

TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD
IN PERSON AND VIRTUALLY ON MAY 15, 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 |
| | a) Leduc – Nisku – Wetaskiwin Chamber of Commerce |
| | b) Michael Leonardo – Bylaw Complaint |
| 5. | Adoption of Minutes |
| | a) Regular Council Meeting – May 01, 2023 |
| 6. | Unfinished Business |
| | a) Devon Memorandum agreement |
| 7. | Bylaws or Policies - none |
| 8. | New Business |
| | a) Waiver of Penalties T/A 0212 |
| | b) Invitation to Maskekosihk Treaty Education Gathering – Discussion Only |
| | c) Falun Dafa Day Flag Raising |
| | d) Capital Budget Adjustment RFD |
| | e) Program Centre Wifi Contract |
| | f) Black Gold School Division Agreement |
| 9. | Financial – None |
| 10. | Department Reports |
| | a) CAO Losier |
| | b) Planning & Development |
| | c) Corporate Services |
| | d) Enforcement Services |
| | e) Emergency Management |
| | f) Public Works |
| | g) Economic Development |
| | h) Recreation |
| | i) Family & Community Support Services |
| | j) Growth Report |
| 11. | Council and Committee Reports |
| | a) Mayor Carnahan - none |
| | b) Councillor Faulkner |
| | c) Councillor Gardner |
| | d) Councillor McKeag Reber |
| | e) Councillor Benson |
| 12. | Action Items – None |
| 13. | Correspondence |
| | a) 2022 LDRWMC Financial Statements |
| | b) Yellowhead County Letter re: delay election |

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AGENDA

- 14. Clarification of Agenda Business – (Open mic)**
- 15. Closed Session**
 - a) Advice from Official - (Pursuant to Section 24(1)(a) of the Freedom of Information and Protection of Privacy Act)
- 16. Adjournment**



2023 Calmar Council Presentation





START UP

LEDUC • WETASKIWIN REGIONS

Providing new start-ups, entrepreneurs, and home-based businesses with essential resources, training, and connections to succeed.

Current Municipal Partners



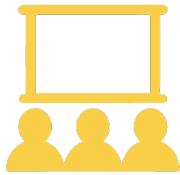


2022

Steps Sessions

74

COACHING
SESSIONS



50

UNIQUE
VISITORS

1-1 coaching to provide resources, connections or training on one topic from the Initial Business Strategy Checklist.

Series Events

101

ATTENDED
LIVE/VIRTUAL

4

SERIES
EVENTS

Free training provides hands on learning for anyone considering entrepreneurship. Three of the four events were hosted virtually to facilitate attendance to a wider audience. 4 series events planned for 2023.



Mastermind Group

10

MEMBERS

A peer-to-peer mentoring group used to help members solve their problems with input and advice from the other group members.



2022

SMARTstart Entrepreneurial Program



13 ENTREPRENEURS
REGISTERED

- ↳ matched 1-1 with a local business mentor
- ↳ completed online training modules
- ↳ given feedback on for ongoing work
- ↳ 11 completed the program

11

**LIVE WORKSHOP
SESSIONS**

facilitated by local industry professionals on various topics.

Calmar businesses are part of our:

1. StartUp Steps Sessions
2. StartUp Series Workshops
3. Monthly Mastermind Group Meet Ups
4. SMARTstart Entrepreneur + Mentorship Program



COMING SOON!

**YES-
UP↑**

YOUTH • ENTREPRENEUR • START UP
LEDUC - WETASKIWIN REGIONS



START UP

LEDUC • WETASKIWIN REGIONS

Request for funding of \$2,000, allowing us to continue supporting Calmar-based StartUp businesses from idea phase to operating in the first 5 years.

This includes anyone who lives in or operates a business in Calmar.

Current Municipal Partners



New Municipal Partner



THE CHAMBER

LEDUC • NISKU • WETASKIWIN REGIONS

DISCOVER LEDUC REGION

THE
CHAMBER
LEDUC • NISKU • WETASKIWIN REGIONS

CITY OF
Leduc

LEDUC
COUNTY

BEAUMONT

TOWN OF
CALMAR

TOWN OF
Devon
ALBERTA

Millet

Discover Leduc Region (DLR) is a regional tourism initiative created to increase visitation to the region, educate locals + visitors, and have the Leduc region recognized as a sought-after Alberta travel destination. DLR is the Leduc Region's Destination Marketing Organization (DMO). It is the collective voice of tourism—dedicated to highlighting events, promoting attractions and offerings, sharing available grants and funding to the tourism industry, and featuring unique local experiences + businesses. The Leduc Region and its people have amazing stories to share, and we exist to highlight, enhance, and promote these stories locally and globally.



Increase brand awareness.



Enhance the visitor experience.



Provide solutions that drive visitation.



Showcase local, authentic experiences.



Promote regional collaboration, diversity + inclusiveness.



Generate leads with an economic growth mindset for the region.

OUR COMMUNITIES: TOWN OF CALMAR

Featured hub on website, showcasing attractions and places to eat.

Blogs + stories highlighting local businesses.



READ MORE

6 Discoveries To Satisfy The Winter Blues



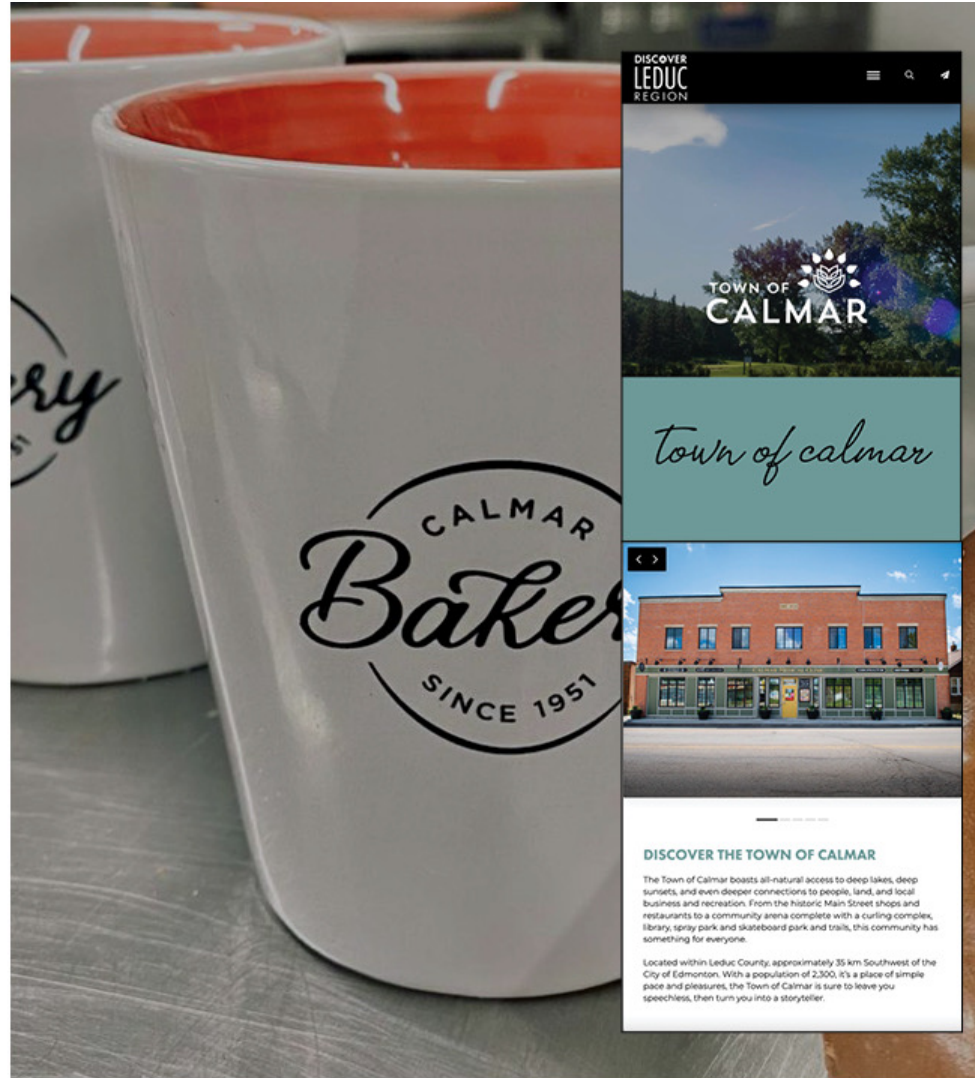
READ MORE

Local Eats In The Leduc Region



READ MORE

10 Ice Cream Spots In The Leduc Region



THE CHAMBER

LEDUC • NISKU • WETASKIWIN REGIONS

OUR COMMUNITIES:
TOWN OF CALMAR

**Social media posts,
tagging local
businesses.**

**Newsletter featuring
community events.**





JOB CONNECTOR

LEDUC | NISKU | WETASKIWIN | DEVON

More than

190

local listings
monthly



JOB CONNECTOR
LEDUC | NISKU | WETASKIWIN | DEVON

**Find your dream job
right here in our region.**



RIBBON CUTTING GRAND OPENING





Opportunities + listings

BUSINESS FOR **SALE?** SPACE FOR **LEASE?**





BUSINESS AWARDS GALA





EDUCATION SESSIONS



Inclusive Growth Dialogue Series



**THE
CHAMBER**
LEDUC • NISKU • WETASKIWIN REGIONS



**THE
CHAMBER**
LEDUC • NISKU • WETASKIWIN REGIONS

**BUSINESS
expo
+ JOB FAIR**



DFW
Career Services
**BUSINESS
expo
+ JOB FAIR**
PRESENTED BY **THE CHAMBER**



GOLF TOURNAMENT

CHAMBER GOLF
tournament





OCTOBER LUNCHEON





NOVEMBER LUNCHEON



**THE
CHAMBER**
LEDUC • NISKU • WETASKIWIN REGIONS

luncheon



SPIRIT OF GIVING LUNCHEON

SPIRIT
OF GIVING
luncheon



Truck Rigging & Trailers





WELCOME TO
THE CHAMBER

**We currently work with over 40
businesses through Discover Leduc,
StartUp Leduc & The Chamber.**

(Y)OUR COMMUNITY | BUSINESS | CHAMBER



Thank you!

(Y)OUR COMMUNITY | BUSINESS | CHAMBER

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD IN PERSON
AND VIRTUALLY ON MONDAY MAY 01, 2023**

Access Code: 211-016-493

1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of May 01, 2023, to order at the hour of 7:01pm.

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

2. **ADOPTION OF AGENDA:**

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

**CARRIED
R-23-05-0147**

Addition of fire ban discussion under new business

3. **PUBLIC HEARINGS:**

- a) **Bylaw #2023-15** – Amendment to Land Use Bylaw

Public Hearing opened @ 7:03 pm

No comments

Public Hearing closed @ 7:07 pm

- b) **Bylaw #2023-16**

Public Hearing opened @ 7:07 pm

No comments

Public Hearing closed @ 7:10 pm

4. **DELEGATIONS: None**

5. **ADOPTION OF MINUTES:**

- a) **Regular Council Meeting** – April 17, 2023

Moved by Councillor McKeag Reber that the minutes of the Regular Council Meeting of April 17, 2023, are hereby approved as amended.

**CARRIED
R-23-05-0148**

- b) **Special Meeting of Council** – April 24, 2023

Moved by Councillor Benson that the minutes of the Special Meeting of Council of April 24, 2023, are hereby approved as amended.

**CARRIED
R-23-05-0149**

6. **UNFINISHED BUSINESS: None**

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7. BYLAWS or POLICIES

a) Bylaw #2023-15 – Amendment to Land Use Bylaw

Moved by Councillor Faulkner that Council passes a motion to give Bylaw 2023-15 – Amendment to Land Use Bylaw second reading.

**CARRIED
R-23-05-0150**

Moved by Councillor Gardner that Council passes a motion to give Bylaw 2023-15 – Amendment to Land Use Bylaw third reading.

**CARRIED
R-23-05-0151**

b) Bylaw #2023-16 – Amendment to Land Use Bylaw

Moved by Councillor McKeag Reber that Council passes a motion to give Bylaw 2023-16 – Amendment to Land Use Bylaw second reading.

**CARRIED
R-23-05-0152**

Moved by Councillor Faulkner that Council passes a motion to give Bylaw 2023-16 – Amendment to Land Use Bylaw third reading.

**CARRIED
R-23-05-0153**

c) Bylaw #2023-18 – Intermunicipal Development Plan Bylaw

Moved by Councillor Faulkner that Council passes a motion to give Bylaw 2023-18 – Intermunicipal Development Plan Bylaw first reading.

**CARRIED
R-23-05-0154**

d) Bylaw #2023-19 – Intermunicipal Collaboration Framework Bylaw

Moved by Councillor Gardner to amend the heading on the proposed bylaw 2023-19 to remove the mention of the regional SDAB and replace it with the reference to the ICF.

**CARRIED
R-23-05-0155**

Moved by Councillor Benson that Council passes a motion to give Bylaw 2023-19 – Intermunicipal Collaboration Framework Bylaw first reading as amended.

**CARRIED
R-23-05-0156**

e) Policy #2023-106 – Procurement Policy

Moved by Councillor Benson that Council passes a motion to adopt Policy #2023-106 – Procurement Policy as amended.

**CARRIED
R-23-05-0157**

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8. NEW BUSINESS:

a) Seniors' Week Declaration

Moved by Councillor Faulkner that Council pass a motion have the Mayor sign the declaration acknowledging the week of June 5th – 11th, 2023 as Seniors' Week within the Town of Calmar.

