

**CARRIED
R-23-02-0064**

d) Development Permit Application – 5223 – 50 Avenue

Moved by Councillor Gardner that Council passes a motion to direct the Mayor to sign the development permit with the conditions identified in the report.

**CARRIED
R-23-02-0065**

Moved by Councillor Faulkner that Council pass a motion to direct administration to draft a letter of support for the Mayor to sign for the project.

**CARRIED
R-23-02-0066**

Moved by Mayor Carnahan that Council pass a motion to direct administration to research potential property tax deferral/waivers with regards to the improvement on the property in discussion with the applicant.

**CARRIED
R-23-02-0067**

Moved by Councillor Gardner that Council pass a motion to consent to waive the building permit fees corresponding to the Town's portion of the fees.

**CARRIED
R-23-02-0068**

e) Growth Report – January 2023 – Discussion Only

9. FINANCIAL: None

10. DEPARTMENT REPORTS: None

11. COUNCIL AND COMMITTEE REPORTS: None

12. ACTION ITEM: None

13. CORRESPONDENCE:

- a) National Police Federation – Recommendations for a Safer Alberta – Budget 2023
- b) Letter to Minister Copping Re: Ponoka Fire Department
- c) Government of Alberta – Digital Strategy

Moved by Councillor Faulkner that Council passes a motion to accept this as information.

**CARRIED
R-23-02-0069**

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)

Moved by Councillor Faulkner that the Regular Council Meeting extend past 10:00pm.

**CARRIED
R-23-02-0070**

Recess @ 10:00 pm
Reconvene @ 10:07 pm

Moved by Councillor Gardner that the Regular Council Meeting temporarily adjourn, and Council sit in Closed Session at this time being 10:07 pm.

**CARRIED
R-23-02-0071**

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

Moved by Councillor Gardner that the Regular Council Meeting reconvene from Closed Session at this time being 10:57 pm.

**CARRIED
R-23-02-0072**

Moved by Councillor Faulkner that the Mayor and administration are directed to pursue the available options for land for purchase.

**CARRIED
R-23-02-0073**

16. ADJOURNMENT:

The Regular Council Meeting adjourned at 10:58 pm.

These minutes signed this 21st day of February 2023.

Mayor Carnahan

CAO Losier



Town of Calmar

Request for Discussion (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	February 21, 2023
Originated By:	CAO Losier
Title:	Black Gold Joint Use and Planning Agreements
Approved By:	CAO Losier
Agenda Item Number:	8 A & B

BACKGROUND/PROPOSAL:

In 2023, the Board of Trustees of the Black Gold School Division and the Town of Calmar developed and approved the Joint Use Agreement and School Reserve Planning and Allocation Agreement. These documents outline the agreements between the Town of Calmar and the Division of Black Gold.

The documents attached are the two agreements. If Council has any preliminary feedback on the documents, please inform Administration.

COSTS/SOURCE OF FUNDING (if applicable)

N/A

RECOMMENDED ACTIONS:

Council should get familiarized with the agreements and the Board of Trustees will attend the meeting April 3rd for photo opportunity and signing of agreement between the two parties.

FACILITIES JOINT USE AGREEMENT

This Agreement is entered into this ____ day of _____, 2023.

BETWEEN

**THE BOARD OF TRUSTEES OF THE
BLACK GOLD SCHOOL DIVISION**
(hereinafter referred to as the "*Division*")

- AND -

THE TOWN OF CALMAR
(hereinafter referred to as the "*Town*")

WHEREAS:

It is the responsibility of the Town to plan, develop, construct, operate and maintain park and recreational land and facilities in the Town of Calmar.

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

The Parties support sharing of publicly funded facilities to maximize benefit to students and citizens of the Town of Calmar.

The Town and the Division wish to reaffirm their commitment to the principles of the shared use of Town Facilities and School Facilities.

In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, bona fide and in the utmost good faith with each other and accordingly agree, from time to time, as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

The Parties agree that the foregoing Preambles shall form part of this Agreement.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of Town Facilities and School Facilities the Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:
- (a) "Agreement" means this Agreement and Schedule "A" which is attached to and form part of this Agreement.
 - (b) "Associate Superintendent" means the Associate Superintendent – Business & Finance of the Division.
 - (c) "Board" means the Board of Trustees of Black Gold School Division and any successor board or authority.
 - (d) "CAO" means the Chief Administrative Officer of the Town.
 - (e) "Council" means the municipal council of the Town of Calmar.
 - (f) "Disease Pandemic" means any disease which is considered to be: a global pandemic by the World Health Organization; a national pandemic by the Government of Canada, or a provincial pandemic by the Government of Alberta;
 - (g) "Disease Pandemic Guidelines" means all guidelines and regulations published by the Government of Alberta and any other relevant Government Authority regarding mitigation measures taken to reduce transmission of a Disease Pandemic.
 - (h) "Effective Date" means the ___ day of _____ 2023, or such other date as may be mutually agreed in writing by the CAO and the Associate Superintendent.

- (i) "Extraordinary Costs" means costs incurred for vandalism/undue damage repair, to meet special User Group requirements, to meet legislative requirements, and costs associated with bringing a facility up to standard following an intense level of use.
- (j) "Force Majeure" means the occurrence of an event beyond the reasonable control of a party that interferes with, delays or prevents performance of the obligations of a party, provided that the non-performing party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other means. Subject to the foregoing, "Force Majeure" includes, (i) explosions, fires, wildfires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) acts of federal, provincial or local governmental authorities or courts; (iii) an order, directive, or recommendation of any Government Authority related to a Disease Pandemic, due to changes to the Disease Pandemic Guidelines, or any combination of thereof; (iv) a labour strike of the Town's or Division's employees; and (v) acts of war (declared or undeclared), acts of terrorism, insurrection, riots or civil disorders, but does not include a failure to perform as a result of a party's lack of funds or financial ability or capacity to carry on business;
- (k) "Joint Use Facilities" means those facilities designated by the Parties and listed in Schedule "A".
- (l) "Operating Guidelines" means the joint use guidelines created for the shared use of Town Facilities and School Facilities as set out in Schedule "A".
- (m) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- (n) "School Facilities" shall have the meaning set out in Schedule A-2.
- (o) "Town Facilities" shall have the meaning set out in Schedule A-1.

2. TERM

- 2.1 This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties in accordance with Article 8.

3. JOINT USE COMMITTEE

- 3.1. A Joint Use Committee will be established consisting of one (1) or two (2) representative(s) appointed by each of the respective Parties.

- 3.2. It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.
- 3.3. The Joint Use Committee shall be responsible to the Town and the Division for carrying out the following duties from time to time during the course of the Agreement.
 - (a) Interpreting the Agreement;
 - (b) Implementing the Agreement;
 - (c) Recommending amendments to the Agreement; and
 - (d) Evaluating the effectiveness of the Agreement annually.
- 3.4. The Joint Use Committee will ensure that the Schedule A is accurate and current on an annual basis.
- 3.5. Changes to policies or practices relating to this Agreement or affecting the use of Joint Use Facilities shall be determined in consultation with the Parties.

4. JOINT USE FACILITIES

4.1. Town Facilities

- (a) The Town shall make available to the Division those Town Facilities identified as Joint Use Facilities on Schedule "A".
- (b) The Town shall determine what activities can be accommodated in these facilities.
- (c) The Town may, if the Division requests services above the normal level, charge for additional costs to meet those requests.
- (d) The Town may also charge the Division for any extraordinary costs the Town incurs due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a Town Facility by a school user group.
- (e) The Town shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

4.2 School Facilities

- (a) The Division shall make available to the Town those School Facilities identified as Joint Use Facilities on Schedule "A".
- (b) The Division shall determine what activities can be accommodated in these facilities.
- (c) The Division may, if the Town requests services above the normal level, charge for additional costs to meet those requests.

- (d) The Division may also charge the Town for any extraordinary costs the Division may incur due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a School Facility by a Town user group.
- (e) The Division shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

5. OPERATING GUIDELINES

- 5.1. The Parties hereby agree to adhere with the Operating Guidelines which are attached to this Agreement as Schedule "A".
- 5.2. The Parties shall not allow use of Joint Use Facilities unless such use respects the Operating Guidelines in effect.
- 5.3. The Parties agree to give a minimum of two weeks (14 days) notice if they wish to book their own facilities, causing the other Party to be "bumped".
- 5.4. The Parties agree to give a minimum of one week (7 days) notice for any cancellation of bookings, unless it is beyond the reasonable control of the other Party.
- 5.5. The Parties agree that they are responsible to provide their own supervision and minor clean-up (leaving the facility as it was found) when using the other Party's facility.
- 5.6. The Parties agree to provide complete janitorial services as required in their own facilities.
- 5.7. Town use of School Facilities will be booked through the Division's Facilities Rental Assistant.
- 5.8. School use of Town Facilities will be booked through the Town's Recreation Coordinator.

6. INSURANCE AND INDEMNITY

- 6.1. Both Parties shall, at their own expense and without limiting their liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the other Party in its sole discretion.
 - a) Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury

and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

The insurance policies mentioned above are to contain, or be endorsed to contain, the following provisions:

- a) Both parties shall have the required insurance in full force and effect prior to execution of this Agreement and shall provide the other Party with evidence satisfactory to the other Party of all required insurance in the form of the Certificate of Insurance.
- b) The insurance to be maintained by each Party shall list the other Party as an additional insured.
- c) All required insurance shall be endorsed to provide the other Party with 30 days advance written notice of cancellation.
- d) Both parties shall require and ensure that each subcontractor provide evidence of comparable insurance to that set forth in the insurance requirements section of the contract and shall provide evidence of same to the other Party upon request.

6.2 Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold the other Party (the "Non-Indemnifying Party") harmless from all loss, cost, expense, judgment or damage on account of injury to persons, including personal injury, death and damage to property, in any way caused by the negligence of the Indemnifying Party, its servants, subcontractors, agents or employees, which relates to (or arises out of) programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Non-Indemnifying Party in defending any legal action pertaining to the above.

7. WITHDRAWAL AND TERMINATION

- 7.1. Either Party may withdraw from this Agreement in any year of the term by providing one (1) year's written notice to the other Party of its intention to withdraw from this Agreement.
- 7.2. This Agreement may be terminated upon the written agreement of the Parties.

8. AMENDMENT

- 8.1. The Agreement shall not be modified, varied or amended except by the written agreement executed by the Parties.

- 8.2. Changes and/or modifications to Schedule “A” may be made from time to time by the Joint Use Committee when necessary. However, final authority is assigned to the owner of the facility where applicable. No other amendments to the Agreement shall be made except by written agreement executed by the Parties.

9. FORCE MAJEURE

- 9.1. Neither party will be held responsible or liable to the other or deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from a Force Majeure event. Any delay, failure or inability of a Party to perform its obligations under this Agreement will be excused for the reasonable duration of the Force Majeure event.
- 9.2. Where either party is prevented from carrying out its respective obligations hereunder due to a Force Majeure event, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure event to the other party and of the obligations, the performance of which is thereby delayed or prevented, and the party giving notice shall thereupon be excused from the performance of such obligations for the period of time directly attributable to such prevention or delay.

10. DISPUTE RESOLUTION

- 10.1. The Parties acknowledge that it is their intent to resolve all disputes in a private, expeditious and business-like manner through communication, discussion and resolution by negotiation. In furtherance of those objectives, the Parties agree to refer any unresolved dispute to the CAO and Associate Superintendent – Business & Finance for resolution.

11. NOTICE

- 11.1. Whether or not so stipulated herein, all notices, communication, requests and statements (the “**Notice**”) required or permitted hereunder shall be in writing.
- 11.2. Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
- (i) Black Gold School Division
3rd Floor, 1101 - 5th Street
Nisku, Alberta T9E 7N3
Attention: Associate Superintendent – Business & Finance
E-mail: chelsey.volkman@blackgold.ca

- (ii) Town of Calmar
P.O. Box 750
Calmar, Alberta T0C 0V0
Attention: CAO
E-mail: slosier@calmar.ca

or to such other address as each Party may from time to time direct in writing.

11.3. Notice shall be served by one of the following means:

- (a) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- (b) if delivered to a corporate Party, by delivering it to the address specified above during normal business hours.
- (c) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - i. if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - ii. if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (d) by mailing via first class registered post, postage prepaid, to the Party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

12. HEADINGS

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

13. NON-STATUTORY WAIVER

- 13.1. The Town in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Town of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000 Ch. M-26, and any amendments thereto and any other Act in force in the Province of Alberta. The Town, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Town, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- 13.2. The Division in entering into this Agreement is doing so in its capacity as a school board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Division of any approval or permit as may be required pursuant to the *Education Act*, S.A. 2012 Ch. E-0.3, and any amendments thereto and any other Act in force in the Province of Alberta. The Division, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Division, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a school board and as the officers, servants and agents of a school board.

14. GENERAL PROVISIONS

- 14.1. This Agreement shall be governed by the laws of the Province of Alberta. The courts of the Province of Alberta have exclusive jurisdiction of any matter related to or touching upon this Agreement.
- 14.2. The Parties agree that the terms and conditions and all documents forming this contract constitute and govern the entire contract between the Division and the Town, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, whether written or oral between the parties.
- 14.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of

this Agreement and this Agreement shall be construed to the fullest extent possible as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

- 14.4. Notwithstanding any other provisions of this Agreement, each Party shall continue to control, operate and maintain its respective facilities.
- 14.5. If the date specified in this Agreement for giving any notice or taking any action is not a business day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a business day) then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) is the next day that is a business day.
- 14.6. Both parties agree that time is of the essence in this Agreement and all steps, notifications and other actions shall be taken without delay.
- 14.7. The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.
- 14.8. The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Division.
- 14.9. This Agreement may be signed in counterparts, each of which so executed is deemed to be an original and such counterparts together constitute one and the same Agreement. Signatures delivered by email or another form of electronic transmission are deemed for all purposes to be original counterparts of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have affixed their hands and seals by their authorized officer the day and year first above written.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION**

TOWN OF CALMAR

Board Chair

Mayor

Associate Superintendent – Business & Finance

CAO

JOINT USE FACILITIES & OPERATING GUIDELINES

School Use of Town Facilities

Town Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The Town will determine what activities can be accommodated in each location.

- Mike Karbonik Arena
- Program Centre
- Centre Park Tennis Courts
- Ball Diamonds

Eligible User Groups

For use of Town facilities, school user groups must:

- Be operating under the auspices of the school or Division, AND
- Have school staff participating in, or supervising, the activity, AND
- Be covered by the Division's liability insurance.

Eligible Activities

Activities accommodated include:

- Curriculum activities
- Inter-school events
- Extra-curricular activities

Priorities for Use

1. Recreation activities within the Town mandate, including community use.
2. Joint Use by schools

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.

Available Dates & Times

Eligible user groups may utilize Town facilities at no cost from 8:30 am to 4:00 pm Monday to Friday. Requests for use of Town facilities outside of these hours will be considered and approval will be based on space and resources.

Commented [CV1]: To be reviewed/updated by the Town of Calmar

JOINT USE FACILITIES & OPERATING GUIDELINES

Town Use of School Facilities

School Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The Division will determine what activities can be accommodated in each location.

All Division policies & procedures, specifically Administrative Procedure 548, are in effect during Town use of School Facilities.

- Calmar Elementary School
 - Gymnasium
- Calmar Secondary School
 - Gymnasium
 - Classrooms (as determined by the Division)

Eligible User Groups

For use of school board facilities under the Joint Use Agreement, user groups must:

- Be a Town-sponsored or operated program/group, AND
- Be covered by the Town of Calmar's insurance.
- Generally have a minimum of 12 participants per booking.

Eligible Activities

Activities accommodated include:

- Organized league sports
- Instructional recreation/sport activities (structured learning)
- Casual sport/recreation use (drop in and/or occasional use)
- Occasional business meetings of eligible user groups with a primary mandate in recreation

Priorities for Use

1. Activities within the School Board's mandate, including all aspects as described under the *Education Act*
2. Joint Use

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.

Available Dates & Times

Eligible user groups may utilize school facilities at no cost from 6:00 p.m. to 10:00 p.m Monday to Friday.

As per the Division's Administrative Procedure 548 Community Use of School Facilities, school facilities are available to be booked on weekends from 8:00 a.m. to 10:00 p.m. Bookings on weekends must be for a minimum of three (3) hours. The Division's regular rates apply for any weekend bookings.

Generally, school facilities are not available to be booked when schools are closed as per the Division School Year Calendar (i.e. Midterm Break, PD days, Christmas Break, Spring Break, statutory holidays) and during the summer months. Any exceptions to this require approval by the Associate Superintendent – Business & Finance.

JOINT USE FACILITIES & OPERATING GUIDELINES

Endorsement Process for Facility Based Criteria
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Permitted Use

Definition: An activity held in a facility or on a site that is specifically designed for that purpose.

Examples: Volleyball or basketball in a gymnasium, skating lessons in the arena, tennis in the tennis courts.

Approval:

Approvals are not required as long as the use meets the Eligible Activities requirements in parts A-1 or A-2 of the Operating Guidelines.

Special Use

Definition:

An activity proposed for a facility or site that is not specifically designed for that purpose.

Examples:

Community markets in gymnasium, carnivals on school fields and non-sport related activities.

Approval:

A written request, which describes in detail the proposed event, is submitted to the affected partner at least 28 days prior to the event or activity. Consultation among affected JUA parties is held in a timely fashion such that the applicant would receive notice of approval or refusal at least 14 days prior to event.

THIS AGREEMENT made as of the ____ day of _____, 20____

BETWEEN:

THE TOWN OF CALMAR

(A Municipal Corporation pursuant to the laws of the Province of Alberta)

(herein referred to as the "Town")

- and -

THE BLACK GOLD SCHOOL DIVISION

(A body corporate, incorporated pursuant to the *Education Act*,
being Chapter S-3 of the Statutes of Alberta as amended)

(herein referred to as "Black Gold")

SCHOOL RESERVE PLANNING & ALLOCATION AGREEMENT

WHEREAS, the *Municipal Government Act* provides authority for a municipality and school authorities to enter into an agreement for the purpose of allocating municipal and school reserve lands;

AND WHEREAS, the Parties desire to agree to a method of allocating reserve lands for school purposes;

AND WHEREAS, the Parties wish to foster a cooperative effort in the selection, transfer, and disposal of school reserve land within the Town and to provide for the efficient and cooperative use of school and municipal reserve land within the Town;

NOW THEREFORE, this Agreement witnesseth that in consideration of the mutual covenants and conditions herein contained and to be performed by the Parties, the Parties covenant and agree together as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise indicates, the terms set out below shall have the following meanings:

Act	means the <i>Municipal Government Act</i> , RSA 2000 c M-26;
Agreement	means this Agreement and Schedules "A" and "B" which are attached to and form part of this Agreement;
Approving Authority	means the Subdivision Authority and the Development Authority as defined in the Act and as established by bylaw;
Cash-In-Lieu Money	means any money received by the Town in place of school reserve or municipal and school reserve, with respect to a subdivision of land within the Town approved by the Approving Authority, pursuant to the Act;
Council	means the municipal council of the Town;
Joint Use Agreement	means a separate agreement between the Town and Black Gold pertaining to joint usage conditions for school facilities and Joint Use Grounds;
Joint Use Grounds	means any lands that become part of a Joint Use Agreement such as, the lands required for playgrounds, playing fields, sports grounds, stadiums, recreation fields, parks or public recreation area in accordance with the requirements set out in Schedule "A"

	hereto. Joint Use Grounds for each school site shall be clearly defined within the Joint Use Agreement;
Land Acquired as Reserve	means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or municipal and school reserve, in accordance with the Act;
Municipal Reserve	means the land designated as Municipal Reserve, as defined by the Act;
Parties	means, collectively, the Town and Black Gold;
Party	means one of the Parties;
Province	means the Government of Alberta, or, where the context so requires, the area contained within the Province;
School Authority	means The Black Gold School Division;
School Building Site	means all lands as set out in Schedule "A" hereto, to be used immediately or in the future for the erection or placement of a school building or buildings (including ancillary buildings) and their operation and administration, together with those lands required for parking areas, walkways, driveways, fire lanes and other means of access;
School Reserve	means the land designated as School Reserve, as defined by the Act;
School Site	means the School Building Site along with the Joint Use Grounds;
Town	means the municipal corporation of the Town of Calmar, or, where the context so requires, the area contained within the boundaries of the Town;

2. TERM OF AGREEMENT

- 2.1 This Agreement shall be effective upon signing and shall continue to be in effect until such time as it is terminated.
- 2.2 The Agreement may be terminated:
- a) at any time with the mutual written consent of the Parties; or
 - b) after a five (5) year written notice is given by any Party.

3. TOWN AND SCHOOL AUTHORITY MEETINGS

- 3.1 The Town and School Authority shall meet at least annually to discuss issues of mutual concern including, but not limited to, upcoming planning areas where new School Sites may be contemplated and future school needs.
- 3.2 Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.
- 3.3 Prior to the Town finalizing any annexation of land, the Town shall meet with the School Authority to discuss opportunities for future school sites within these lands.
- 3.4 The Town and the School Authority may meet with any developer wishing to amend an existing area structure plan where a School Site is planned.
- 3.5 Where a new area structure plan is proposed which falls within an area identified as a School Site under Article 3.3, the Town shall meet with the developer.

4. PROJECTING ENROLMENTS

- 4.1 The School Authority shall provide yearly enrolment statistics to the Town per school.
- 4.2 Enrolment projected out ten (10) years shall be used to anticipate future school needs, and will be based on an average school capacity of 500 students, while at the same time all Parties understand that some current and future schools within Town boundaries may have a lower enrolment capacity while others may have a greater enrolment capacity.
- 4.3 The projected timeframe or average school capacity may be adjusted with mutual consent of all Parties.

5. LAND ACQUIRED AS RESERVE AND CASH-IN-LIEU

- 5.1 Pursuant to the Act, the Approving Authority may require the registered owner of a parcel of land that is the subject of a proposed subdivision to:
 - a) provide part of that parcel as Land Acquired as Reserves for the various purposes identified in the Act, and designate a portion thereof as School Building Site or Joint Use Grounds;
 - b) provide money in place of Land Acquired as Reserves; or
 - c) provide a combination of land or money referred to in clauses a) and b).
- 5.2 Pursuant to the Act, the Approving Authority is required to:
 - a) specify the amount, type, and location of Land Acquired as Reserves and to allocate the Land Acquired as Reserves between the Town and the School Authority;
 - b) allocate the Cash-In-Lieu Money between the Town and the School Authority when money is to be provided in place of Land Acquired as Reserves; or
 - c) allocate a combination of Cash-In-Lieu Money and Land Acquired as Reserves as referred to in clauses a) and b).
- 5.3 Pursuant to the Act, Cash-In-Lieu monies and the interest earned on that money:
 - a) must be accounted for separately; and
 - b) may be used only in accordance with the Act.
- 5.4 All proposed School Sites shall be identified in consultation with the School Authority and shall be identified within area structure plans adopted by the Town.
- 5.5 When the School Authority is anticipating a new school through its capital planning initiative, the Town will endeavour to assist the School Authority in its application for funding by committing by way of a letter of commitment or other format as required by the Province, to provide a fully serviced School Site should funding be granted.
- 5.6 Where a School Authority's application for funding is successful, the site as assigned will be allocated to the School Authority for future construction.
- 5.7 When the School Authority received commitment of funding by the Province, it must immediately notify the Town.
- 5.8 Except as herein provided, when Land Acquired as Reserves are required to be dedicated as a result of subdivision of lands within the Town, the title to such Land Acquired as Reserves shall be vested in the Town as Municipal Reserve (MR).
- 5.9 Land Acquired as Reserves, or any portion thereof, acquired for the purpose of a School Building Site will be transferred from the Town to the School Authority for the consideration of One Dollar (\$1.00) when funding is committed by the Province for school's construction on that site.

- 5.10 Further to Article 5.9, unless otherwise agreed to by the Town and the School Authority, transfer of the School Building Site shall take place concurrent with registration of a subdivision of the Land Acquired as Reserve as undertaken by the Town, with any remaining portion created for the purpose of Joint Use Grounds or other reserve needs remaining vested in the name of the Town. Furthermore, the School Building Site shall be designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.
- 5.11 The Town shall assume all costs associated with the subdivision of the Land Acquired as Reserve and associated registration at the Alberta Land Titles office, as referenced in Article 5.10.
- 5.12 The Parties acknowledge and agree that while an area structure plan may change from time to time, and in accordance with the discretion of Town Council, there shall be no changes to the location of a proposed School Site without first consulting with the School Authority.
- 5.13 The School Authority agrees to respond on proposed changes to an area structure plan within 21 days of receiving notification from the Town. Notwithstanding, upon receipt of a request for extension prior to the expiry of this 21-day timeframe, the Town may grant the School Authority up to 10 additional days to respond for reasonable cause.

6. JOINT PLANNING AND SCHOOL LAND REQUIREMENTS

- 6.1 To support the adequate provision of School Sites, the Town will circulate to the School Authority all applications for area structure plans, outline plans or amendments thereto; and all subdivision applications within these planned areas.
- 6.2 When reviewing a proposed area structure plan or outline plan, or an amendment thereto, and bearing in mind Provincial requirements, the Town shall consider the following criteria pertaining to a proposed School Site:
- a) appropriate proximity to existing schools and residential areas needing service, including consideration for the site's location related to existing and future School Authority bus routes;
 - b) a minimum land area in accordance with Schedule A total school site (bold column in Schedule A);
 - c) having site frontage onto two collector roads for ease of access and traffic circulation including consideration to ability to separate school bus and parent drop-off zones;
 - d) limited exposure to potentially harmful utility infrastructure, such as active well sites, pipelines, substations and other potential hazards to students, staff and other community users of school facilities;
 - e) services provided to the edge of the site, including roads, water, sanitary sewer, storm sewer, and power;
 - f) ability for the Town and/or the School Authority to partner on dual school sites and/or indoor or site enhancements; and
 - g) other considerations as the Town deems pertinent to the application.
- 6.3 Further to Article 6.2(d), the developer applying for the area structure plan, outline plan, or amendment thereto must submit a risk assessment pertaining to any significant utility infrastructure in proximity to the site, and this assessment shall be provided for review by the Town and the School Authority prior to accepting the land as a School Site.
- 6.4 If a proposed School Site does not meet the minimum criteria outlined in Article 6.2, the Town shall make specific mention of those areas of shortfall in their referral to the School Authority as required under Article 6.1. Furthermore and prior to deciding on any area structure plan or outline plan or amendment thereto, or a subdivision of land within these planned areas, the Approving Authority shall review and take into consideration the

criteria identified under Article 6.2 and any information provided within a risk assessment conducted under Article 6.3.

- 6.5 The School Authority and the Town shall consult with each other on the site design of the school, the School Building Site, Joint Use Grounds and community facilities located on Joint Use Grounds.
- 6.6 It is recognized that the Approving Authority is authorized to approve a development permit relating to the aforementioned uses should it meet municipal requirements.
- 6.7 If land needed for a School Site exceeds that which is to be provided in accordance with the Act, the Town shall be responsible for negotiating with landowners a separate agreement to purchase such additional land.
- 6.8 While the School Building Site shall be serviced with power, water, storm sewer and sanitary sewer, and while the timing and location of these services is at the Town's sole discretion, delivery will be in consultation with the School Authority to meet the timelines required by Alberta Education. The School Authority is responsible to obtain any letter of commitment from the owner/developer of unsubdivided or unserviced School Site land, should the same be required by the Province.

7. DISPOSITION OF LANDS AND IMPROVEMENTS

- 7.1 Lands reserved hereunder for School Building Site which are not developed shall be retained by the Town and used or disposed of subject to the provisions of the Act, the *Education Act* and all relevant regulations pertaining thereto, School Authority policy and the terms of this Agreement.
- 7.2 Every five (5) years, the Town and School Authority shall evaluate all undeveloped School Sites against the Article 6.2 criteria prior to the annual meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the School Authority interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Town by the School Authority no more than thirty (30) days following the annual meeting. The School Authority shall be responsible for obtaining any formal confirmation required under regulation or ministerial order, and shall forward a copy to the Town upon receipt.
- 7.3 Further to Article 7.2, the Town shall notify the landowner if, prior to subdivision, a School Site is no longer required; however, if subdivision has already occurred and the School Site has transferred to the Town, the Town shall retain ownership of the subject lands for recreation and park use or disposal as it deems appropriate, in accordance with Town policy.
- 7.4 Lands reserved for a School Building Site which have been transferred to the School Authority but not developed and are no longer required for School Authority purposes, shall be transferred back to the Town for the consideration of one dollar (\$1.00), subject to the provisions of the Act, the *Education Act* and all relevant regulations pertaining thereto.
- 7.5 When a School Building Site was developed by the School Authority, but it is no longer required for School Authority purposes, the Town shall be so notified in writing by the School Authority and shall have, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
 - a) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
 - b) for the improvements on the lands, and subject to the regulatory constraints with respect to the disposal of the School Building Site, at a value as determined by

an independent qualified appraiser selected by mutual agreement by the Town and the School Authority.