**CARRIED
R-23-05-0158**

b) National Public Works Week Proclamation

Moved by Councillor Gardner that Council pass a motion to sign the National Public Works Week Proclamation, recognizing the week of May 21st – 27th, 2023 as National Public Works Week. Administration will explore the possibility of hosting a Public Works Week event.

**CARRIED
R-23-05-0159**

*Recessed at 8:27 pm
Reconvened at 8:36 pm*

c) Memorandum of Understanding with the Town of Devon for CPO Services – Discussion Only

d) 39/20 Alliance Structure and Operations

Moved by Councillor McKeag Reber that Council pass a motion to direct the Mayor to sign the documentation on behalf of Council with the understanding that there is no annual fee. Furthermore, Calmar's representatives on the Alliance should report back to Council at year end with an evaluation of the progress and/or the value of being a member. Administration is also directed to draft a letter signed by the Mayor, clearly stating our expectations of the Alliance and the consequences should these expectations not be met.

**CARRIED
R-23-05-0160**

e) Fire Ban – Addition to Agenda

9. FINANCIAL:

a) 2023 January – March Trial Balance

Moved by Mayor Carnahan that Council pass a motion to accept the report as information.

**CARRIED
R-23-05-0161**

10. DEPARTMENT REPORTS: None

11. COUNCIL AND COMMITTEE REPORTS: None

12. ACTION ITEM: None

13. CORRESPONDENCE: None

14. CLARIFICATION OF AGENDA BUSINESS – (Open mic)

15. CLOSED SESSION: None

**REGULAR MEETING OF COUNCIL
OF THE TOWN OF CALMAR WAS HELD IN PERSON
AND VIRTUALLY ON MONDAY MAY 01, 2023**

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16. ADJOURNMENT:

The Regular Council Meeting adjourned at 9:42 pm.

These minutes signed this 15th day of May 2023.

Mayor Carnahan

CAO Losier

Un-Approved Minutes

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	CAO Losier,
Title:	CPO Agreement with Devon
Approved By:	CAO Losier
Agenda Item Number:	6A

BACKGROUND/PROPOSAL:

At its May 1st meeting, Council received a report about the Calmar-Devon Community Peace Officer Agreement. The agreement expired in February and therefore, Administration is looking to renew this agreement that has been successful. During the meeting, Council asked about the amount of time invested in this partnership. Even though Administration does not officially track the time, looking at the notebook and thinking about the last few months, it is fair to say that time is minimal. Administration believes that it is about 2 hours per month, unless a special event occurs.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Having the agreement enables the municipalities to help the other without having to fill all the paperwork required by the Office of the Solicitor General. Without the agreement, every time that Devon would come to assist us, they would have to do a significant amount of paperwork, and the same would go for us helping them.

Option 1 – Council agrees to renew the agreement for a period of 3 years and Direct the CAO to coordinate with his counterpart to finalize the document and get it ready for signature.

Option 2 – Council decides to not renew the agreement.

COSTS/SOURCE OF FUNDING (if applicable)

As we are exchanging time, there is no cost for this agreement.

RECOMMENDED ACTION:

That Council approves option 1.



MEMORANDUM OF AGREEMENT ENTERED INTO AS OF THIS ___ DAY OF _____, 2023 BETWEEN:

TOWN OF DEVON

a municipality incorporated under the laws of the Province of Alberta
(hereinafter called "Devon")

and

TOWN OF CALMAR

a municipality incorporated under the laws of the Province of Alberta
(hereinafter called "Calmar")

WHEREAS Devon and Calmar employ Peace Officers;

AND WHEREAS Devon and Calmar are desirous of establishing an Agreement to share Peace Officer Services for the purpose of quality public safety in line with Alberta's current Traffic Safety Plan by working together, providing assistance to each other, and for the safety of Peace Officer's in each Municipality,

AND WHEREAS Alberta's current Traffic Safety Plan is a provincial traffic safety initiative to reduce the average number of road users killed or seriously injured by focusing education and enforcement initiatives on increased seat belt and child restraint use, speed related crashes;

AND WHEREAS The Peace Officer Act RSA 2007, being Chapter P-3.5, requires that an Agreement be entered into between the two (2) municipalities;

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

1. GENERAL PROVISIONS

1.1. Purpose

The purpose of this Agreement shall be to allow Peace Officers of each of the Parties to assist each other in the performance of their duties by working together or autonomously with the intent of achieving the objectives of Alberta's current Traffic Safety Plan and Quality Public Safety.



1.2. Cost

The Parties of the municipalities shall be liable for all costs and actions of their Peace Officers while they are assisting the Peace Officers employed by the other including, but not limited to, office supplies, equipment, training and education, uniforms, travel, employee salaries, benefits and disciplinary proceedings.

1.3. Liability insurance

Each of the Parties municipality shall maintain general liability insurance coverage covering the Peace Officer Services provided under this Agreement.

1.4. Complaint received

The Parties of the municipalities acknowledge that any complaint received with respect to the provision of Peace Officer Services by Peace Officers pursuant to this Agreement shall be immediately forwarded to the respective person designated to receive such complaint pursuant to the disciplinary policies in place for the department.

1.5. Indemnity

The Party of each municipality agrees to indemnify and save. harmless the municipality or their agents, servants, officers, elected officials or employees) with respect to any claim, action, suit, proceeding or demand including those related to negligence, made or brought against the municipality (or any of them, their agents, servants, officers, elected officials or employees) by the third party with respect to any occurrence, incident, accident or happening relating to the provisions of the Peace Officer Services pursuant to this Agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servants, elected officials or employees).

1.6. Terminology

For the purposes of this Agreement, the term "*department of jurisdiction*" shall mean the municipality whose corporate boundaries encompass the enforcement action.

1.7. Protocol

When the Peace Officers encounter a situation requiring enforcement in the other municipality;

- a) The Peace Officer will conduct investigation, determine appropriate enforcement action.
- b) The Peace Officer will create file detailing investigation.
- c) The Peace Officer will, as soon as practicable, notify the department supervisor of the jurisdiction of any investigation and/or actions taken, and will provide a file number.

When a Peace Officer is assisting the department of that jurisdiction, the officer in charge shall be the most senior officer or highest-ranking officer from the department.



1.8. Other party interaction

In the event a complaint or request for an investigation is received from another agency, the Peace Officer shall ensure the department of jurisdictions has been notified and no action will take place until the procedure outlines in Section 4 of this Agreement is followed.

1.9. Revenues

Any fines generated through enforcement shall have the appropriate municipality of jurisdiction in the collator section of the violation ticket.

1.10. Termination

If the authorization to employ Peace Officers for each of the municipalities is terminated by the Alberta Solicitor General and Public Security, then this Agreement will similarly be immediately terminated.

Notwithstanding the above, any party may terminate or suspend this Agreement by giving 4 weeks' written notice, without cause to the other party.

2. TERM

2.1. Term of Agreement

The term of this Agreement shall be from May __, 2023 and shall terminate on May 31, 2026. The Agreement may be extended with the consent of both parties prior to expiry.

3. CONFIDENTIALITY

3.1. Confidentiality

Neither of the Parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent from the other Parties.

4. NOTIFICATIONS

4.1. Notices

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



Town of Calmar

Box 750, 4901 - 50th Ave
Calmar, AB T0C 0V0
Attention: Community Peace Officer
Email: pleggio@calmar.ca

Town of Devon

1 Columbia Ave
Devon, AB T9G 1A1
Attention: Community Peace Officer
Email: peaceofficer@devon.ca

4.2. Deemed Notification

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

5. REVIEW AND AMENDMENTS

5.1. Process

This Agreement may be reviewed and at any time amended, by mutual consent of the Parties periodically.

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

Town of Devon

Per _____

Per _____

Town of Calmar

Per _____

Per _____



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	May 15, 2023
Originated By:	ADCS Bryans
Title:	Waiver of Penalties for Tax Roll #0212
Approved By:	CAO Losier
Agenda Item Number:	8 A

BACKGROUND/PROPOSAL:

On April 28th an email request has been received from the property owner of tax account #0212 to waive the late payment penalties on this account.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

On April 28th the owner of this property called the office as they were given our letter advising of tax arrears by one of the businesses operating in their building. They stated that they have never received any of the ten tax arrears letters that were sent to them, or the 2022 tax notice. There were also 19 letters advising them that the outstanding utilities have been transferred to their tax roll.

In 2018 they advised the Town Office to update their mailing address to a PO Box in Calmar, which was the same address the Town has been using for their account since. In discussions on the 28th they stated that they did come into the office to advise us to change their mailing address, but they do not know when that was or who they spoke to. The office has no record of this discussion.

The owner would like to request that the penalties applied to the account, going back to January 2022, in the amount of \$5,015.67 be waived as they were not in receipt of any of the mailed communication from the Town. With regards to the mail, the Town is not in receipt of any returned or undeliverable mail sent to the address we had on file for this account.

Option 1 – Council pass a motion to waive the penalties in the amount of \$5,015.67

Option 2 – Council pass a motion to waive a portion of the penalties.

Option 3 – Council pass a motion to leave the penalties stand.

COSTS/SOURCE OF FUNDING (if applicable)

Depending on the decision of Council the cost could range anywhere from \$0.00 to \$5,015.67.

RECOMMENDED ACTION:

Council pass a motion to leave the penalties stand.



May 1, 2023

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

Hello Mayor Carnahan and Council,

Re: Invitation to the Maskêkosihk Treaty Partners Educational Gathering - August 9 & 10

On behalf of the Maskêkosihk Office of Convention and Governance (Treaty House) Enoch Cree Nation, we humbly invite you, your council and senior management to attend the first Treaty Partners Educational Gathering on August 9 & 10, 2023 at the Enoch Pow-Wow grounds.

This two-day gathering aims to educate our external Treaty partners - municipalities, counties, and their local governments. Through education, awareness and the opportunity to experience our culture, we can establish better communication, trust and partnerships with our allies.

Each local government who resides within our collective territories and lands have a responsibility through Treaty - to act faithfully as a Treaty Partner with each respective Nation, and to fulfill their obligations as partners through this covenant. Change can only happen through understanding, and we want to support the path each of our Treaty partners are on.

This is a great opportunity to sit with us to better understand not only the truthful history of this land, but to be inspired by Treaty and the path we are on together.

We are inviting you to come represent your community, meet with regional Treaty Six leadership, to be inspired and feel supported on your learning journey.

Please RSVP by May 31, 2023 if you are able to attend. Event itinerary will be provided at a later date.

Please contact Mitch Wincentaylo at treatypartnerconsulting@gmail.com with any questions, or to confirm your attendance.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Mitch Wincentaylo".

Mitch Wincentaylo
Treaty Partner Consulting & Advising
External Treaty Partner Liaison, MOCG



SAVE THE DATE!

TREATY PARTNER GATHERING

AUGUST 9-10

Enoch Cree Nation

Pow-Wow & Cultural Grounds

INVITING ALL OF OUR TREATY PARTNERS!

MASKEKOSIHK INVITES ALL OF OUR TREATY PARTNERS TO PARTICIPATE IN A TWO-DAY GATHERING, TO SHARE KNOWLEDGE REGARDING TREATY, CULTURE AND THE HISTORY OF THIS LAND!

WE WELCOME YOU! *RSVP by May 31*

For more information, contact :

Mitch Wincentaylo

587-597-0691

treatypartnerconsulting@gmail.com



From: Karen Buss <KBuss@calmar.ca>
Sent: Friday, May 5, 2023 3:58 PM
To: Sylvain Losier <SLosier@calmar.ca>; Heather Bryans <HBryans@calmar.ca>
Subject: FW: A special request for a Falun Dafa Day flag raising, greeting letter or proclamation



Karen Buss

Administrative Clerk/Accounts Receivable

780.985.3604

kbuss@calmar.ca

www.calmar.ca

4901 – 50 Avenue

PO Box 750

Calmar, AB T0C 0V0



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From: Minnan Liu <minliu201603@gmail.com>
Sent: Friday, May 5, 2023 3:55 PM
To: Sean Carnahan <SCarnahan@calmar.ca>
Cc: Karen Buss <KBuss@calmar.ca>
Subject: A special request for a Falun Dafa Day flag raising, greeting letter or proclamation

Dear Mayor Sean Carnahan,

In recognition of the 31st anniversary of Falun Dafa's introduction to the public, and the contributions of the Falun Dafa community in Canada, we respectfully request a recognition (greeting letter or proclamation), and flag raising for our annual Falun Dafa Day celebration in May 2023. On this occasion, we celebrate the values of Truthfulness, Compassion, and Tolerance that we espouse.

Falun Dafa (also known as Falun Gong) is a mind/body meditation and improvement practice based on the universal principles of Truthfulness, Compassion, and Tolerance. It was introduced by the founder, Mr. Li Hongzhi, in 1992 in China and it is now enjoyed by millions from diverse racial and cultural backgrounds in over 100 countries.

Here in Canada, for the past 30 years, Falun Gong volunteers have taught free meditation exercises to help Canadians improve their mental, moral and physical wellbeing, contributing to a more healthy and harmonious society.

We truly appreciate your council's invaluable support during the past years, which has given the local Falun Dafa members enormous encouragement to promote good values.

In 2022, we were grateful to have had 23 cities do flags-raising or lighting-up their city halls to celebrate Falun Dafa Day and also received over 110 supporting letters and/or proclamations from Canadian MPs, MPPs, and Mayors in Canada.

As you may be aware, for the past 24-years the Falun Gong community has been victims of persecution by the communist regime in China, which includes intimidation, threats, and misinformation campaigns here in Canada to hide the crimes they are responsible for and silence possible support from Canadian society. While Human rights and legal experts affirm

that [crimes against humanity](#) and genocide is occurring in China, Falun Dafa practitioners have peacefully endured, persevered, and stood up for basic human rights and freedoms.

Canadians who practice Falun Gong—many of whom arrived as refugees fleeing the persecution in China—are truly grateful that we can enjoy the freedom, diversity and compassionate support of Canadians. We are proud to call Canada our home.

Your greeting/proclamation, and flag raising event will help support Canada’s cultural diversity, freedom of conscience, and also the universal values of truthfulness, compassion and tolerance.

We would truly appreciate if you could please send by May 20th, 2023. Should you have any questions, please don’t hesitate to contact us.

Sincerely,

Minnan Liu,

on behalf of Falun Dafa Association of Edmonton

Tel: 587-920-7550

4 enclosures below:

1. A short video of ‘An Introduction to Falun gong’ (6:35 min)

<https://www.youtube.com/watch?v=aJ-A6xY47jc>

For more information, please visit faluninfo.net

2. 23 Flag Raising and Light-up Ceremony Hosting Cities in 2022:

ON : Toronto, Kingston, Burlington, Milton, Cornwall, North Bay, Orangeville, St. Catharine, Orillia, Brighton, Brock, Quinte West, Scugog, Amherstburg, Belleville;

AB: Edmonton, Red Deer;

SK: Regina, Saskatoon;

BC: Port Moody, Nanaimo, New Westminster;





3. Greetings for Falun Dafa Month Celebration 2022(excerpt from 110 greetings issued by representatives of three levels of government):“Falun Dafa traditions encourage practitioners to improve their mental and physical well-being, while being rooted in the honourable values of truthfulness, compassion and tolerance; I would like to thank the many Falun Dafa practitioners who took these values to heart during the pandemic. I am grateful for the efforts you made within your communities to encourage and uplift your neighbors during these hard times.” – **Hon. Candice Bergen, interim leader of the Conservative party, greetings 2022**

“Falun Dafa is the spiritual discipline based on truthfulness, compassion, and forbearance. This week on Parliament Hill I had the pleasure of joining a special group of individuals who celebrated the 30th year Anniversary of Falun Dafa.” –**Hon. Judy Sgro, co-chair of the Falun Gong Parliamentary Friendship Group, rally speech 2022**

“I would like to thank the Falun Dafa communities for your work to preserving the traditional Chinese culture which continues to enrich Canada’s Multicultural landscape, Falun Dafa communities have been integral in bringing Communist party’s atrocities to light, practitioners are on the front lines of holding the government to account ” - **MP Garnett Genuis, , co-chair of the Falun Gong Parliamentary Friendship Group, greeting 2022**

“The universal values of Truthfulness, Compassion and Tolerance, which are at the heart of Falun Dafa, are also ideals for Canada. I appreciate your contribution to bring these values to life in Canada for a more healthy, peaceful, tolerance and compassionate society.” – **MP Hon. Pierre Poilievre , greeting letter 2022**

As Parliamentary Leader of the Green Party of Canada and Member of Parliament for Saanich-Gulf Islands, I am pleased to extend my warmest congratulations to the Falun Dafa community as you gather to celebrate Falun Dafa Day. I have great respect for the principles of Truth, Benevolence and Forbearance. – **MPElizabeth May , Parliamentary Leader of the Green Party, greeting letter 2022**

“May 13th is a very special day as practitioners and supporters around the world will celebrate this year 30th Anniversary. Truthfulness, compassion, and tolerance,... have “so much meaning” in society today. I want to wish all to have a special celebration on May 13th” – **MP Kevin Lamoureux, greeting video 2022**

“Communities rooted in spirituality have played an important role in building the social fabric of our province. Many of the values that we cherish today —compassion, generosity, and justice— are anchored in spiritual traditions. Inherent among those who practice is the courage to continuously seek positive transformation in one’s own life and society.”- **Ontario Lieutenant Governor Elizabeth Dowdeswell, greeting letter 2022**

“We live in a time of much division and conflict, and the values of truthfulness, compassion and tolerance that are espoused by Falun Dafa are timely, indeed. New Canadians who have fled persecution due to their practice of Falun Gong have demonstrated exceptional resilience in the face of great hardship.” -**Lieutenant Governor Russ Mirasty of the Province of Saskatchewan, greeting letter 2022**

“I would like to extend a big thank you to the Falun Dafa community in Fredericton, for their dedication to promoting a more harmonious and healthy society. Thank you for your continuous efforts to encouraging tolerance and compassion and building a better world for all of us.” – **Her Worship Kate Rogers, Fredericton, greeting letter 2022**

We also received greetings from:

MPs: Mark Gerretsen, Ryan Turnbull, Brad Vis, Kerry-Lynne Findley, Mark Dalton, Ted Falk, James Bezan, Luc Berthold, Marilyn Gladu, Ryan Williams, Dan Muys, Colin Carrie, Melissa Lantsman, Anna Roberts, John Brassard, Scott Reid, Larry Brock, Eric Duncan, Jamie Schmale, Michael Cooper, Len Webber, Pat Kelly, Rachael Thomas, Greg McLean, Mike Lake, Ziad Aboultaif, Dane Lloyd, Chris Warkentin, Arnold Viersen

MPPs/MLAs: Daisy Wai, Robin Martin, Peter Bethlenfalvy, Sam Oosterhoff, Belinda Karahalios, Dominic Cardy, Minister Ron Orr, Diljeet Brar, MLA Burrows

Mayors' Proclamation/Greetings: Ottawa, Calgary, Edmonton, Fredericton, Winnipeg, Victoria, Hamilton, Oshawa, Vaughan, London, Leamington, Westport, Flatrock, Southwest Middlesex, Mississippi Mills, Ramara, Sarnia, Springwater, Sault Ste. Marie, Tecumseh, LaSalle, Muskoka Lakes, New Tecumseth, Napanee, Cold Lake, Banff, Devon, Spruce Grove, Pincher Creek, Maple Ridge, Port Coquitlam, Chilliwack, Duncan, Armstrong, Kelowna, Gibson, New West, Cote SaintLuc

4. About Falun Dafa:

Falun Dafa (also known as Falun Gong) is a self-improvement practice rooted in the ancient schools of cultivation in China. It consists of meditative exercises, and a moral philosophy aimed at the promotion of virtue. At the core of Falun Dafa's teachings are the tenets of Truthfulness, Compassion, and Forbearance. Practitioners of Falun Dafa aim to live in accordance with these principles, taking them as a guide for daily life and practice.

Falun Dafa transcends cultural boundaries and contributes to a healthier and more harmonious society. Since Falun Dafa's public introduction in 1992, hundreds of millions of people from diverse cultural backgrounds in over 100 countries, including Canada, benefit from practicing Falun Gong, where the free teachings help people improve their mental, moral, and physical well being.

On 20 July, 1999, the Chinese Communist Party (CCP) launched a campaign to eradicate Falun Gong. For the past 23 years, major human rights organizations, the United Nations, the U.S. government, and NGOs, etc. have extensively documented the nation-wide campaign of hatred, mass imprisonment, forced slave labour, torture, and killing of people who practice Falun Dafa in China.

Hence, millions of Falun Dafa practitioners and their families have been torn apart. Countless practitioners have been killed for their vital organs that are sold by the state. International legal experts say that crime [against humanity](#), and possibly [genocide](#), have occurred. Falun Gong community and supporters in Canada continue to experience various kinds of intimidation, harassment, and vilification by the CCP.

The Falun Dafa community, both within China and abroad, has endured two decades of unimaginable adversity with resolute non-violence and persistence to uphold freedom and the universal values. This has garnered worldwide recognition, including thousands of greetings and proclamations from governments and officials.



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	May 15, 2023
Originated By:	CAO Losier
Title:	2023 Final Capital Budget
Approved By:	CAO Losier
Agenda Item Number:	8D

BACKGROUND/PROPOSAL:

On April 17, 2023, Council adopted the capital budget and the operational budget. As Administration was reviewing the documentation for the 2023 cost share with Leduc County, it realized that the capital budget did not contain the final adjustment in relation to the lawn mower. Being an equipment for athletic field, the mower cost that is subject to the cost sharing agreement is 46.65%. From there, Calmar needs to apply the cost share percentage (47.5%), which leaves \$20,386 as the County's share instead of \$43,000 as displayed in the original document.

Furthermore, Administration has received an update from the Thomas family. They have resolved the Title situation and are now ready to proceed. The purchase of the trail would be done using the parks facility reserve which has about \$50,000 in it. Administration anticipate that with an asking price of \$5,000, the legal process, registration, and the tax area that the total cost will be about \$11,000.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The change for the mower is required to meet the cost sharing agreement. The difference in the cost will be covered by the Town's infrastructure reserve.

Option 1: Council could adopt a revised sheet for 2023 with a revised distribution of cost.

Option 2: Council could decide not to change the capital budget.

Should Council decide not to change the Capital budget for 2023, it is anticipated that Leduc County will only pay their proportion based upon the agreement.

As for the Thomas property, if Council wants to link Southbridge, the Mobile Home Park, and the creek area, this property will be a great acquisition. It will also act as an additional buffer between

the future residential area and the railroad. This could translate into higher life quality and/or property value along the future park.

Option 1: Proceed with the purchase in 2023 and build the trail in the future.

Option 2: Not proceed with the purchase.

COSTS/SOURCE OF FUNDING (if applicable)

The funds will be coming out of the infrastructure reserve to address the mower purchase. Moving forward, it will be important to share with Leduc County the costs of anticipated equipment/facility upgrade before the budget gets finalized. As for the mower, it was ordered in 2021, but the covid situation delayed the delivery to 2023. For the property, the funds would be coming out of the Parks and facility reserve.

RECOMMENDED ACTIONS:

That Council chooses option 1 for both capital items.

TOWN OF CALMAR**2023 - 2027 Capital Expenditures Budget**

Project Description	2023 Budget	Fed/Prov. Grant	Debenture	Operating	From Reserve	Other	Notes
51 Street Sanitary repair	1,200,000	573,255			626,745		MSI & CCBF & Infrastructure reserve
Walking path behind school	33,000				33,000		Infrastructure Reserve
Retaining wall Woodland	30,000				30,000		Infrastructure Reserve (potential contribution from CIB)
John Deere Mower	92,000				71,614	20,386	Leduc County & reserve
New aerators 4 X 10hp	64,000					64,000	2022 Special tax (infrastructure reserve)
Pumphouse PLC	14,000				14,000		Infrastructure Reserve
Asset Management Software	15,000				15,000		Infrastructure Reserve
Thomas Property	11,000				11,000		Parks and facility reserve
Total	1,459,000	573,255	0	0	801,359	84,386	

Approved this 17th day of April, 2023

Mayor Carnahan: _____



Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	May 15, 2023
Originated By:	CAO Losier
Title:	Program center internet agreement
Approved By:	CAO Losier
Agenda Item Number:	8E

BACKGROUND/PROPOSAL:

Earlier this Spring, Administration launched a negotiated method with 3 written quotes to evaluate the opportunities and benefits of having internet access at the Program Center. East Link, Telus, and Big Wifi, 3 local vendors were approached.

After reviewing their proposal, Administration concluded that Big Wifi was the best proposal and drafted a contract agreement. The draft is an attachment to this report. Under policy 091-2021, signing Authority Policy, the CAO can sign purchase of services or products. The same policy also state that all contracts and agreement must be signed by the Mayor or CAO as requested. Because this is the first agreement done under the procurement policy and because of the confusion associated with the signing policy, Administration is bringing this item to Council.

The proposed agreement between Calmar and Big Wifi is attached to the report.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Providing the internet at the Program Center will create additional opportunities for users at a relatively low cost. Administration will advertise the new feature once it is running and will monitor usage and see if and to what extend the new feature is being used.

Option 1: Council could direct Administration to not get internet for the Program Center.

Option 2: Council could direct Administration to get internet for the Program Center.

COSTS/SOURCE OF FUNDING (if applicable)

At \$75 plus GST per month, the total expense shall be \$945 for the first year. Revenues generated from the program center will offset the expenses.

RECOMMENDED ACTIONS:

That Council chooses option 2.

PROGRAM CENTRE INTERNET AGREEMENT

THIS AGREEMENT MADE THIS __ DAY OF MAY, 2023 BETWEEN:

BIG WIFI INC.
(hereinafter called "BIG WIFI")

and

TOWN OF CALMAR
(hereinafter called the "Town")

WHEREAS the Town wishes to have internet at the program Centre located at 4815 49 Street;

AND WHEREAS BIG WIFI is a utility provider desiring to provide services to the Town;

AND WHEREAS both parties have agreed to enter into an agreement pursuant to the terms and conditions contained therein;

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

1. DEFINITIONS

1.1. Definitions

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

- (a) "BIG WIFI" means BIG WIFI Inc, an independent utility provider;
- (b) "MBPS" means megabits per second, the unit used to measure the performance of the modem;
- (c) "Town" means the Town of Calmar;
- (d) "Town Manager/CAO" means the individual appointed Chief Administrative Officer of the Town.

2. TERM

2.1. Term of Agreement

The term of this Agreement shall be from May 1, 2023 and shall terminate on May 1, 2024. The Agreement may be extended with the consent of both parties.

3. PERFORMANCE REVIEW

3.1. Performance Review

BIG WIFI and the Town shall meet as needed. The parties acknowledge that there is no obligation to amend the Agreement unless there is mutual agreement respecting same.