- 7.6 Further to Article 7.5, the purchase price will be paid in cash on exercise of the option to purchase.
- 7.7 Further to Article 7.5, if the Town declines to purchase the site, the Town will work with the School Authority to dispose of the School Building Site in accordance with the Act and the proceeds of the sale shall be divided in the following manner:
- a) an independent appraiser will be asked to assign a value to the land and a separate value for the building(s) on the site; and
 - b) the Town receiving a payment equal to the percentage of the sale attributed to the land value and the School Authority receiving a payment equal to the percentage of the sale attributed to the building value.
- 7.8 Notwithstanding any provision of this Agreement to the contrary, the School Authority shall be entitled to the entire proceeds of disposition of lands purchased, other than Land Acquired as Reserve, by the School Authority within the Town for a School Building Site.

8. ARBITRATION

Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:

- 8.1 All Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration, promptly and in an amiable manner by negotiations between the Parties. Conflicts should be resolved by the individuals closest to the issues having the actual authority to implement such resolution.
- 8.2 Should the negotiations to resolve any dispute fail to result in a resolution of the dispute between the Parties within fifteen (15) days after the dispute arose, either Party may submit the dispute for arbitration as provided in subsection (c) below. The determination arising out of the arbitration process shall be final and binding upon the Parties, provided however, that in the event that the dispute has not been resolved through the arbitration process as set forth in subsection (c) within ninety (90) days of a Party giving notice nominating an arbitrator as set forth in paragraph 8.3(a), any Party at any time thereafter, but prior to a determination being made by the arbitrator(s) shall have recourse to the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator(s) in respect of such dispute shall cease.
- 8.3 Arbitration shall be conducted in accordance with the following terms:
- a) The Party desiring arbitration shall nominate a single arbitrator and shall notify the other Party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other Party shall, within ten (10) days after receiving such notice, indicate acceptance of said single arbitrator or propose an alternative arbitrator. If the Parties are unable to agree on the selection of an arbitrator the parties or either one of them may apply to the Alberta Court of Queen's Bench to have one appointed;
 - b) If the Party receiving the notice of the nomination of the single arbitrator by the Party desiring arbitration fails within ten (10) days to accept or propose an alternative as required, then the arbitrator nominated by the

Party desiring arbitration may proceed to determine the dispute in such manner and at such times as he or she shall deem fit;

- c) The costs of arbitration shall be borne by the Parties as may be specified in the arbitrator's decision; and
- d) Except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, shall govern the arbitration process.

Any arbitration conducted pursuant to this Agreement shall take place in the Town, and, subject to the provisions of this Agreement, the decision of the arbitrator, in writing, shall be final and binding upon the Parties both in respect of procedure and the conduct of the Parties during the proceedings and final determination of the issues;

9. FURTHER ASSURANCES

Each Party shall, from time to time, and at all times, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

10. NUMBERS AND GENDER

In this Agreement, words importing the singular shall include the plural and words importing the masculine shall include the feminine or neuter or firms or corporations, or vice-versa, save where the context otherwise requires.

11. NOTICES

For the purposes of this Agreement, the addresses of the Parties are:

The Town of Calmar
PO Box 750, 4901 – 50 Ave
Calmar, Alberta, T0C 0V0

Attention: CAO

AND

The Black Gold School Division
3rd floor, 1101 – 5th Street
Nisku, Alberta, T9E 7N3

Attention: Associate Superintendent, Business & Finance

Any communication, notice or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the above addresses, or emailed to the attention of a Party's above-noted designate. Notice given in any such manner shall be deemed to have been received by the intended recipient on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for 3 days thereafter. In the event of disruption of normal postal service, any Party giving notice hereunder shall be required to deliver the same. Any Party may change its address for service from time to time upon notice to that effect. Communication conducted by email is also acceptable under this Agreement.

12. GENERAL PROVISIONS

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

- 12.2 This Agreement may not be assigned by any Party without the prior written consent of the other Parties.
- 12.3 There shall be no waiver of a breach of this Agreement unless such waiver is signed by the Parties that have not committed the breach. Waiver to a specific breach shall not affect the rights of the parties relating to other future breaches.
- 12.4 This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
- 12.5 Time is of the essence in this Agreement, and if any Party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other Parties may elect to terminate the Agreement for cause.
- 12.6 This Agreement contains the entire agreement of the Parties, and no modifications to the Agreement shall be binding upon the Parties unless such modification is in writing signed by the respective Parties.

IN WITNESS WHEREOF, the Parties have duly executed these presents the day and year first above written.

THE TOWN OF CALMAR

Per: _____

Per: _____

THE BLACK GOLD SCHOOL DIVISION

Per: _____

Per: _____

SCHEDULE "A"

SCHOOL SITE SIZE GUIDELINES

September-24-09

SCHOOL SITE SIZES

	School Building Envelope										Play fields					total school site (ac)	Softball field		
	building plus yards (ac)	play area (ac) (included in building footprint where noted ***)	asphalt play area (ac) (included in building footprint where noted ***)	child care units allowance (ac)	emergency planning area (space for freestanding portable classrooms) (ac)	parking stalls	parking area (ac)	sub-total school building envelope (ac)	storm water management allowance (ac)	total school building envelope (ac)	65m x 110m field with sidelines (ac)	track and field area (ac)	total play fields (ac)	storm water management allowance (ac)	total play field (ac)		softball diamond (ac)	storm water management allowance (ac)	total with softball diamond (ac)
450 elem school	2.76	0.13	0.11	0.19	0.34	32	0.22	3.75	0.38	4.13	2.56		2.56	0.26	2.82	6.94	2.09	0.21	9.24
600 elem school	3.02	***	***	0.19	0.34	41	0.32	3.87	0.39	4.26	2.56		2.56	0.26	2.82	7.07	2.09	0.21	9.37
600K-9 school	3.6	***	***	0.19	0.34	71	0.56	4.69	0.47	5.16	2.56		2.56	0.26	2.82	7.98	2.09	0.21	10.27
900 K-9 school	4.02	0.13	0.11	0.19	0.34	126	1	5.79	0.58	6.37	2.56	0.63	3.19	0.32	3.51	9.88	2.09	0.21	12.18
600 5-9 school	3.8	NA	***		0.34	180	1.42	5.56	0.56	6.12	2.56	0.63	3.19	0.32	3.51	9.63	2.09	0.21	11.92
900 5-9 school	4.02	NA	0.11		0.34	270	2.13	6.6	0.66	7.26	2.56	0.63	3.19	0.32	3.51	10.77	2.09	0.21	13.07
1200 5-9 school	6	NA	0.11		0.34	353	2.79	9.24	0.92	10.16	2.56	0.63	3.19	0.32	3.51	13.67	2.09	0.21	15.97
900 high school	4.5	NA			0.68	270	2.13	7.31	0.73	8.04	5.12	0.63	5.75	0.58	6.33	14.37	2.09	0.21	16.67
1200 high school	6	NA			0.68	353	2.79	9.47	0.95	10.42	5.12	0.63	5.75	0.58	6.33	16.74	2.09	0.21	19.04
1500 high school	7	NA			0.68	440	3.48	11.16	1.12	12.28	5.12	0.63	5.75	0.58	6.33	18.60	2.09	0.21	20.90

- Notes: 1 The land areas indicated assume that bus loading or off-loading and parent drop off occur on the adjacent public streets.
- 2 The areas indicated are minimum areas required and may need to be increased to accommodate specific site shapes, grading and other aspects of the community or site design (pathways, easements, separations from adjacent uses, etc...). The building foot print is based on the prototypical school designs of the province.
- 3 The space required for emergency planning (space for freestanding portable classrooms required to accommodate population growth) could be relaxed if play fields can be placed to accommodate these freestanding units until a new school is opened. This also requires sufficient other play space for the total student population.
- 4 Requirements for on site stormwater management may be relaxed if the municipal systems are designed to accommodate more water flow from the site.

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Meeting of Council
Meeting Date:	February 21, 2023
Originated By:	CAO Losier
Title:	Farm Safety Centre – Request for Donation
Approved By:	CAO Losier
Agenda Item Number:	8 C

BACKGROUND/PROPOSAL:

The Farm Safety Centre is a community-based organization led by farmers and ranchers with an interest in helping things go right for all individuals in rural Alberta.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The Farm Safety Centre offers a variety of programs and presentations, and they partner with towns, municipalities, counties and/or specialty groups to offer these programs.

They are requesting a donation in the range of \$350 - \$500 to help them continue to bring awareness of farm safety to children and promote health, well-being and safety to all Rural Albertans.

COSTS/SOURCE OF FUNDING (if applicable)

\$350 - \$500 dependant on the donation amount approved by Council.

RECOMMENDED ACTION:

Council pass a motion to decline the request for donation as it does not directly impact the residents within the Town of Calmar.