4. NOTIFICATIONS

4.1. Notices

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

Town of Calmar

Box 750, 4901 - 50th Ave
Calmar, AB T0C 0V0
Attention: Town CAO
Email: slosier@calmar.ca

BIG WIFI

10060 Jasper Ave Suite 2020 Tower 1
Edmonton, AB T5J 3R8
Attention: Eric Hansen
Email: info@bigwifi.ca

4.2. Deemed Notification

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

5. BIG WIFI RESPONSIBILITIES

5.1. Provision of internet services

BIG WIFI shall provide the Town reliable internet service at the Program Centre.

5.2. Equipment

BIG WIFI will install free of charge 1 wifi 6 router and access point at the program Centre. The equipment will remain the property of BIG WIFI.

5.3. Performance

Big Wifi shall aim and provide its best effort towards delivering a 100 mbps for upload and download.

6. TOWN RESPONSIBILITIES

6.1. Equipment

The Town will secure the equipment to restrict access to employees of BIG WIFI and the Town.

6.2. Notification

The Town will notify BIG WIFI as soon as possible of all issues associated with internet delivery/service.

7. BILLING AND EXPENSES

7.1. Billing

Billing will be done monthly. The Town shall make payment within thirty (30) days of receipt of an invoice or advise BIG WIFI in writing as to any discrepancies.

7.2. Fee for service

To provide the Program Centre with 100 mbps internet, BIG WIFI will charge the Town \$75.00 + GST per month.

8. OTHER PROVISIONS

8.1. Force Majeure

BIG WIFI shall not be liable to the Town for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force

Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of BIG WIFI including, without limitation, interruption of gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Where BIG WIFI is prevented from carrying out its obligations hereunder due to Force Majeure, it shall, as soon as possible, give notice of the occurrence of such Force Majeure to the Town and BIG WIFI shall thereupon be excused from the performance of such obligations for the period directly attributable to the effect of the Force Majeure.

8.2. Governing Law

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

8.3. Time of Essence

Time shall be of the essence of this Agreement.

8.4. Headings

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

8.5. Relationship between Parties

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

8.6. No Authority

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

8.7. Further Assurances

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

8.8. Amendments

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

8.9. Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

8.10. Counterparts

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

8.11. Unenforceability

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

8.12. Remedies Generally

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

8.13. Payment of Monies

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

8.14. GST Exclusive

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

8.15. Singular, Plural and Gender

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

8.16. Binding Effect

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

8.17. Assignment

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

8.18. Construction

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

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

BIG WIFI

TOWN OF CALMAR

Per _____

Per _____

Per _____

Per _____

Town of Calmar

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	CAO Losier,
Title:	Agreements with BGSD
Approved By:	CAO Losier
Agenda Item Number:	8F

BACKGROUND/PROPOSAL:

The Municipal Government Act (MGA) requires Calmar to enter into a joint planning and a joint use agreement with the Black Gold School Division (BGSD). Administration has been working with BGSD Administration. These agreements were discussed with Council previously and Administration wanted to provide a final opportunity for Council to review and comment. The planning agreement is the same as discussed last time and the joint use agreement as a clarification about weekends booking. BGSD will be charging on a cost recovery basis as they typically have no staff over the weekend as they are closed.

The snow clearance agreement is a new draft agreement that Administration developed as the Town was doing snow removal from the sidewalk adjacent to the school, but nothing official was identifying the responsibilities. As this is the first draft, Administration is looking for feedback and then will be sending the document to BGSD for their review.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The planning and use agreement are mandatory under the MGA. Even with the extension being granted, Administration would prefer to get this done as soon as possible. For the sidewalk agreement, we still have time to process, but we should aim at having this in place before next winter season.

Option 1 – Council Direct the CAO to complete the document and coordinate the logistic for the planning and joint use agreement.

Option 2 – Council directs the CAO to do additional work on the agreements and come back at a future meeting.

As for the sidewalk agreement, Council can provide feedback and/or direction to submit to BGSD for their review and then come back to Council for further discussion.

COSTS/SOURCE OF FUNDING (if applicable)

Cost will depend on the level of activity related to the joint use agreement. For sidewalk clearance, cost will be minimal. Finally, Administration do not anticipate any cost for the joint planning agreement.

RECOMMENDED ACTION:

That Council approves option 1.

\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")

SNOW REMOVAL - SIDEWALK ADJACENT TO SCHOOLS AGREEMENT

WHEREAS, the *Municipal Government Act* provides authority for a municipality to enter into an agreement;

AND WHEREAS, the Parties desire to collaborate for the benefit of the community;

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 *Municipal Government Act*, RSA 2000 c M-26;
- Bylaw** means the Town of Calmar Sidewalk Clearing Bylaw, being bylaw 2009-02, as amended from time to time;
- Council** means the municipal council of the Town;

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 Site	means the School Building Site along with the Joint Use Grounds;
Sidewalk	Shall mean cement or asphalt walk along the frontage of the property or, where it is a corner site, that portion along the frontage and that portion of the walk along the side of the property.
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 one month (1) written notice is given by any Party.

3. OBLIGATION UNDER THE BYLAW

- 3.1 Any and every occupant and/or owner is responsible for adhering to the requirements of the Bylaw.
- 3.2 Occupants/Owners are responsible for keeping sidewalks adjacent to their property:
- a) free of any natural material such as, but not limited to, dirt, sand, rocks, mud, snow, ice, or hail; and
 - b) safe.
- 3.3 Natural material must be removed within 48 hours of the natural event.

4. PROPERTIES FOR THE AGREEMENT

- 4.1 The School Authority has 2 properties in Calmar subject to this Agreement and the Bylaw. These are located at:
- a) 5402 - 50 Street; and
 - b) 5100 - 49 Street.

5. TOWN'S RESPONSABILITIES

- 5.1 As the Town has special equipment to deal with snow, the Town will remove the snow from the following in accordance of the Bylaw:
- a) Sidewalk, west side of 50 Street adjacent to BGRS property located at 5402 – 50 Street;
 - b) Sidewalk, west side of 49 Street adjacent to BGRS property located at 5100– 49 Street; and
 - c) Sidewalk, north side of 51 Avenue adjacent to BGRS property located at 5100– 49 Street.
- 5.2 Should the Town be incapacitated from conducting its duties due to mechanical breakdown/failure or other circumstances out of the Town's control, the Town shall immediately inform BGRS.

6. SCHOOL AUTHORITY'S RESPONSABILITIES

- 6.1 Should section 5.2 be activated, BGRS will be responsible for meeting the requirements of the Bylaw.
- 6.2 Shall be responsible for all management/maintenance within the school sites.
- 6.3 Shall be responsible for ensuring the safety on the sidewalk which will include:
- a) Sanding/salting when icy;
 - b) Monitoring the situation when the conditions warrant attention;

7. ARBITRATION

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

- 7.1 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.
- 7.2 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.

7.3 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.

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 endure 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

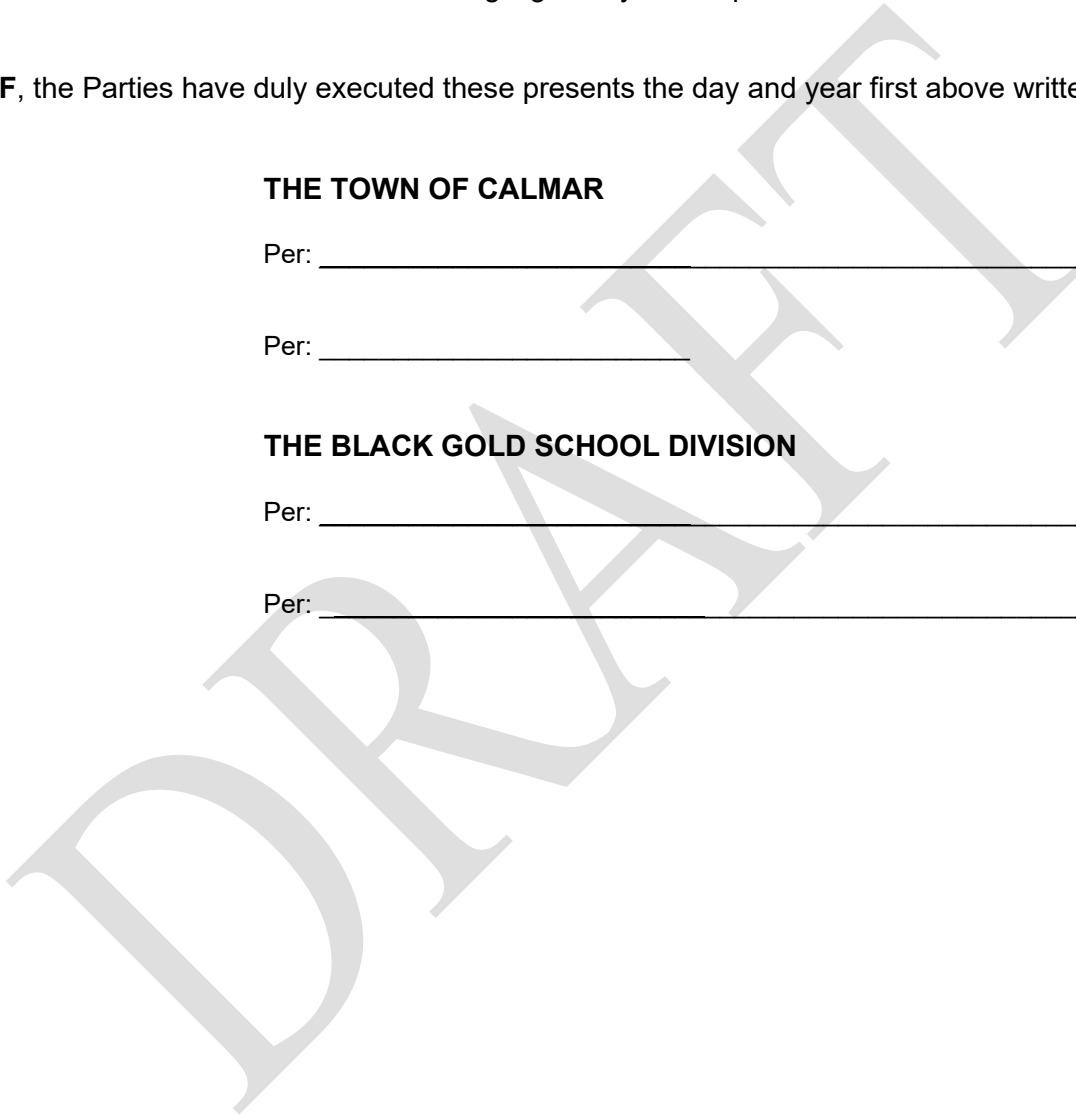
Per: _____

Per: _____

THE BLACK GOLD SCHOOL DIVISION

Per: _____

Per: _____



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: _____

Town of Calmar

Department Report (DR) – Office of the CAO

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	S. Losier
Title:	Office of the CAO Report
Approved By:	CAO Losier
Agenda Item Number:	10A

KEY INITIATIVES/METRIC:

Budget 2023

Operational budget and capital budget were passed at the April 17 Council meeting. At the April 24 special Council meeting, it was discussed that the Town should have a budget schedule. This may facilitate/encourage participation if people know ahead of time when certain budget milestones will occur.

Liabilities and risks

Administration has worked on a few liabilities that were identified in the December 2022 report including:

- Cross-training for payroll (depth of administration liability).
- OHS requirement: did a fire drill, doing our OHS meetings, and getting staff to certify as auditor.
- Emergency management (many staff and Council members have started doing training and the ICS course is coming up soon).
- User fee – identified a missing component (Building permit fees) that will be brought to Council in June.
- Procurement policy was done and is being applied.
- Land use bylaw: a few more amendments were done, and Administration will be looking into a consolidation. Having said this, discussions held in April with 2 residents identified a potential issue related to suite. This will be coming for discussion with Council soon.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

Administration has developed a workplan for every position within the organization for 2023. These are being group into 1 document and will be shared with Council.

ITEMS NEEDING INVESTIGATION:

- Administration would like to revise the Financial Reserve Policy. This could be done in parallel with establishing a budget schedule.

- Administration has started the process for developing a ranking of the bylaws and policies in order to facilitate their review.

The current report is submitted for discussion. Administration is happy to answer questions from Council.



Town of Calmar

Department Report (DR) - PD

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	S. Losier / E. Melesko
Title:	Planning & Development Report
Approved By:	CAO Losier
Agenda Item Number:	10 B

KEY INITIATIVES/METRIC:

Development Permits

As illustrated in the March and April Growth reports, 3 development permits were issued.

Administration had a meeting on-site with Blue Drop Water Services regarding the development/partnership of the new Bulk Water Station. The next stage will be to prepare the agreement and come to Council for direction and feedback.

Subdivisions

The Subdivision Authority conditionally approved Hwy-39 stage 2 subdivision. This will create 8 industrial lots and 2 public utility lots (PUL). Some work has been initiated to upgrade the road for this future subdivision, but it is still privately owned at this time.

Conversations were also held with Avilia Development. Administration is awaiting a revised tentative plan.

Redistricting / LUB amendments

During these two months, Council passed 2 amendments to the LUB. One was to redistrict a property to Direct Control to address a compliance and protect future commercial development. The other amendment was to accommodate an existing duplex.

During these two months, Administration also had conversations with residents about suites and duplex. Amendments to the LUB will be required to enable a few projects.

Compliance certificate

During this period, 3 compliance letter request was processed. Processing period for these applications took 1 day.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

In discussion with developers, consultants, and other planners at the Community Planning Association of Alberta conference, zoning flexibility was reference on multiple occasions. In this economy, the LUB makes a huge impact on investment decisions.