RECEIVED

FEB 08 2023

TOWN OF CALMAR - INT. *JB*

265 East 400 South | Box 291 | Raymond | Alberta | T0K 2S0 | 403 752-4585 | www.abfarmsafety.com

February 1, 2023

Town of Calmar
Box 750
Calmar AB T0C 0V0

The Farm Safety Centre is a community based organization led by farmers and ranchers with an interest in helping things go right for all individuals in rural Alberta. The centre began a farm safety education effort called Safety Smarts in 1998. The 2022-2023 school year is the 25th consecutive year of Safety Smarts delivery to children attending rural and remote elementary schools in Alberta. The generosity of many continues to make this unique farm safety extension effort possible and we are grateful for each and every dollar donated in support of the important outreach of our charitable organization.

The program has been delivered continuously since 1998 and over the course of its 25 years the Safety Smarts Program is offered province wide by a regional team of instructors. The program has continued to evolve into what we have and see today. Rural children across the province receive farm safety presentations in their individual school classrooms. Since 1998 Safety Smarts learning and engagement has involved 846,376 rural children, 41,952 presentations and 7,629 school visits have been made.

The Safety Smarts program has been adapted to allow for both virtual delivery via Zoom as well as safe face-to-face delivery in schools. Our Safety Smarts team has been well trained and fully equipped with all the necessary skills and tools to be able to successfully and safely deliver Safety Smarts presentations to rural elementary students across the province. In the 2022 calendar year, our Safety Smarts team delivered a total of 1,676 Safety Smarts presentations to 36,413 elementary students in 399 rural elementary schools across the province. Feedback from both students and teachers is both positive and encouraging.

The Farm Safety Centre runs another program for adults called the SFF Rural Health Initiative. This is a newer program designed to promote health, well-being and safety to rural adults. We partner with towns, municipalities, counties and or specialty groups like ag. societies to offer free one-on-one in-depth health assessments and personalized education for those that choose to participate. It is all about creating awareness and helping rural Albertans be more proactive about their health, well-being and safety. Please let us know if your organization would like to host a Rural Health Initiative workshop for families in your area.

The Farm Safety Centre is hopeful that in 2023 your organization will consider supporting our continual efforts to bring awareness of farm safety to children and promote health, well-being and safety to all Rural Albertans. **As budget realities allow, we invite the Rural Communities in Alberta to consider a modest 2023 donation of \$350 - \$500.** If this does not work within your budget then a donation of any amount will be greatly appreciated.

As a charity registered with CRA, any donation in support of our mission is eligible for a charitable tax receipt.

Thank-you for your continued support,



Jordan Jensen | Executive Director
Farm Safety Centre
j.jensen@abfarmsafety.com



Keylan Kado | Program Manager
Farm Safety Centre
programs@abfarmsafety.com



SAFETY SMARTS 2022 DELIVERY UPDATE

The Farm Safety Centre, first and foremost would like to express our sincere gratitude for all your generous support over the years to the Safety Smarts Program and the Farm Safety Centre!

In 2022 our team was able to achieve:

1,676 Presentations

in

399 Rural Elementary Schools

and reached

36,413 Students

**25 Years
of
Safety
Smarts
Delivery**

**846,376
Children
Have Been
Reached**

**41,952
Presentations
Have Been
Given**

**7,629
Schools
Have Been
Visited**

Mayor Sean Carnahan

Council Report November 2022 to January 2023

In addition to regular council meetings, Committee of the Whole meetings and various correspondence and administration duties

November 1st, December 17th – Special Meeting of Council – Budget – Council met to review and discuss budget items related to Revenue, Protective services and Parks & Recreation. Adjustments were made as seen fit to ensure an equitable budget was being created. Our second meeting was to review information gathered from our public open houses held during November and to make further adjustments to the budget in preparation of reviewing and passing an interim budget in December to start 2023 with while we await property assessment information.

November 10th – Leduc Meet n Mingle- Attended event hosted by Leduc County to meet with area municipal leaders. Discussion around service levels, sharing of information, best practices, challenges and sharing of resources and purchasing powers was had.

November 15 & 19 – Budget Open House – Council and administration hosted to public open houses in an attempt to draw the community out to participate in the budget building process. These events are held to allow residents and business to attend to provide input and feedback in to the future operation of the community. Attendance was dismal to say the least. There was good conversation with those that did attend and ask questions. We will continue to reach out to the community for input and feedback each during the budget process.

November 17th, January 19th – Edmonton Regional Waste Advisory Committee – Meet with regional communities to discuss projects specific to waste in the region, how to better process and handle. Presentation was made on how various regions are setting up lending libraries to facilitate the increased utilization of under used household, construction and other items. Lending Libraries are popular places in compact communities such as Banff, where there is not enough room for everyone to own ladders, special tools, wheelbarrows, household items etc, that are not used on a regular basis, but can be borrowed from a lending library and returned. Very unique concept.

November 18th – Calmar Elementary School – Attended the grade six class to discuss Municipal government and it's role in the community as part of the social studies curriculum. Excellent questions from the students, great conversation. They had done their homework and had a list of suggestions for council and administration. A lofty list of items that would require planning, funding and resource. IT was great to see them wanting to provide feedback.

November 22nd, January 24th – Calmar Library Board meeting – Attended meetings and reviewed Library operational results, reviewed 2 new applications for board members, discussed budget constraints with in the town and various was to raise more funds for the Library. The library has formed a friends of the library to assist with raising funds for future library needs and to help with library funding as needed form time to time.

November 24th , January 3rd , January 26th - Leduc Regional Housing Foundation – reviewed operational statics of the foundation. Housing is still a large need in many areas in our province. Reviewed plans and drawing for an expansion at Gaetz landing. The board agreed to proceed with the initial spend of \$125K to get to a stage to be ready to apply for upcoming provincial and federal grants. January 3rd a special meeting was held as the provincial funding grant had a short submission date of mid-January and the board need to discuss funding for the project. The board motioned and approve contributing \$1.0M in funding from reserves for the project and each community was tasked with seeking approval form their community councils to assist in funding. Calmar did approve a contribution equal to the foundation’s annual requisition so slightly over \$7,000 as our contribution to the new 22 suite expansion project. January 26th the housing foundation decided to move forward with the next phase of planning to have project ready designs and request for proposal documents and preliminary ground studies completed in expectation of the project.

November 29th , - Calmar- Leduc Fire Services Committee.– met with members of Leduc County and Calmar to review statics with in the region along with a review of the Fire service agreement. It was decided to make adjustment to the agreement and to the Town of Calmar fee schedule to bring the false alarm fees into sync with one another as there were difference. Reporting was discussed and Leduc County is going to provide reporting to the town CAO on a regular basis.

January 10th – Municipal Planning Commission – met to discuss permitting of a Temporary outdoor storage yard, to facilitate future development of land in the south east corner of town.

January 11th – Special meeting of Council – meeting was held to make 2 amendments to our Land use bylaw. Both amendments received 1st reading so that they could be advertised to the community, so that public hearing could be held at a future council meeting in February. Motion was carried to proceed with a funding request by Leduc Regional Housing Foundation to provide funding equal to our annual housing foundation requisition to help with funding an expansion project at Gaetz landing for a 22-unit expansion project, should the foundation be successful in it application for both provincial and federal funding. Council was also presented with the Intermunicipal Collaboration Framework documents that have been adopted by former council to prepare for a meeting between the parties for review of the framework.

January 19th – Town of Calmar Business Breakfast – Attended the business breakfast hosted by the Town Economic development office. Discussion was had on a Town Tag line and various marketing

ideas as council and administration want to work with our business community to provide avenue for improvement in our community and the way we market our Town.

January 25th - 39/20 Alliance AGM – Meet as a new member on the 39/20 Alliance. The annual general meeting was held, with Dwayne Mayr being re-elected alliance chair and I was elected alliance vice chair. After the AGM we proceeded to our regular meeting where we reviewed the organizational structure and purpose of the Alliance. It was agreed by all members that the alliance needs to focus more on how we can work together with resource sharing and purchasing powers to save the communities money. More focus on collaboration was discussed and it was presented that an alliance is not necessarily required to collaborate with our neighboring communities. The alliance reviewed the first draft of the community recognition and marketing video that was commissioned by the Alliance. The video is a nice 3 to 5 minute video that showcases the great things about each community. Suggestions for changes were made so that we can get a final version to be used as each community sees fit. The alliance then saw a presentation by AST (ASSET STATUS TRACKER) on a product that allows the community to track and map all of its assets. It is a great tool that allows for maintenance, information and tracking of all of the assets a community would want to place in it. Roads, water, sewer, facilities, hydrants, equipment anything you want to map, track, maintain and report on. Pricing levels were discussed but the price points were not discussed for a community Calmar size. It would be great to pass on this piece of information for our Asset Management committee.

January 31st – Special Meeting of Council – Blue Sky - Meet with council and administration to review our Recreation and strategic plans and to whiteboard larger future wishes and projects for our community. Review of current lands for development within our community. Discussion on what to do with current land and facilities owned by the town. Communication concepts and how to better engage our community.

Council Report

Don Faulkner

February 21, 2023

Jan. 10/23, MPC Meeting

- Temporary Outdoor Storage Yard.

Jan. 11/23, Special Council Meeting

- Agenda and Minutes on our website.

Jan. 16/23, Regular Council Meeting

- Agenda and Minutes on our website.

Jan. 18/23, L&DRWMC

- Canceled

Jan. 19/23, CRSWSC

- Approved Minutes from the Nov. 17/23, Organizational Meeting and the Nov. 17/23 Regular Meeting.
- Received Managers Report: Land Procurement & Third Party Agreements (continuing to work with the landowner on then West side of the highway for working space for installation of the transmission main), Construction contract has been awarded (Nisku Booster Station), Beaumont Piping Upgrades (part of the construction contract), City of Beaumont Development (notice received to proposed subdivisions), Regional Water Customers Group (Steering committee met and has provided report, available upon request), Louis Bull Tribe is meeting with CRSWSC to discuss possibilities.
- Treasurers Report: Commission Bylaw states that Commission members are required to pay a minimum of 90% of the volume requested (we were 86.5%) and the commission made and passed a motion to forgive Calmar for their short comings.
- Final Budget Report: approved.

Jan. 25/23, 39/20 Alliance AGM

- As Mayor Sean (co-chair elect) was our rep. present I will leave it to him to give the details of the meeting, but I will say that the presentation by AST (Asset Status Tracker), was quite interesting, it gives field workers the ability to locate assets using a handheld GPS unit to record and track critical data from fire hydrants, meters pits, main breaks, curb stops, catch basins, utility poles and more. It can generate work orders and track

who did what, when and where, storing that information so that it can be applied to our asset management plan. Apparently several companies offer this package, it will partly come down to cost, but we will be needing a system like this. The savings working through 39/20 are minimal, so we should consider this on our own desire to implement it (Thorsby is going ahead with it).

Jan. 31/23, Blue Sky Meeting

- Enjoyed the conversation and look forward to information that will come from our discussion and direction administration was given to move it forward.

Council Report January 2023

Councillor Jaime McKeag Reber

January 11th- **Special Meeting**

January 16th **Regular Council Meeting**

January 19th **Town of Calmar Business Breakfast**- Another successful breakfast full of great conversations with our business community. I did end up in a conversation about the Town's social media with owners/representatives of Where my love grows, KidSport, County Vision and Hayduk Lumber about future initiatives and ways we (as the town) can promote our business community. I was able to pull in Ec. Dev Officer Sandra McIntosh to the conversation and I feel we had a really inspiring conversation that I have already seen some great posts on our social media that I think came from those conversations. I look forward to the next one!

January 20th- **Meeting with CAO Sylvain Losier**- Spent a few hours in the afternoon to discuss my new position as Chair for the Sub-Division Authority Board for Calmar. We went over the process and regulations so we can continue to move things along with inquiries in a timely manner and to make the best decisions in regard to the development for the future of Calmar.

January 21st- **Cadet Dinner**- I was happy to attend the Cadet Dinner with Councillor Benson and Mayor Carnahan. This was an interesting evening dedicated to our Youth who are involved in the local Cadet Program. A great dinner put on by the Legion where I had some great conversations with one of the families and members of the Legion. Councillor Benson and I got into a conversation with one of the young gentleman about what his favourite part about living in Calmar in was and I was surprised to hear that he loved when the sidewalks got refinished.

Of all the things to love about Calmar! Further into the conversation we discovered that this gentleman and his friends were avid skateboard and scooter fans and the new areas of sidewalk make it for easier stretches of riding. When asked about if they ever utilized the skatepark itself he said no, the ground itself it too rough for smooth riding the current structures aren't quite usable. Great food for thought as we continue to think about our Recreation possibilities and to never underestimate that the simple things like sidewalk repair and trail systems development effect our residents young and old.

Another conversation I had was with one of the Organizers and Lead Cadets (I am sure there is a much more profound or better term for this position) and it was brought to my attention the need for more spaces to be rented in Calmar for our youth activities as they are feeling like they are growing out of the space they are utilizing at this time.

January 23rd- **Communities in Bloom**- My first communities in bloom meeting as the new town representative. I am excited about this committee and grateful for the guidance from Councillor Gardner in answering all my questions. Current concerns are looking at some of the edgings in the Woodland Park area and the retaining wall. I am still getting my feet wet but looking forward to being apart of what makes the town so beautiful in the summer.

January 26th- **Meeting with owners of Hayduk Lumber**- took some time to visit to Hayduk Lumber to get some more clarity and insight into the proposed project on Mainstreet as I had attended the meeting that they first presented at virtually and wanted to ask a few questions about the project. Thankful they were willing to take the time to explain their vision and answer my questions.

Carey Benson Councilor Report January 2023

Jan 12th, 2023, EOEP Munis 101 training

- Basics of Governance & Legislation in Alberta
- The Elected Official's Role in Municipal Leadership (Part 1)

Jan 14th, 2023, Ribbon cutting for TMP.

- Attended the ribbon cutting ceremony at TMP, a new business to the town of Calmar.

Jan 16th, 2023, Regular Meeting of Council

- Discussions on our Sponsorship Policy, the motion was passed with few amendments.
- Discussion on our Fees and Rates for facilities and programs in Calmar
- We also talked about the AG society in town about ways we can partner up with them.
- Intermunicipal Committee has members of council appointed to it.
- Council is looking at ways to standardize its reports.
- Closed session.

Jan 19th, 2023, EOEP Munis 101 Training

- The Elected Official's Role in Municipal Leadership

Jan 21st, 2023, Cadet Dinner

- Attended the Dinner with Councillor McKeag-Reber and Mayor Carnahan. Wonderful evening with good food and may fun times had by all. Councillor McKeag-Reber and I had a good discussion with one youth member of the cadets. We asked him what he likes to do in town, and he had said skateboarding and that lead to us asking him if he uses the skate park. He said to us no not really cause the skate park isn't designed well.

Jan 26th, 2023, EOEP Munis 101 Training

- The Role of Municipal Planning and Development
- Effective Collaboration

Jan 30th, 2023, YRL Orientation

- Learnt about how the Yellowhead Regional Library helps the libraries in its region and how its structured.
- I learnt that there is a Master Membership Agreement between YRL and the Town of Calmar.
- YRL has E-learning tools for its members to use at their local libraries.

Jan 31st, 2023, Blue Sky Meeting

- Good discussion from all of council on what we like to see happening in town our the next few years.



PO Box 460, 56 Wheatland Avenue
Smoky Lake AB T0A 3C0
PH: 780-656-3674 | FX: 780-656-3675
smokylake.ca | town@smokylake.ca

February 6, 2023

Nadja Lacroix
Senior Manager,
Inspections Gaming
Nadja.lacroix@aglc.ca

**Re: Letter of Support: Appeal of Denied Application to Relocate
Camrose Casino to South Edmonton**

Dear Nadja:

On behalf of the Not-for-Profit community groups and the residents of the Town of Smoky Lake, please accept this letter in support of the owners of the Camrose casino appeal of the AGLCs decision to deny the request to relocate the casino from Camrose to South Edmonton.

The decision to deny the relocation, we are informed, may result in the closure of the casino. This will have a significant negative impact on our community groups and, by extension the people within our region. The casino has long been a significant source of funding for the groups in our rural area.

In the current economy, parents specifically rely on an equitable charitable gaming model to help serve the under-served (the rural people within the Province of Alberta). Those same parents are the eager volunteers who take advantage of every opportunity they are given to “work at a casino event” to raise much needed funds for their organization.

I'm given to understand that should the Camrose casino close, our groups will have far fewer fundraising opportunities and will have to travel greater distances to fill the funding gap.

.../2

Letter of Support: Appeal of Denied Application to Relocate Camrose Casino to South Edmonton
(Page 2)

Again, in the pursuit of equality of opportunity that would have Rural Albertans presented with the same funding opportunities as our urban counterparts, we ask that you consider the appeal by the Camrose Casino owners and allow the relocation. This will ensure the survival and growth of the current rural charitable gaming region.

Sincerely,

TOWN OF SMOKY LAKE
Per

Amy Cherniwchan
Mayor
Town of Smoky Lake

AC/bt

Cc:

Glenn van Dijken, MLA – Athabasca.Barrhead.Westlock@assembly.ab.ca

Brian Jean, Minister of Jobs, Economy & Northern Development –
jend.minister@gov.ab.ca

Travis Toews, President of Treasury Board & Minister of Finance – tbf.minister@gov.ab.ca

Nicole Marshall, Director of Alcohol, Gaming & Cannabis – Nicole.marshall@gov.ab.ca

Kandice Machado, AGLC CEO – kandice.machado@aglc.ca

Len Rhodes, AGLC Board Chair – len.rhodes@aglc.ca

Wyatt Skabron, Manager of Policy & Advocacy, RMA – wyatt@rmaalberta.com



PO Box 30 5407 50th Street
Tofield, Alberta T0B 4J0
P 780 662 3269
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E tofieldadmin@tofieldalberta.ca
W www.tofieldalberta.ca

February 14, 2023

Nadja Lacroix
Senior Manager
Inspections Gaming
Nadja.lacroix@aglc.ca

Re: Letter of Support – Relocation of Camrose Casino

Dear Nadja:

Rural Alberta, and their communities are comprised of community groups, clubs, charitable organizations and societies. The culmination of these organizations leads to the betterment of communities on a whole. These organizations work tirelessly on behalf of the community to provide enhancements through projects that would not be possible without their hard work and dedication. However, the key factor to success is funding. These groups are often accessing funding through casinos. As many other communities have stated, accessing funding through casinos is often multiple months away, which could leave these important projects, or enhancements without the ability to move forward.

Having an ability for Tofield to access a larger pool of casino opportunities would provide a higher element of success. Our proximity to a larger urban location, such as Edmonton, or even Saint Albert, is no further than the distance to Camrose. Although we have been thankful when our service groups have been successful in accessing Camrose Casino, it is an exceptionally long wait, and the return is minimal, at best.

Upon review, this appears to be another slight to Rural Alberta, which as of recent seems to be continually accumulating, and enhancing barriers to provide success for the communities each of us represent. We believe there should be an allowance for relocation for the Camrose Casino. The relocation would allow for the betterment of our entire region, as well as Rural Alberta.

Nadja Lacroix
Senior Manager
Inspections Gaming
Page 2

Further, the pooling of accessible casinos in larger urban settings would provide an enhanced level of success for Rural Alberta. The major urbans have additional resources and accessing abilities, as opposed to those of us in outlying areas. Collectively, the barriers need to be reduced to allow us all to flourish and provide betterment to our communities.