ITEMS NEEDING INVESTIGATION:

Town will need to investigate additional LUB amendment to increase its competitiveness.

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar

Department Report (DR) - CS

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	H. Bryans
Title:	Corporate Services Report March - April
Approved By:	CAO Losier
Agenda Item Number:	10 C

KEY INITIATIVES/METRIC:

- Audit wrapped up at the end of March and was significantly smoother than the previous year.
- MNP presented the audited Financial Statement to Council on April 17.
- With the acceptance of the Financial Statements, the 2022 accounting year was officially closed.
- Final 2023-26 Operating & 2023-2034 Capital Budgets were adopted April 17.
- Tax rate bylaw was adopted April 17 inline with the adoption of the budgets.
- Budget was imported into GP once 2022 was closed.
- 2022 statement of funding and expenditures was submitted for our capital grant projects.
- MSI & CCBF grant applications have been submitted for the 2023 capital projects.
- Tax notifications were filed on March 31. Final count was 23 residential properties and 1 property in the mobile home park.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

- It took Central Square until April 27th to action our request from January for service with regards to the \$2.00 paper bill fee. Because of this delay it was not possible to have this fee in place for the March/April utility bills. Work is currently underway with Central Square and our Utilities Clerk to have this working by the next billing cycle.
- Assessment open house is scheduled for May 24 from 6:30pm – 7:30pm.
- Leah & Karen are completing required OH&S training in an effort to get our COR status back.
- Owners of the mobile home park were advised of the legislated requirements to report back to the Town on a monthly basis any and all movement within the park as well as

providing us with the serial numbers of all of the units within the park. Their first report was provided to us at the end of April.

- Property assessments have been imported and we saw an increase in our taxable assessment base of approximately \$19 million

ITEMS IN PROGRESS:

- We will be bringing to Council an RFD regarding the properties that are to go through the tax recovery process to determine the best course of action and to set reserve bids for the auction, should we proceed that way.
- We are organizing in-house first aid training to have all employees first aid certified again.

This current report is submitted discussion and Administration is happy to answer questions from Council.

Town of Calmar

Department Report (DR) - ES

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	P. Leggio
Title:	Enforcement Services Report
Approved By:	CAO Losier
Agenda Item Number:	10D

KEY INITIATIVES/METRIC:

- Ensure meetings take place with Department Head, CAO LOSIER, as required by Solicitor Generals Office.
 - On going File, Notebook, and occurrence review meetings.
- Create council reports as directed by Department Head, CAO LOSIER.
 - Reports filed when requested.
- Continue strong traffic enforcement as directed by Department Head.
 - Traffic and community involved has been a focus.

MARCH 2023 DEPARTMENT STATISTICS:

Items	March 2023	April 2023
TOTAL INTERACTIONS WITH REQUIRED SERVICE:	213 IN 18 SHIFTS	190 in 17 SHIFTS
CALLS FOR SERVICES:	80	99
TRAFFIC VIOLATION STOPS:	102	41
TRAFFIC VIOLATION TICKETS:	75	37
TRAFFIC VIOLATION WARNINGS <ul style="list-style-type: none"> • Burnt out headlight and/or taillight; • Fail to signal; • Cross solid line; • Speed; • Fail to produce document; • Etc. 	27	4
COMMUNITY ENGAGEMENT: <ul style="list-style-type: none"> • Schools; 	31	30

<ul style="list-style-type: none"> • Curling rink; • Mike Karbonik arena; • Businesses; • Etc. 		
REQUEST RCMP ASSISTANCE: <ul style="list-style-type: none"> • Dui; • Warrants; • Direction; • Etc. 	6	8
RCMP DIRECTED CALLS: <ul style="list-style-type: none"> • Domestic; • Complaints; • Gun related; • Child custody; • Etc. 	13	15
RIDE – A – LONG:	1	2

- **Events: Fair days over the last weekend of April**

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

- CPO Interviews are complete. A decision will be made once references and background are checked.
- CPO assisted in Calmar fire at east end of town in April 30,2023
- Devon MOU up for re-newel

ITEMS NEEDING INVESTIGATION:

- Devon MOU (May 15 Council meeting)

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar

Department Report (DR) - EM

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	P. Leggio
Title:	Emergency Management Report
Approved By:	CAO Losier
Agenda Item Number:	10E

KEY INITIATIVES/METRIC:

- ICS 200 in class training scheduled for June 7/8, 2023.
 - Looking at ICS 300 in class training dates for later this year.
- Create a pamphlet regarding procedures during an emergency event.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

- Regional Partnership Proposed bylaw has been created and will be looked at first week of June by all DEMS.
- Looking at implementing the Registered Reception Program which allows residents the opportunity to preregister their names and information. This will expediate their relocation, if needed, or assistance when required during an emergency event.
- Have the Emergency Management section of website more detailed with information on our Town Services and information on what to do during an emergency event.

ITEMS NEEDING INVESTIGATION:

- Look for Possible grants related to our department.
- Continue looking into the Regional Emergency Management Partnership.
 - Working with Leduc County Fire on this endeavor.

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar

Department Report (DR) - PW

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	E. Melesko / G. Nielson
Title:	Public Works Report
Approved By:	CAO Losier
Agenda Item Number:	10F

KEY INITIATIVES/METRIC:

- Ordered four new 10HP Aerators for Cell #1
- Street Sweeping entire town. (4 days in residential + 2 days on main drags) Total of 8 tandem loads picked up.
- GIS System logging. Culverts, C. C's, Hydrant isolation valves.
- Water meter replacement x16
- 15 Bacteriological drinking water samples
- 16 Wastewater samples taken (W50 & W50C)
- 107 Chlorine samples taken from reservoir + distribution system.
- 45th Ave water main break, report, & Bacteriological samples x3
- March & April building inspections & maintenance.
- March & April Alberta Environment & Parks Drinking Water Reports
- Thaw all town culverts to prevent Spring flooding.
- Update all SDS forms electronically x160.
- Quarter #1 Work Plan Evaluations
- Snowblower to Industrial Machine for annual maintenance.
- Float Replacement Liftstation #3
- Organized cold storage & parks shed.
- 47th Ave sewer main thawing & 5021-47th Ave sewer service thawing.
- Assisted Parks Department. (Building soccer nets x8, aerating ball diamonds, Shale for ball diamonds x3 loads, service all parks equipment for Spring, install basketball netting in Westview Park)

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

Staff Training:

- Shawn Steil: Confined Space Entry & Rescue, First Aid & AED (2 Day), AMSHA Skidsteer Training, GIS System Training

- Mike Fudge: Confined Space Entry & Rescue, First Aid & AED (2 Day), AMSHA Skidsteer Training, AMSHA Lawn Mower Safety & Awareness, Fire Extinguisher Online, PPE Awareness Online, GIS System Training, Created Initial Work Plan, Workplace Violence & Harassment
- Ed Frankiw: First Aid & AED (2 Day), AMSHA Skidsteer Training
- Kevin Murphy: AMSHA Skidsteer Training, AMSHA Lawn Mower Safety & Awareness (Classroom), Lawn Mower Safety & Awareness (Online), Annual AWWOA Seminar, GIS System Training
- Graydon Nielson: AMSHA Skidsteer Training, AMSHA Lawn Mower Safety & Awareness, Annual AWWOA Seminar, GIS System Training, Ammonia Safety Course, MRF Workshop

In terms of program, Administration met with ISL and the contractor for the 51 Ave project. The contractor is proposing a few options to save Calmar some funds. Pending on how construction goes, some suggestions may become possible. As construction progress, Administration will have a better sense of the potential economy and will evaluate the possibility of doing 47 Ave.

Administration also did some improvements at the lagoon to facilitate water intake by Aspen Leaf. They should be pumping soon.

ITEMS NEEDING INVESTIGATION:

N/A

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar
Department Report (DR) - ED

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	S. McIntosh
Title:	Economic Development Report
Approved By:	CAO Losier
Agenda Item Number:	10 G

KEY INITIATIVES/METRIC:

1. March and April have been hectic in the Economic Development department. We have been out and about around town visiting with our local businesses. Maintaining relationships and finding new ways to support our local businesses.

2. The Communication Team is up and running. Economic Development's part of the team is increasing our communication with our businesses through social media, the electronic sign, and our Calmar Chronical. We have a few successful campaigns that kicked off earlier this year, a new business directory in the Chronical, more engagement with our businesses' FaceBook pages, and bringing our businesses in early in projects that can benefit them as well as Calmar. (Pre-sale tickets to the fair were a great project for a few of our businesses.)

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

1. Business Spotlight videos with a new local business' each month. We are finalizing our budget to determine the viability of hiring a videographer or doing this in-house. We will be starting off with one of our Industrial businesses as our first interviewee.

2. The next Business Breakfast / Brunch is going to be a BBQ in June. The idea is to close down part of 49 street to host an outdoor BBQ with picnic tables and a lemonade stand. This is just for fun and in September we will go back to the Business Brunch and bring in a speaker.

ITEMS NEEDING INVESTIGATION:

1. We are continuing to look into opportunities to increase our choices of internet providers, etc. This is a very large rabbit hole, but we are looking into every idea and every possibility. There has to be a solution out there and we will find it.

2. We are planning out the breakfast and tour for the local Leduc and Region Rotary Club to come to Calmar to see where they may be able to support Calmar or partner with us in some areas. The breakfast and tour are planned for June 8, 2023.

3. We have engaged an appraiser and a real estate agent to help us with our two properties. The information received from these 2 gentlemen will be the information that will make up our marketing package to move these properties forward.

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar
Department Report (DR) – ED Follow-Up

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	S. McIntosh
Title:	Economic Development Report & Follow-Up
Approved By:	CAO Losier
Agenda Item Number:	10 G

Follow Up to Ec Dev. Department Report – Business Breakfast / Brunch Data Collected

Business Breakfast / Brunch Purpose

The Town of Calmar hosts a bi-monthly Business Breakfast / Brunch / Mixer event for local businesses that operate their businesses in the Town of Calmar. The purpose of these events is to build off the work already started by Council in building a strong, positive, supportive business community. These events are solely to support our businesses by providing an event where they can break bread with their fellow business owners, managers, and community leaders where the conversation is around what is important to them, and they can find opportunities with other businesses in town. We are the facilitators, answerers of concerns, and cheerleaders for our business community.

Attendance:

October 27, 2022,	31 Businesspeople.
January 19, 2022,	20 Businesspeople.
March 27, 2023,	32 Businesspeople.

What we heard from our Business Community / Plans Administrations has to Move Ideas Forward.

1. The breakfasts are a great way for business owners to meet other business owners.
 - a. Administration plans to keep these events focused on the businesses. Let the businesses lead the discussions to take place at the meetings.
2. Attendees would like to see more structure at the next breakfast. Having introductions at the first one would have been beneficial.
 - a. Administration has introduced the table Ice Breakers and a round table type introductions at the events. Moving forward we will have a more direct agenda to bring in more structure.
3. Businesses want to support each other. They are looking for ways to do this.
 - a. Administration is looking into the creation of a mentoring group and what that would look like and when would be a good time to roll it out. (After the summer rush)
4. Main street "look" - do something about the look of some of the buildings.
 - a.
5. Many businesses are looking for ways to give back to the community in the form of sponsorships, testimonies,

- a. Administration has gone out the business community and provided a handout that explains the sponsorship opportunities in Calmar. We have also connected some of the businesses with our local schools for sponsoring school related opportunities. We have many businesses already engaged in different sponsorships. (Canada Day, Arena, Ball Diamond)
6. Need to change the negative narrative that is "out there". Focus on the positive and let it naturally explode from there.
 - a. As part of the mentorship creation, the negative narrative will be addressed. The town will have a more active role in changing the narrative.
7. Looking for ways to have the Town help the businesses with marketing.
 - a. Town to post about businesses – businesses having sales, campaigns, etc.
 - i. Administration has begun making a concerted effort to be on Facebook reacting to businesses posts and reposting Facebook posts from our local businesses. We have seen increased engagement and are encouraged to keep increasing these touch points.
 - b. Town to create a local business hashtag.
 - i. Administration would rather see the local businesses initiate this – we will definitely support them in starting this up. We feel there would be more engagement if it came from the business community. We have been talking to a few key players who are on social media to see if they are willing to run with this.
8. Town could create a business website or a page on their website to promote each business that the businesses could add to.
 - a. This may be something that is better done after the hashtag is started. If that is a success and businesses have engaged in it, the conversation of moving to a website and how that is maintained can be discussed.
9. Would like to see Calmar get high speed internet.
 - a. We are working on having local homeowners log into the Alberta government and test their upload and download speeds. We did call Bell and have determined that Bell, Telus, and Shaw are not interested in connecting anyone to the existing fiber unless you are willing to pay for it on your own. One quote for fiber to come off of Hwy 39 to the Leduc Antique Society was 750,00.00. If we are going to pay out of pocket, we should look further into Elon Musk's Starlink.
10. Shop Local campaign – sell coupons to spend at local stores.
 - a. This is a great idea and does generate some excitement. It is usually handled by the Chamber of Commerce but could be something we can look into for the Christmas season.