Respectfully,

Debora L. Dueck

Debora Dueck
Mayor
Town of Tofield

Cc.

Jackie Lovely, MLA Jackie.Lovely@assembly.ab.ca

Brian Jean, Minister of Jobs, Economy & Northern Development – jend.minister@gov.ab.ca

Travis Toews, President of Treasury Board & Minister of Finance – tbf.minister@gov.ab.ca

Nicole Marshall, Director of Alcohol, Gaming & Cannabis – Nicole.marshall@gov.ab.ca

Kandice Machado, AGLC CEO – kandice.machado@aglc.ca

Len Rhodes, AGLC Board Chair – len.rhodes@aglc.ca

Wyatt Skabron, Manager of Policy & Advocacy, RMA – wyatt@rmaalberta.com

Dan Rude, Chief Executive Officer, AB Munis - dan@abmunis.ca

Solution 105

RECEIVED

FEB 10 2023

TOWN OF CALMAR - INT.



February 1, 2023

Town of Calmar
PO Box 750
Calmar, Alberta
TOC OVO Canada

Dear Mr. Sean Carnahan,

Have you recently been impacted by volatile utility rates? Are you facing an imminent procurement decision for your organization.

We can help. We are completely independent from all retailers and associations, we have just completed work for other municipal groups, and we can do the same for you.

Please allow me to introduce Solution 105 Consulting Ltd. Our company is a 23-year-old Alberta-based consultancy that focuses on technical, engineering, and data analytics to create utility optimization and savings for clients. Recent pricing volatility in energy markets coupled with onerous administrative fees have created an environment where our services have never been more valuable. Our team of experts have a single goal: to reduce the amount you spend on utilities including gas, electricity and water. We do this through leveraging our expertise in procurement, budgeting, budget variance analysis, submetering, forecasting, contract negotiation, load profiling, real time monitoring and alarming, auditing, benchmarking and certification services. Having such a diverse toolbox allows us to bring value to practically every customer insofar as utilities are concerned.

Solution 105 has worked with federal, provincial and municipal governments, large real estate development companies, sports/entertainment complexes, large office buildings and retail malls and many more. We recently began work with the City of Camrose providing assistance in lowering their utility costs through effective procurement strategies. Our customer list includes the City of Edmonton, City of Leduc, Strathcona County, Edmonton Public and Catholic School Boards, Canada Safeway, MacEwan University, NAIT, Oxford Properties and many more. Collectively, our efforts have saved our clients hundreds of millions of dollars through utility optimization.

We would truly enjoy getting to know you and your organization, meeting to hear about the biggest pain points you may have regarding utilities and presenting opportunities for you to save money and reduce your carbon footprint. Along with our partner organizations, Solution 105 is fully capable of assisting you in developing and executing your ESG strategy or any compliance plans you may have. Do you have time in the next 4-6 weeks to meet with us to discuss how we can save your organization money? Please get in touch with us to arrange a time for a discussion.

Sincerely,

Guy Meyer, MBA
Director of Marketing and Sales
Solution 105 Consulting Ltd
meyer@solution105.com

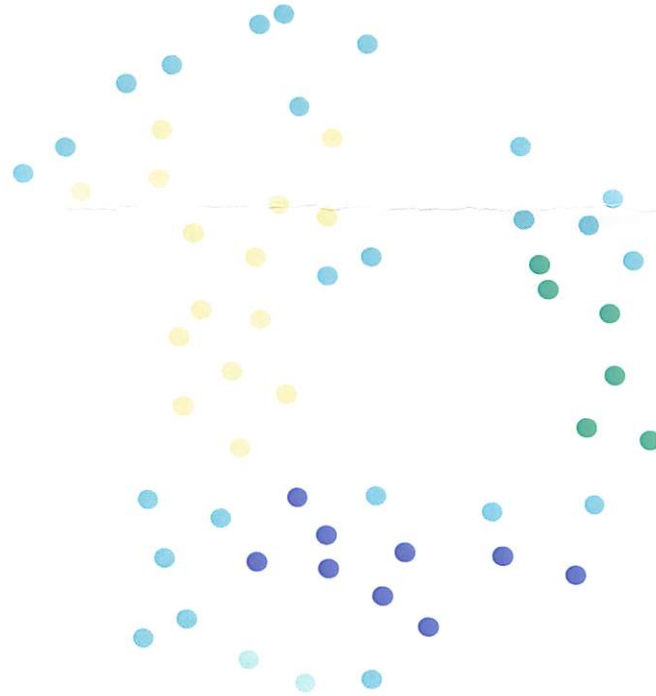
Making Sense of Energy

Solution 105

(780) 429 -4774
info@solution105.com
solution105.com

Reduce your footprint, Save money, & Empower your business

At Solution 105, we stop at nothing to get you the best deals on energy and water. As a completely independent utilities consulting firm, we work with a variety of service providers to reduce your energy consumption and costs. Because what makes sense for your profits also makes sense for the environment.



Services

Discover our wide range of cost-saving solutions



Submetering

Measure your electricity, water, and gas separately to accurately assess your utility usage. Split property metering with separate tenants, so you can give each renter clear and personalized bills.



Procurement & Contract Negotiation

Energy contracts can be extremely complex, often containing confusing and unfamiliar industry language. As an independent third party, we strive to find you the best agreement, objectively analyzing each potential service and provider for your business.



Utility Bill Auditing & Tracking

You can't save on energy usage if you aren't tracking it. Our utility bill tracking and auditing system provides a clear model of your charges, keeping you informed about any discrepancies. In the case of an overcharge, we work directly with the utility company to ensure that you're compensated.



Load Profiling & Budget Creation

Our load profiling techniques forecast energy consumption to within 1% of the actual bill. This, paired with a common budgeting system, allows you to easily understand consumption across your properties and accurately manage cash flow.



Real Time Monitoring & Alarming

Respond to market challenges and capitalize on the savings these opportunities create. Receive automated responses to dim your lights or adjust your thermostat if your set price thresholds are exceeded.



Budget Variance Analysis Reports

Confirm your operating expenses, so managers and operations staff can track costs and manage cash flow across the entire budget.



Benchmarking

Compare expenses and easily identify inefficiencies within your property portfolio.



Environmental Solutions

At Solution 105, we're committed to saving the planet along with every dollar we save you on your energy bills. We offer a variety of services that cut your property expenses, while also reducing your energy consumption and emissions.

Discover how we can help you manage your utilities, save money, and reduce your environmental impact.

Book a free consultation
at solution105.com or call our
support team at 1-866-466-4774

Solution 105

Main Office: 780-429-4774
Tollfree: 1-866-466-4774
Fax: 780-429-4994
E-Mail: info@solution105.com
Web: www.solution105.com

Experience

A respected independent energy consulting company with over 80 years of experience and knowledge in the energy and utility industry. We have purchased over \$3 billion worth of energy and saved our clients over \$120 million dollars through our services. We are proud to be headquartered in Edmonton and in business for over 23 years. Solution 105 services a wide range of business sectors including:

- Property Management
- Condominiums
- Office
- Educational
- Health/Institutional
- Retail/Shopping Centers
- Multi-Residential/Hotel
- Industrial/Manufacturing
- Municipalities

Clients

- Oxford Properties Group
- Manulife Investment Management
- Morguard Investments Limited
- City of Edmonton
- Aspen Properties
- Cushman & Wakefield Asset Services
- Cadillac Fairview Corporation
- Edmonton Public Schools
- City of Saskatoon

Products & Services

We provide total energy management for power, natural gas, and water. We focus on procurement strategies, post-contract monitoring, and submetering however we are constantly expanding our product offerings to serve the growing needs of the energy marketplace.

- Energy Procurement
- Utility Bill Auditing
- Budget Variance Analysis Reports
- Load Profiling/Budget Creation
- Real-time Monitoring & Alarming
- Environmental Solutions/Emissions Monitoring
- On-line Energy Management System
- Contract Negotiation
- Utility Bill Tracking
- Regulatory Issues
- Submetering
- Multi-site Benchmarking
- Portfolio Rebalancing
- Cogeneration Projects

Deliverables

We make everything about managing your utilities simple. We will help you:

- minimize your energy consumption
- evaluate your retailer obligations
- develop detailed hourly forecasts
- create accurate utility bills
- assist with emission reduction initiatives
- lower your energy price
- On-line Energy Management System
- maximize your options
- identify budget deviations
- deal with billing errors
- strategize the best energy contract

From: [Karen Buss](#)
To: [Sylvain Losier](#); [Heather Bryans](#)
Subject: FW: Rural Charities AGLC Gaming Revenues Equality
Date: Tuesday, February 14, 2023 3:15:17 PM
Attachments: [Camrose Casino Relocation Information Memo Jan 2023.docx](#)

From: Rural Charities <ruralcharitiesalberta@gmail.com>
Sent: Tuesday, February 14, 2023 3:13 PM
To: Rural Charities <ruralcharitiesalberta@gmail.com>
Subject: Rural Charities AGLC Gaming Revenues Equality

As you are likely aware, in 2022 the Camrose Casino applied to Alberta Gaming, Liquor and Cannabis (AGLC) to relocate to Edmonton; AGLC [subsequently denied the request](#). You are receiving this email because some or all of your municipality may be located within the Camrose or St. Albert charitable gaming region, and would be directly impacted by the AGLC's decision to not allow the relocation, which may result in the closure of the Camrose casino in the near future.

Under Alberta's current charitable gaming model, rural charitable organizations are significantly disadvantaged compared to their urban counterparts due to lower per-event revenues at rural casinos, and longer wait times between charitable event opportunities for individual charities. In 2018, RMA [developed a report and recommendations](#) for a more equitable charitable gaming model, which was submitted to the AGLC. No meaningful response was provided to the report.