Town of Calmar

Department Report (DR) - PR

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	R. Van Looy / I. Miller
Title:	Parks and Recreation Report
Approved By:	CAO Losier
Agenda Item Number:	10 H

KEY INITIATIVES/METRIC:

From a recreation side, ongoing planning for Carnival, Calmar Canada Cup and Calmar Days. Planning and programming the Summer Getaway, registration went “live” for Summer Getaway. Seniors health and wellness ongoing, new additions for spring and summer fitness booking. Finalized rental agreements for outdoor sports fields and ball diamonds, will be coming to council for approval and adoption. Working on an Ice Usage schedule. Running youth leadership in partnership with FCSS. Significant time updating and managing Univerus. Website discussion and update/revamp. Secured joint use agreement, agreements with principles from both schools to use gymnasium for after school activities for youth, adult, and seniors. Met with many advertising suitors for various things in Calmar. Awaiting CSJ grant, received Celebrate Canada Grant for \$5000.00

Here are more initiatives/info:

- Arena ice removed in the first week of April 27, 2023
- Lacrosse field received 2 fresh coats of paint on all lines and creases.
- First round of Garbage picking from all green spaces and highway ditches completed.
- Receives follow up Email for the Choosewell healthy community’s grant. They have a slight delay in their grant approval process and won’t be informing successful applicants until the end of April into early may.
- Soccer fields and nets were installed at both Calmar elementary and Secondary schools 4 fields in total
- Pretty substantial overhaul at the Calmar ball diamonds. Crews removed 30 inch section of the transition area between the grass and shale which was a potential hazard to users followed up by addition of 10 cubic yards of shale to each ball diamond, were installing strike mats and stake chasers to the base and plate locations this year to help streamline the weekly maintenance. All 3-diamond outfield also aerated

- The pumpjack bed in beyond peace park has been overhauled at community in blooms request and both the derrick and pump jack have received a fresh coat of paint breathing some new life into its overall appearance
- Have been working with multiple landscaping companies collecting quotes for some restoration work at the front of Woodland Park. This work will include stamped curbing installed around the keyhole and flag beds and replacement of the weathered retaining walls in the front portion of the park.
- 6 Staff members completed and received certifications for the AMSHA lawn and turf mower operations safety course.
- 9 Staff Members have completed the AMSHA Skid steer operator's certification course.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

Will be attending upcoming RecPro meetings (April, May, June). Looking at potential of "upgrading" program centers technology to open a few doors. Looking to update Woodland Park. Potential great use of space near Calmar Dog Park. Several musicians looking to develop weekly jam sessions. Wild Rose Shows and Rec Coordinator Miller in discussion for future dates/multiple dates. Looking at updating website with google analytic and webmaster tools increasing viability and from there develop strategy to enhance current website. Pitched by 5 rec services software companies. Lacrosse has come to Calmar for practices, looking at potentially adding games. Looking at park modifications for enhanced opportunities.

Currently developing work plan for 2023 spring parks and green space beautification and maintenance projects and working with rural mental health Calmar animator on a few public workshops in relation to the communal garden.

ITEMS NEEDING INVESTIGATION:

Recreation is waiting for arena and program center internet. Live Barn agreement is on hold until internet has been secured. New ways to gain access to program center (smart lock/box), ball diamond bathrooms (smart lock/box) on hold until internet is secured. Website site map needs to be gone through for streamline/enhancement then upgrade needs to be done. Demonstration given by Univerus to Rec Coordinator Miller and Acting Director of Corporate services Bryans in regard to a significant upgrade to our service including registration module allowing for online registrations and the ecommerce module allowing for substantial time saving and ease of use for both customer and administration. ADCS Bryans forwarded given information to GP for integration questions.

Tracking water use in the arena as well as floods. Looking at potential of staying open in April for spring demand.

The current report is submitted for discussion. Administration is happy to answer questions from Council.

Town of Calmar

Department Report (DR) - FCSS

Meeting:	Regular Council Meeting
Meeting Date:	May 15, 2023
Originated By:	L. MacDonald
Title:	FCSS Report
Approved By:	CAO Losier
Agenda Item Number:	10 I

KEY INITIATIVES/METRIC:

In March FCSS and Recreation held information sessions at the Calmar Secondary School for the Calmar Youth Leadership. The students came up with a wonderful idea for a Town scavenger hunt. We will be working with the students to successfully host our first community wide hunt.

We had our annual Community Income Tax Program. Our volunteer Doug had completed 66 income tax returns.

FCSS has also partnered with Leduc County, Calmar Library, and the Calmar Elementary School. We have had our first Seniors/Students program at the school in April. We had seed planting with the grades 1's and 4's. We had two seniors with us explaining the process of seed planting and showing the students how to plant the seeds and the aftercare of their plants. The seed starters are planted by the students and kept at the elementary school for the children to care for the plants until we can transplant them at the Community Garden. We had donations from the Leduc Food bank for dirt and juice boxes/snacks for the kids.

In April, FCSS had the Volunteer Appreciation Event hosted at the Calmar Secondary School. FCSS applied for the volunteer appreciation grant, and we got approved for a total of \$600. We had a total of 7 volunteer community groups attend the catered lunch and entertainment.

I have successfully completed the Rural Mental Health animator's course. The course started in January and ended in March.

The first draft of the Annual Report for 2022 has also been completed and sent out for Council to review.

NEW IDEAS/TRENDS/PROGRAMS/SERVICES:

Upcoming in June we will be hosting Seniors Week. I am still in the beginning stages of planning the event. We will be having a lunch for the Seniors followed by entertainment. I am very interested in having a bus from the senior's centre to a local greenhouse outside of Devon. I have "we appreciate you" labelled soaps and lotions that will be giving to the seniors as well.

ITEMS NEEDING INVESTIGATION:

I will be focusing on the Town wide scavenger hunt with the Calmar Youth Leadership. I will also be actively planning the Senior's Week coming in June.

The current report is submitted for discussion. Administration is happy to answer questions from Council.



Town of Calmar

Growth Report for Discussion

Meeting:	Regular Meeting of Council
Meeting Date:	May 15, 2023
Originated By:	CAO Losier
Title:	Growth Report – April 2023
Approved By:	CAO Losier
Agenda Item Number:	10 J

BACKGROUND:

The following table depicts the development permit activities in April.

Permit #	Date	Civic Address	Applicant	Project	Value	Variance	Type	Authority	Comments
2023-008D	April 18	18 Southbridge Drive	Chantel Woitas	House (SFD)	\$300,000.00	no	N/A	Development Officer	N/A

Council Report

Don Faulkner

May 15, 2023

High Performance Governance is all about our **Organizational Ability to Lead, Imagine New Possibilities and Achieve Operational Excellence.**

Apr. 3/23, Regularly Scheduled Council Meeting.

- Please refer to Calmar Web Site for agenda and minutes.

Apr. 5/23, Attended the Annual Easter Lunch combined with monthly meeting.

- Abbreviated meeting following our Easter Lunch, some general discussion about the financials, frames for memorial acknowledgements, the next weeks clean up and the upcoming Strawberry Tea.

Apr. 5/23, CRSWSC Booster Station groundbreaking.

- Photo opp. and networking.

Apr. 12/23, Helped with Seniors Center clean-up (as a member/volunteer).

Apr. 17/23, Regularly Scheduled Council Meeting.

- Please refer to Calmar Web Site for agenda and minutes.

Apr. 19/23, Leduc & District Regional Waste Management Commission meeting.

- **Manager's Report:** Administration is pursuing a May 1, 2023 implementation date for the Goodwill pilot program, pending finalization of the Memorandum of Understanding (MOU) and Goodwill staffing. **Organics Processing, we need to be part of this conversation and be moving towards catching up to the rest of the communities in our area.** General Discussion on the Shredder/Baler and the Gull Program.
- **Operator's Report:** Mike Horvath provided an overview of the Operator's Report, Items highlighted include: seasonal landfill operations, landfill tonnage, security concerns, cell construction and blue bag recycling.
- Darren Mitchell presented a project summary report of the **2022 budget funding** that Administration requested to **carry forward into 2023**, totalling \$444,088.
- Darren Mitchell presented multiple budget adjustments for Board approval.
- Councillor Brian Bowles and Councillor Glen Finstad attended the **Alberta Plastics Recycling Association** (APRA) Circular Plastics Day event on March 15, 2023. They had the opportunity to meet with NAIT researchers, who are ideal subject matter experts to engage with regarding plastic recycling opportunities.
- Security and litter control coordination, working with our neighbours.
- Michael Hancharyk provided a verbal update on the **EMRB Solid Waste Collaborative**. Michael Hancharyk advised that he shared the requested information with the EMRB

and completed a Statistics Canada waste survey on behalf of the Commission that requested similar information.

- The LDRWMC Landfill operating approval requires the Commission to submit annual reports to Alberta Environment and Protected Areas (AEPA) summarizing site operations and environmental monitoring. The Annual Reports were submitted to AEPA before the March 31, 2023 deadline. The 2022 Annual Report is available and I will endeavour to have a link to it in the correspondence and/or on our website.
- At the December 14, 2022 Board meeting, the Board motioned to direct Administration to pursue a restructuring of the Commission, including the recruitment of an Operations Manager who would work directly for the Commission and oversee the Operator and daily site operations. Following a thorough recruitment process, Administration was pleased to announce that Lee Harris accepted the position as the Director of Operations, starting on May 1, 2023.
- Administration sought advice from the City of Leduc Communications department, who suggested that a dedicated LDRWMC social media presence is not necessary. It was recommended that the occasional requests are better served being communicated through the partnering municipalities, considering that all have the dedicated channels and audiences where messages are more effectively reached. They will be reaching out to all of our communities.
- Finally a reminder that the 'Leduc & District Waste Management Facility' web site has a tremendous amount of information that our residents can access and there is a link through our website (Government/Committees & Boards/Leduc & District Waste Management)

Apr. 20/23, Capital Region Southwest Water Service Commission AGM.

- Chair Bill Daneluik presented the Chairman's Message, highlighting the successes of the Commission in 2022. A noteworthy success was the Management and Operations contract RFP process, with the City of Leduc Administration team being awarded the successful proponent, agreeing to continue serving the Commission for the next 4-5 years. Chair Bill Daneluik acknowledged the City of Leduc Administration team and Associated Engineering's diligent work in proactively acquiring the \$2.3M from the Water for Life Grant for the Nisku Booster Station project.
- Shawn Olson and Rick Sereda reviewed the Management and Operations Report of the 2022 Annual Report and summarized some of the Commission's accomplishments from 2022.
- Chris Cholak, Partner, MNP LLP, presented an overview of the 2022 Financial Statements and Auditors Report.
- Sean Ward, Operations Partner, Reynolds Mirth Richards & Farmer LLP spoke on Board of directors' dual responsibilities as elected officials and their code of conduct as it related to the CRSWSC, as well as 3rd party contractor liability.
- I will endeavour to have Administration create a link provide through our website for the public to access the 2022 Annual Report.

Apr. 22/23, Volunteer Appreciation Celebration/Lunch.

- Brought greets and opening comments (for the mayor who could not attend), on behalf of the Town of Calmar Council and Staff.
- The event went well and I would like to give thanks for the staff that put so much into making it a success, great work team Calmar.

Apr. 24/23, Special Council Meeting.

- Refer to Calmar Web Site for agenda and minutes.

Apr. 29/23, Departed on behalf of L&DRWMC to the Waste Expo in New Orleans.

- Info to come in May Council Report.

Krista Gardner Councillor Report

April 2023

April 3rd - Regular Meeting of Council

April 5th, 12th, 19th, 26th - Elected Officials Education Program- Land Use and Development Approvals

This course provided an excellent background to the Land Use process and the role of Elected Officials in planning and development in our communities. It was taught By David Schoor from ISL, and he actually used Calmar as an example several times from the work ISL has done in our community. While the course covers a great deal of information that is important, the most valuable part was the breakout sessions where we could freely discuss how the presented scenarios relate or differ from our experiences and generate ideas for future. Another valuable piece of professional development that I would encourage Council to partake in.

April 5th- Capital Region Southwest Water Services Commission Nisku Booster Station Ground-breaking

The Board, administration team and members of the construction firm Maple Reinders met at the site of the new \$20 M Booster Station for a kick off to the project. This project is of critical importance to the stability of our water system, and I am thrilled to see it begin construction.

April 12th- Calmar Recreation Board

April 17th- Regular Council Meeting

April 20th- Capital Region Southwest Water Services Commission Annual General Meeting

The CRSWSC held its annual AGM with members of the Board and special guests. Thank you to both Mayor Sean Carnahan and Director of Land Use and Growth Melesko for attending. Highlights from the AGM include Chair Bill Daneluik presenting a brief description of the successes of the Commission in 2022. Commission Manager Shawn Olson and Operations Manager Rick Sereda reviewed the Management and Operations Report of the 2022 Annual Report and summarized some of the Commission's accomplishments from 2022. Our auditor, Chris Cholak, from MNP, presented the 2022 Financial Statements and Auditors Report, which were then approved by the Board. The Board also approved the final version of the 2022 Annual Report. These documents are available to the public on the commission's website. We then heard a presentation from Sean Ward with Reynolds Mirth Richards & Farmer LLP made a presentation on liability and responsibility as the Board for the Commission.

April 21st- ABmunis Municipal Governance Committee Meeting

April 22nd- Calmar Volunteer Appreciation Luncheon

I was happy to attend this event alongside Councillors McKeag-Reber, Benson and Faulkner and enjoy a beautiful afternoon with many of our local volunteers. Councillor Faulkner brought greetings and gratitude on behalf of the Town to our many volunteers, recognizing the immeasurable ways they make our community a better place. In addition to a fantastic meal, we shared some laughs from an improv comedy team. Thank you to all our volunteers, in attendance or not. We appreciate you!