While relocating the Camrose casino to Edmonton would not address province-wide issues with the current model, it would benefit charitable organizations currently within the Camrose and St. Albert casino regions (funding is pooled between the regions) as a move from Camrose to Edmonton is projected to significantly increase per-event revenues at the casino, which would likely continue to be the "home casino" for charitable organizations currently in the Camrose region. Camrose and St. Albert currently produce among the lowest per-event revenues and have among the highest wait times in the province, while Edmonton's five casinos currently produce the highest average per event revenues in the province and have among the shortest wait times. Moving the Camrose casino to Edmonton would be a small step in shifting towards a more equitable system, at least for charities in those regions. Despite this, one of the main reasons that the move was rejected was due to advocacy by Edmonton charitable organizations opposed to potentially losing a small portion of the revenues they currently receive due to the addition of another casino within the city for the benefit of rural organizations. It should be noted that Calgary currently has one casino reserved for the surrounding rural region.

The owners of the Camrose casino are appealing the AGLC's decision and are seeking support from impacted municipalities, community groups, and rural residents. I have attached a presentation and memo developed by the casino owners, both of which provide a more detailed overview of the issue and impacts on rural communities. The best way to weigh in on this issue is by submitting a letter directly to the AGLC. Letters can be sent to Nadja Lacroix, Senior Manager, Inspections Gaming, at

nadja.lacroix@aglc.ca, as well as AGLC CEO Kandice Machado at kandice.machado@aglc.ca or AGLC Board Chair Len Rhodes at len.rhodes@aglc.ca. The deadline to submit a letter on this issue is **February 21, 2023**. The owners of the Camrose Casino have also developed a website with further information and ideas on how to make your voice heard on this issue: <https://ruralcharities.ca/>.

The Camrose Casino is holding a webinar presenting an overview of the AGLC decision, the appeal process, potential impacts of the AGLC's decision on rural charities in the Camrose and St. Albert casino regions, and other information. There is no need to register in advance, so please feel free to distribute the invite within your municipality, to your neighbours, and to impacted charitable organizations in your community. Details are as follows:

Date: Wednesday, February 15

Time: 10:00 to 11:00am

Meeting link: <https://rmalberta.zoom.us/j/84509355029?pwd=U1ZDQWd5YUVJNWt0UFZjRzNKZWVvdz09>

If you are unable to attend, the webinar will be recorded and can be shared upon request.

Thanks!

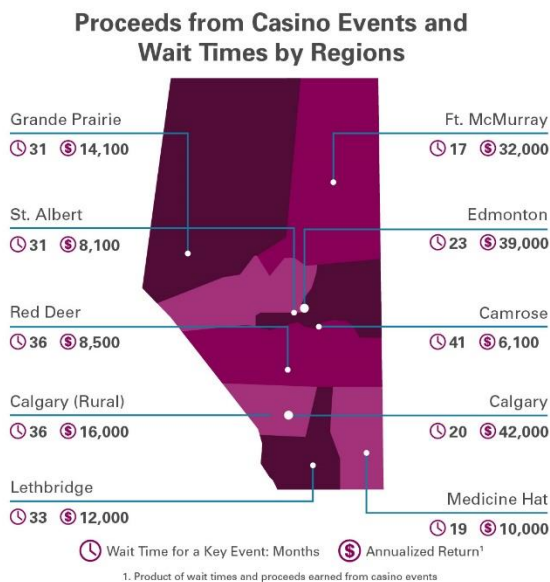


Alberta Rural Charities Set to Lose Out, Again

Edmonton – The Alberta Gaming, Liquor & Cannabis Commission (AGLC) has handed down a decision that will further shortchange rural charities. Already at a distinct disadvantage compared to their urban counterparts, rural charities are set to lose out once again thanks to the AGLC Board’s refusal to let the Camrose Resort Casino relocate to South Edmonton.

The disparity between urban and rural charitable event revenue is significant. It doesn’t matter if an event is held in a major urban centre or a rural community; the volunteers work the same number of hours. At the end of the night, however, a charitable event in the urban centre will bring in up to six times more revenue. What’s more, the average wait time for a gaming event is generally lower, too.

“AGLC’s unfair treatment of rural charities has been going on for decades, shortchanging rural communities hundreds of millions of dollars. Rural communities and their leaders should be alarmed by their mistreatment by AGLC and the failure by the AGLC Board to approve a relocation that would help to resolve this disparity,” said Jason Pechet, president of Capital City Casino, which owns the Camrose Resort Casino.



The proposed relocation would ensure revenues would continue to flow to rural charities. Given the pooling mechanism used by AGLC for the Camrose and St. Albert AGLC-defined regions, the proposed relocation would have benefitted hundreds of thousands of rural Albertans living in communities spanning from the B.C. border to the Saskatchewan border. According to AGLC’s own data, these two regions have the lowest revenues per gaming event (Camrose: \$6,100/event, St. Albert: \$8,100/event) and some of the highest event wait times (Camrose: 41 months, St. Albert: 31 months) in the entire province. By way of comparison, an event in Edmonton will generate \$39,000 in revenue and has a wait time of only 23 months.

“The AGLC Board’s decision is as frustrating as it is perplexing, especially given that AGLC management approved the relocation,” said Pechet. “One of the key recommendations that came out of AGLC’s extensive Charitable Gaming Model Review was to designate a casino in Edmonton to serve rural charities exclusively, just like Calgary has. We offered AGLC the perfect project – one that would create jobs, drive economic development, increase revenues for the province, and provide parity for rural charities. In a baffling move, the AGLC Board rejected our proposal citing concerns that its own management did not feel were issues.”

As the Camrose Resort Casino struggled to generate a sustainable amount of charitable revenues, AGLC made two decisions that effectively doomed the casino’s financial viability. In 2019, AGLC approved the relocation of the Century Mile Race Track Casino from Edmonton to just 60 km away from the Camrose Resort Casino. Then, in 2022, AGLC also green-lit the construction of a new Louis Bull First Nations Casino, which is just 55 km away. The local market isn’t large enough to support a single gaming facility, let alone three. What’s more, none of the revenue from the First Nations Casino or Race Track Casino will support rural charities in the Camrose and St. Albert regions.



The Camrose Resort Casino is asking Albertans upset with the unfair treatment of rural charities to let AGLC know they support the relocation of the Camrose Resort Casino.

275 Edmonton Charities wrote to AGLC to block the Camrose Casino relocation and deny rural charitable groups the opportunity to receive a fair and equal share of charitable gaming revenues.

Please send your message of support by calling or emailing AGLC at: 780-447-8847 / nadja.lacroix@aglc.ca.

Media Contact

Meredith McDonald

403-803-7608

meredith@cdnstrategy.com

Background Facts and Figures

- In June 2021, Capital City Casino hired HLT Advisory Inc., a consulting firm specializing in the gaming sector (and one that AGLC regularly uses), to review its relocation proposal. HLT Advisory Inc. determined relocating the Camrose Resort Casino would generate \$28 million of new, incremental AGLC revenue.
- AGLC estimates that relocating the Camrose Casino to South Edmonton would result in \$8.8 million in new, incremental revenues for charitable groups.
- St Albert and Camrose gaming regions are the only AGLC gaming regions in the province that pool revenues together. The relocation will increase the amount of charitable revenues for both the Camrose and the St Albert regions, improving parity with large urban charitable revenues. The relocation would improve the financial disparity issue for the two rural gaming regions, not just one.
- If the relocation application is unsuccessful, the Camrose Resort Casino will need to close its doors, and 650 regional charities will lose desperately needed revenues.
- In the event that the Camrose Casino relocated to Edmonton, AGLC estimates the decline in Edmonton Urban Charity revenue as \$8,438 per Urban Charity event, which is far less than if the Camrose Casino closed and all 650 regional charities were reallocated to Edmonton casinos, which would result in a decline of approximately \$14,000 per annualized event. In short, Edmonton Urban Charities have more to lose by opposing this relocation.

From: [rmckell@](mailto:rmckell@calmarpubliclibrary.ca)
To: sparkinson@calmarpubliclibrary.ca
Subject:
Date: Monday, January 23, 2023 5:46:30 PM

Dear Library Board Members,

My husband and I want to express our appreciation for the excellent service that the Calmar Library has provided for us in recent years.

During the early part of the Covid pandemic we phoned in the names of authors we were familiar with and the library staff packed bags of books for us to pick up at the back door. Thankfully the librarians had a pretty good idea of what types of books appealed to us by the time we had run out of names of authors to suggest. The staff did an outstanding job of choosing books for us. I was late back from cross country skiing one time, and wouldn't have been able to pick up the latest batch of books because no time slots were available. I declared it a book emergency and the person on duty laughed and came up with a way for me to safely pick up a supply of reading material for the weekend. Having books to read and movies to view enabled us to sail happily through the pandemic.

We have been able to obtain help in organizing and sending pictures from our phone, scanning documents and figuring out how to do some tasks on the computer from the librarians. The staff has been extremely patient in teaching us how to use devices that we are not familiar with.

The Calmar Library is a very welcoming place. We look forward to each visit because the staff is pleasant to everyone. The creative book displays showcase books that might be hard to see when they are on the shelves.

We hope that the town will find a way to increase the budget that the library receives so that it is possible to order more new books and pay staff to work for more hours. We are using the library more now than ever, so having new titles on the shelves is important to us. The library is a wonderful asset for people from Calmar and Leduc County. Children who read are more likely to be successful in school and seniors certainly benefit from having a good library.

Sincerely,
Carol Ann McKell