April 24th- Special Council Meeting- Discussion Workshop

April 26th- ABmunis Media Interview Training

April 27th- ABmunis Board Meeting

Council Report April 2023

Councillor Jaime McKeag Reber

** March 19th – Communities in Bloom- I realized after I had submitted my March report that I had forgot to add that CIB had their annual meeting this year and it was great to see a few new faces on their board. The CIB is looking to increase their presence this year with a Float in the Calmar Days Parade and the potential of giving out Recognition signs to residents in the area with great flower and yard displays. I think it will be a great community building initiative and I look forward to see what this year has in store.

April 3rd- Regular Meeting of Council- See meeting minutes

April 12th- Recreation Board Meeting- Another great meeting! I am really appreciating the lively and robust conversations that we are having on the board. This spring and summer is looking to be a great one with the Fair kicking us off the last weekend of April, The Summer Getaway is looking to lively and action-packed, Canada Day Hockey event is sure to draw in lots of visitors from neighboring communities and Calmar Days will be just as awesome as ever. We do have a need for volunteers for some of the events and hopefully we will have a clearer idea at the next meeting just how many helpers we will need for ultimate success.

There is a lot of action on the sports side of things with t-ball, soccer and Lacrosse starting up right away and I am so happy to see so much variety of sports to offer to the youth of Calmar. With the refreshed Joint use agreement with Calmar Secondary school there is the potential for volley ball and pickle (could be spelt wrong) ball to be added to the offerings for our adults in Calmar. I, for one, am hoping there with be an “Into to Pickle Ball night” so I can learn all about this latest sport.

April 16th- Communities in Bloom- Great meeting at the Tot park where the kids of the volunteers could play. The planting season is just around the corner and much of the meeting was spent on making a game plan and supplies plan for the start of the season. Sponsorship opportunities for the big barrels and some of the flower beds in town have been sent out to our business community with the help of Ec.Dev Officer Sandra and it looks like Calmar will be as beautiful as ever this year.

The big planting day will be June 3rd, anyone looking to help with planting would be appreciated.

April 17th- Regular Meeting of Council- See meeting minutes

April 22nd- Volunteer Appreciation Day- Thank you to CSS for opening your doors for the event! It was nice to have a wonderful lunch in the sunlight. Shout out to Deputy Mayor Don Faulkner, I really appreciated his speech on volunteerism, thank you to the Administration staff who organized the event. Calmar has a great team of Volunteers that help out with so many aspects of our community and I am glad we took the time to recognize them. I look forward to next years event.

April 24th- Council workshop- largely focused on the spring and summer event schedule for council but please see meeting minutes.

April 30th- Attended the Wild Rose Show Fair. It was great! Tons of people but the line-ups weren't too long. The Weather was great for the weekend.

Thank you to our Local Fire Department and those in our community who are paid-on call or volunteer. Your quick response on the 29th helped avoid a potentially bigger issue along with your continued efforts as Wild Fires plague so much of our province.

Carey Benson Councilor Report April 2023

April 3rd, 2023, Regular Meeting of Council

- We had a delegate from No Where to Run come and present council with a cheque (\$1162.50) as a donation towards trails in The Town of Calmar. Their next event is scheduled for some time in September.
- Under Bylaw 2023-15 Hayduk Lumber and Hardware is about the potential redevelopment of their properties on 4913 50ave. Hayduk is looking at constructing a new building on that property to be able to store more products and items for sale. They were requesting to change the zoning to allow for a warehouse/ warehouse sales establishment. At the end of the discussion council passed a motion to give first reading to an Amendment to the Land Use Bylaw, for this specific property. From there it went out for publication for a public hearing at a later date.
- Bylaw 2023-16 is also about an Amendment to the Land Use Bylaw which would change a property from a R1 to and R2. This was to allow for one of the property owners of the duplex to do construction work in the basement of their home. Council passed the motion as amended for first reading. From here it would be published, and a public hearing will be held at a later date.
- Bylaw 2023-17 is to request that Calmar join the Regional Leduc County Subdivision Development and Appeal board so that the town Calmar did not have to renew/extend its contract with Parkland Community Planning Services (PCPS). Council passed a motion to give first reading to this bylaw and allow for publication of a public hearing to take place at a later date.
- Council had under the financial section of the meeting an item to discuss the 2023 Budget. During that discussion Mayor Carnahan made a motion for the \$43 000 Contingency Fund to be split. Where \$14 000 would stay in the Contingency Fund and the \$29 000 would be put into Capitol Infrastructure.
- We finished the meeting with a closed session to discuss a Development and Personnel Item

April 14th, 2023, Calmar Peace Officer Ride-a-Long

- I had the opportunity to take a ride-a-long with Calmar's Peace Officer, Officer Leggio. This ride-a-long was 4 hours and it took me through all the parts of Calmar and into the surrounding area of town. At the start, Officer Leggio talked about what equipment the town has to monitor for bylaw infractions, what paperwork he has to do as a part of his job, and how he has to go to court and defend why someone was given a ticket. He showed me some of the equipment he had on the cruiser, what lights and sirens he had, and some of the typical radio calls he used. We got waved down by a driver and he gave us someone's wallet. Officer Leggio contacted the owner of the wallet and was able to give it right back to him. The next thing he showed me was how a typical pullover scenario would happen. During the demo, he talked about key points ; where to stand and how to approach someone who could potentially become aggressive to the point of a physical altercation and ways to protect yourself. It was a real eye opener as to what our officers must deal with on a daily basis. I was also shown past videos of traffic stops to help me see what the process involves as well as the types of interactions our Peace Officer deals with. After the video and this exercise, Officer Leggio set up his in vehicle radar system and we waited for

vehicles who were speeding down Hwy 39 through the inner town portion of the road (50km zone). It was a quick turnaround when someone was caught speeding. Officer Leggio went lights and sirens and pulled over the vehicle. A second vehicle was also pulled over moments after the first. Officer Leggio displayed the upmost professionalism during these traffic stops. He was able to perform his mandated tasks, keep the situations from escalating and in a manner that demonstrated the highest competence and much respect for all involved. During our perimeter patrol we did encounter two parked vehicles approximately 1km north of Calmar. Officer Leggio conducted a traffic stop where his emergency lights were activated, he got out and three males came out of a treed area. It was dark so Officer Leggio conducted the stop using his flashlight to help illuminate the area. Office Leggio identified the three males and released them at the scene. We also did some patrolling around all the neighborhoods in town and he told me what a typical shift on patrol looked like. All in all, it was a very informative ride-a-long with Officer Leggio, and I now have a better understanding of what our CPO does during his time on duty. I would encourage everyone to apply for a ride-a-long with our CPO.

April 17th, 2023 Regular Meeting of Council

- Council started off its meeting with a representative from MNP to go over the audited financial statement and a representative from the Market on Main. Everything was well presented and was straight forward. If there is any question on this, it would be best to review the minutes from the April 17th meeting.
- Council was presented with Bylaw 2023-14 the Tax Rate Bylaw. Through open houses and public consultation, we passed the bylaw with all readings.
- Our Recreation Coordinator Ian Miller presented to council names for approval to join the rec board. Council saw no issue with who was put forward and accepted the recommendations.
- Council was presented a proposal for an ECO station to be developed in Calmar. With the fact that we are not too far away from the Leduc ECO station and the cost that would be passed onto the town for maintaining the station we had decided not to pursue having one in town.
- Both our Operating/Financial Budgets were passed as amended. We did end up moving the 47ave sanitary line repair to 2024 in the budget.
- Council also had one item for closed session.

April 19th, 2023, FCSS Advisory Board Meeting

- Seniors Transportation Pilot is a program that looks at getting seniors free rides for medical appointments to the doctors with Drive Happiness. The program is looking at getting started in September and reviewed for 2024 implementation. There will be different options for 65+ and 80+ when it comes to rides. Leduc County is formalizing an agreement with Drive Happiness to provide subsidized services to residents that fall in the Leduc County area. They will also be working on recruiting volunteers to provide this service.
- During the meeting we went over a report about developing a Youth Directory for Leduc County. This directory will appeal to a youth audience and also provide information and contacts for programs, services and agencies that provide support and opportunities to youth.

April 22nd, 2023, Volunteer Appreciation Event

- Council got together with our local volunteers and volunteer groups to come together and celebrate volunteerism in Calmar. We had a lovely luncheon and an improv duo come to entertain the crowd. Everyone seemed to be having a good time and was a wonderful event.

April 24th, 2023, Special Meeting of Council

- Council had set up this meeting to have a workshop to discuss items Council would like to see accomplished. Discussions included our attendance at the Market on Main event. We talked about scheduling and how many times a month council should be attending these events.
- We also went over which parades would be beneficial for council to attend to establish more networking and collaborations with councils close to our region.
- BBQ's and Pancake Breakfasts were also a topic for discussion. Council see's the value in participating in these events cause it's a great way to show appreciation and to talk with residents in town.
- There was a closed session at this special meeting of council.

April 25th, 2023, Library Board Meeting

- During our Library Board meeting board members were discussing what type of services YRL (Yellowhead Regional Library) provides for Calmar's library. Some of the important work that YRL does is to coordinate and ship materials to Libraries, purchase new materials and YRL helps to create and share kits for programs for all ages. I should have more to report on this by my next Council report.
- The Library is working on getting a phone service through YRL.
- There are a few events that The Calmar Public Library is hosting. I would encourage everyone to go online and check out the Calmar Public Library's website.

April 26th, 2023, 39/20 Alliance Meeting

- Alliance sent in the final payment for POV for our promotional video.
- During the meeting there was a discussion on how we become a successful group and make achievable goals. May good ideas were brought up by the CAO's. Some of the ones that stuck out to me were how do we collaborate as four towns to get meetings with ministers for shared issues we are facing. Reaching out to Alberta Transportation was another discussion item that the CAO's brought up.
- With meetings dates being push to every 2 months and with the ability to special meetings in between we should be more focused on setting and completing goals.

April 27th, 2023, Coffee Meeting with Councillor Miller of Thorsby

- I had the opportunity to reach and meet up with Councillor Miller of Thorsby. We sit on a few boards together and was nice to catch up and discuss what issues our towns are facing, how has our first term as Councilors been going. We also discussed about things for youth to do in our towns, was happy to hear that Thorsby has a babysitting course program for youth to take.

**LEDUC AND DISTRICT REGIONAL
WASTE MANAGEMENT COMMISSION**

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022**

INDEPENDENT AUDITORS' REPORT

To the Members of the Leduc and District Regional Waste Management Commission

Opinion

We have audited the financial statements of the Leduc and District Regional Waste Management Commission (the "Commission"), which comprise the statement of financial position as at December 31, 2022, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

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

Basis for Opinion

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

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

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

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

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

Auditor's Responsibility for the Audit of the Financial Statements

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

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

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

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

METRIX GROUP LLP

Chartered Professional Accountants

Edmonton, Alberta

March 29, 2023

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2022

	<u>2022</u>	<u>2021</u>
FINANCIAL ASSETS		
Cash	\$ 5,613,990	\$ 11,604,970
Accounts receivable	2,012,505	1,663,454
Goods and Service Tax receivable	149,261	128,618
Investments (Note 3)	<u>9,329,569</u>	<u>2,282,832</u>
	<u>17,105,325</u>	<u>15,679,874</u>
 LIABILITIES		
Accounts payable and accrued liabilities	460,396	971,852
Landfill closure and post-closure costs (Note 4)	<u>4,569,432</u>	<u>3,909,241</u>
	<u>5,029,828</u>	<u>4,881,093</u>
NET FINANCIAL ASSETS	<u>12,075,497</u>	<u>10,798,781</u>
 NON-FINANCIAL ASSETS		
Tangible Capital Assets (Schedule 1)	15,292,355	16,260,327
Prepaid expenses	<u>15,168</u>	<u>30,327</u>
	<u>15,307,523</u>	<u>16,290,654</u>
ACCUMULATED SURPLUS (Note 6)	<u>\$ 27,383,020</u>	<u>\$ 27,089,435</u>

ON BEHALF OF THE COMMISSION:


 _____ Chair


 _____ Vice Chair

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS

FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u> (Budget) (Note 12)	<u>2022</u> (Actual)	<u>2021</u> (Actual)
Revenue			
Commercial and construction waste fees	\$ 2,582,751	\$ 2,122,645	\$ 2,001,429
Beneficial and impacted soil fees	655,921	1,982,895	1,401,101
Residential waste fees	1,825,265	1,720,125	1,966,798
Other waste fees	58,693	918,890	71,958
Less rebates	<u>(271,891)</u>	<u>(223,068)</u>	<u>(243,456)</u>
 Total operating revenue	 4,850,739	 6,521,487	 5,197,830
 Interest and investment income	 64,370	 239,240	 78,536
Other revenue	<u>-</u>	<u>1,636</u>	<u>1,841</u>
 Total Revenue	 <u>4,915,109</u>	 <u>6,762,363</u>	 <u>5,278,207</u>
 Expenses			
Contracted operator fees	2,524,366	3,679,046	2,619,846
Landfill closure and post-closure provision (Note 4)	274,345	665,004	424,772
Water monitoring and leachate disposal	439,128	398,432	443,882
Contracted administration fees	242,760	225,000	238,000
Contracted professional fees	176,722	160,310	144,365
Bird management	137,480	111,784	58,436
Other	114,918	94,456	71,676
Conferences, training and meetings	56,416	47,765	4,745
Repairs and maintenance	75,000	32,956	42,022
Bank charges and interest	25,500	25,338	9,737
Insurance	30,600	21,404	24,671
Advertising and public awareness	25,000	11,626	12,576
Bad debts (recovery)	40,800	(22,522)	(868)
Amortization of tangible capital assets	<u>-</u>	<u>1,018,179</u>	<u>1,016,026</u>
 Total Expenses	 <u>4,163,035</u>	 <u>6,468,778</u>	 <u>5,109,886</u>
 Excess of Revenue over Expenses	 752,074	 293,585	 168,321
 Accumulated Surplus, Beginning of Year	 <u>27,089,435</u>	 <u>27,089,435</u>	 <u>26,921,114</u>
 Accumulated Surplus, End of Year	 <u>27,841,509</u>	 <u>\$ 27,383,020</u>	 <u>\$ 27,089,435</u>

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION
STATEMENT OF CHANGES IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>	<u>2021</u>
Excess of Revenue Over Expenses	\$ 293,585	\$ 168,321
Acquisition of tangible capital assets	(50,207)	(471,316)
Amortization of tangible capital assets	<u>1,018,179</u>	<u>1,016,026</u>
	1,261,557	713,031
Net use (acquisition) of prepaid expenses	<u>15,159</u>	<u>27,833</u>
Increase in Net Financial Assets	1,276,716	740,864
Net Financial Assets, Beginning of Year	<u>10,798,781</u>	<u>10,057,917</u>
Net Financial Assets, End of Year	<u>\$ 12,075,497</u>	<u>\$ 10,798,781</u>

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>	<u>2021</u>
Operating Activities		
Cash from operations		
Excess of revenue over expenditures	\$ 293,585	\$ 168,321
Amortization of tangible capital assets	1,018,179	1,016,026
Landfill closure and post-closure provision	665,005	424,772
Change in non-cash working capital balances related to operations:		
Accounts receivable	(349,051)	(397,991)
Goods and Services Tax receivable	(20,643)	82,882
Prepaid expenses	15,159	27,833
Accounts payable and accrued liabilities	(511,456)	(220,412)
Landfill closure and post-closure costs	<u>(4,814)</u>	<u>(65,696)</u>
	<u>1,105,964</u>	<u>1,035,735</u>
Investing Activities		
Purchase of investments	<u>(7,046,737)</u>	<u>(30,602)</u>
Capital Activities		
Acquisition of tangible capital assets	<u>(50,207)</u>	<u>(471,316)</u>
Change in Cash During the Year	(5,990,980)	533,817
Cash, Beginning of Year	<u>11,604,970</u>	<u>11,071,153</u>
Cash, End of Year	\$ <u>5,613,990</u>	\$ <u>11,604,970</u>

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

SCHEDULE 1

SCHEDULE OF TANGIBLE CAPITAL ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>Land</u>	<u>Buildings</u>	<u>Equipment</u>	<u>Engineered Structures</u>	<u>2022</u>	<u>2021</u>
COST:						
Balance, Beginning of Year	\$ 823,333	\$ 3,009,554	\$ 2,928,123	\$18,686,834	\$25,447,844	\$24,976,528
Acquisition of tangible capital assets	-	7,793	40,752	1,662	50,207	471,316
Disposal of tangible capital assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Balance, End of Year	<u>823,333</u>	<u>3,017,347</u>	<u>2,968,875</u>	<u>18,688,496</u>	<u>25,498,051</u>	<u>25,447,844</u>
ACCUMULATED AMORTIZATION:						
Balance, Beginning of Year	-	875,665	1,371,279	6,940,573	9,187,517	8,171,491
Annual amortization	<u>-</u>	<u>61,848</u>	<u>236,493</u>	<u>719,838</u>	<u>1,018,179</u>	<u>1,016,026</u>
Balance, End of Year	<u>-</u>	<u>937,513</u>	<u>1,607,772</u>	<u>7,660,411</u>	<u>10,205,696</u>	<u>9,187,517</u>
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	<u>\$ 823,333</u>	<u>\$ 2,079,834</u>	<u>\$ 1,361,103</u>	<u>\$ 11,028,085</u>	<u>\$ 15,292,355</u>	<u>\$ 16,260,327</u>

Cost includes construction in progress of \$3,782,856 (2021 - \$3,781,194). These amounts are not amortized until the asset is complete and in use.

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2022

1. NATURE OF OPERATIONS

The Leduc and District Regional Waste Management Commission (the "Commission") was established on June 27, 1978 with the objective to provide solid waste disposal facilities and services in an efficient, environmentally responsible and socially acceptable manner, for the benefit of member municipalities. Its members are: City of Leduc, Leduc County, City of Beaumont, Town of Calmar and Town of Devon.

2. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

These financial statements have been prepared in accordance with Canadian public sector accounting standards for local governments established by the Canadian Public Sector Accounting Board.

(b) Cash

Cash includes a chequing account that is readily converted into known amounts of cash and subject to an insignificant change in value.

(c) Investments

Investments are recorded at cost. Investment premiums and discounts are amortized proportionately over the term of the respective investments. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

(d) Revenue Recognition

User fees are recognized as revenue when waste material is received at the landfill site.

Government transfers are recognized as revenues when the transfer is authorized, any eligibility criteria are met, and reasonable estimates of the amounts can be made. Government transfers are recognized as deferred revenue when amounts have been received but not all eligibility criteria have been met.

Investment income is recognized as revenue when earned.

(e) Tangible Capital Assets

Tangible capital assets are recorded at cost. Contributed tangible capital assets are recorded at fair value at the date of contribution. Amortization is provided on a straight-line basis over the estimated useful lives of the assets as follows:

Engineering structures	9 - 35 years
Equipment	10 years
Buildings	50 years

Tangible capital assets are written down when conditions indicate that they no longer contribute to the Commission's ability to provide goods and services, or when the value of future economic benefits associated with the tangible capital assets are less than their net book value. The net write-downs are accounted for as expenses in the statement of operations.

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

NOTES TO FINANCIAL STATEMENTS (CONT'D)

DECEMBER 31, 2022

2. SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

(f) Landfill Closure and Post-Closure Liability

Pursuant to the *Alberta Environmental Protection Act*, the Commission is required to fund the closure of the landfill and provide for post-closure care of the facility. Closure and post-closure costs include the final clay cover, landscaping, as well as surface and ground water monitoring, leachate control and visual inspection. This requirement is being provided for over the estimated remaining life of the landfill site based on usage. The annual provision is reported as an operating expenditure, and the accumulated provision is reported as a liability on the statement of financial position.

(g) Measurement Uncertainty

The preparation of the financial statements in accordance with Canadian public sector accounting standards requires management to make estimates regarding significant items such as allowances for uncollectible receivables, amounts relating to impairment assessments and amortization of tangible capital assets, and provisions for closure and post-closure costs that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

3. INVESTMENTS

	<u>2022</u>	<u>2021</u>
Bonds - at cost	<u>\$ 9,329,569</u>	<u>\$ 2,282,832</u>

The investments consist of a mix of bonds with rates of return between 0.58% and 4.38%, maturing between 2023 and 2026. The income from these investments is being reinvested as received.

The market value of the investments at December 31, 2022 was \$9,287,181 (2021 - \$2,314,783).

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

NOTES TO FINANCIAL STATEMENTS (CONT'D)

DECEMBER 31, 2022

4. PROVISION FOR LANDFILL CLOSURE AND POST-CLOSURE COSTS

The Alberta Environmental Protection and Enhancement Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites.

The liability recorded at December 31, 2022 is \$ 4,569,432 and represents the Commission's estimate of the present value of closure and post-closure costs. Closure will involve covering the site with topsoil and vegetation, and installing groundwater monitoring wells. Post-closure care activities are expected to occur for 25 years and will involve surface and ground water monitoring and landfill cover maintenance.

The municipal solid waste portion of the landfill is expected to reach capacity in 2024. The west cell is expected to reach capacity in 2040.

The funds to discharge this obligation are currently being held in the cash and investment accounts of the Commission.

The detail of the activities in this account are as follows:

	<u>2022</u>	<u>2021</u>
Balance - beginning of year	\$ 3,909,241	\$ 3,550,165
Additions to the liability	665,005	424,772
Expenditures	<u>(4,814)</u>	<u>(65,696)</u>
Balance - end of year	<u>\$ 4,569,432</u>	<u>\$ 3,909,241</u>

The current rate charged to fund this liability is \$2.939 per tonne.

5. DEBT LIMITS

Section 3 of the Alberta Regulation No. 76/2000 requires that debt and debt limits for the Commission be disclosed as follows:

	<u>2022</u>	<u>2021</u>
Total debt limit	\$ <u>13,524,726</u>	\$ <u>10,556,414</u>
Total debt	<u>-</u>	<u>-</u>
Unused debt limit	<u>\$ 13,524,726</u>	<u>\$ 10,556,414</u>
Service on debt limit	\$ 2,366,827	\$ 1,847,372
Service on debt	<u>-</u>	<u>-</u>
Unused service on debt limit	<u>\$ 2,366,827</u>	<u>\$ 1,847,372</u>

The debt limit is calculated at 2 times revenue of the Commission (as defined in the Alberta Regulation 76/2000) and the debt service limit is calculated as 0.35 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify Commissions that could be at a financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the Commission. Rather, the financial statements must be interpreted as a whole.

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

NOTES TO FINANCIAL STATEMENTS (CONT'D)

DECEMBER 31, 2022

6. ACCUMULATED SURPLUS

Accumulated surplus consists of unrestricted surplus, internally restricted surplus and equity in tangible capital assets as follows:

	<u>2022</u>	<u>2021</u>
Unrestricted surplus	\$ 456,975	\$ 131,118
Restricted surplus (Note 8)	11,633,690	10,697,990
Equity in tangible capital assets (Note 7)	<u>15,292,355</u>	<u>16,260,327</u>
	<u>\$ 27,383,020</u>	<u>\$ 27,089,435</u>

7. EQUITY IN TANGIBLE CAPITAL ASSETS

	<u>2022</u>	<u>2021</u>
Cost of tangible capital assets (Schedule 1)	\$ 25,498,051	\$ 25,447,844
Accumulated amortization of tangible capital assets (Schedule 1)	<u>(10,205,696)</u>	<u>(9,187,517)</u>
	<u>\$ 15,292,355</u>	<u>\$ 16,260,327</u>

8. RESTRICTED SURPLUS

Reserves are established at the discretion of the Board of Directors to set aside funds for future operating and capital purposes. Transfers to and from reserves are reflected as adjustments to the respective fund. Changes in reserve balances during the year were as follows:

	<u>2021</u>	<u>Increases</u>	<u>Decreases</u>	<u>2022</u>
General Reserve	\$10,032,685	\$ 1,230,018	\$ (867,174)	\$10,395,529
Rate Stabilization Reserve	500,000	-	-	500,000
Capital Reserve	<u>165,305</u>	<u>627,035</u>	<u>(54,179)</u>	<u>738,161</u>
	<u>\$10,697,990</u>	<u>\$ 1,857,053</u>	<u>\$ (921,353)</u>	<u>\$11,633,690</u>

The description and purpose of each reserve is as follows:

General Reserve

The General Reserve was established to undertake projects.

Rate Stabilization Reserve

The Rate Stabilization Reserve was established for the purpose of stabilizing land fill usage fees so that they remain fairly consistent on a year by year basis. The reserve will help to fund future anticipated, as well as unexpected cost increases, rather than implementing annual land fill use rate increases. The maximum balance for this reserve has been set at \$500,000.

Capital Reserve

The Capital Reserve was established to fund major capital projects.

LEDUC AND DISTRICT REGIONAL WASTE MANAGEMENT COMMISSION

NOTES TO FINANCIAL STATEMENTS (CONT'D)

DECEMBER 31, 2022

9. RELATED PARTY TRANSACTIONS

The municipalities that are members of the Commission are considered to be related parties.

Accounts receivable includes a total of \$252,352 (2021 - \$166,961) receivable from Commission members.

Accounts payable and accrued liabilities includes a total of \$163,313 (2021 - \$169,753) payable to Commission members.

Administration expense includes \$225,000 (2021 - \$238,000) paid to the City of Leduc for management and administrative services.

These transactions are in the normal course of operations and are measured at the exchange amounts as established and agreed to by the related parties.

10. COMMITMENTS

The City of Leduc provides management services to the Commission under the terms of an agreement to the end of 2024, with annual compensation of \$229,500 for 2023 and \$234,000 for 2024.

GFL Environmental Inc. provides operational services to the Commission under the terms of an agreement to the end of 2023. The agreement provides for monthly compensation payments based on volumes of waste processed.

11. FINANCIAL INSTRUMENTS

The Commission's financial instruments consist of cash, investments, accounts receivable and accounts payable and accrued liabilities. It is management's opinion that the Commission is not exposed to significant interest rate, currency, credit, liquidity, market or other price risk arising from these financial instruments. The carrying values of these financial instruments approximates their fair value.

12. BUDGET

The budget figures presented in these financial statements are based on the 2022 final budget adopted by the Board on September 15, 2021.



10 May 2023

Dear Alberta Municipalities:

Re: Alberta Provincial Election

It is time for all parties running in this upcoming election to band together, get a hold of elections Alberta and postpone this Provincial Election.

This election is nothing but a distraction at this point. When we, Albertans, need every government official to roll up their sleeves and fight for this province before we don't have a province to come back to.

At this time, we ask that you postpone this election and form a non-partisan collaborative government for the betterment of all Albertans.

The forecast is for high temperatures again in the near future, and we need to be ready.

I'm calling on all Albertans, all mayors and reeves across Alberta to contact your MLAs to help me get this message out.

Regards,

Wade Williams
Mayor Yellowhead County

Cc: Premier of Alberta
RMA
AB Munis