

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD  
IN PERSON AND VIRTUALLY ON JULY 17, 2023,  
COMMENCING AT 7:00 PM**

**GoToMeeting**

**Public Access Code: 211-016-493**

**AGENDA**

- | <b><u>ITEM</u></b> | <b><u>SOURCE</u></b>   |
|--------------------|--|
| <b>1.</b>          | <b>Call to Order</b>   |
| <b>2.</b>          | <b>Adoption of Agenda</b>  |
| <b>3.</b>          | <b>Public Hearings</b><br>a) IDP & ICF   |
| <b>4.</b>          | <b>Delegations – None</b>  |
| <b>5.</b>          | <b>Adoption of Minutes</b><br>a) Regular Council Meeting – June 19, 2023<br>b) Special Council Meeting – June 20, 2023<br>c) Special Council Meeting – July 10, 2023   |
| <b>6.</b>          | <b>Unfinished Business – None</b>  |
| <b>7.</b>          | <b>Bylaws or Policies</b><br>a) Bylaw #2023-20 – Fees & Charges<br>b) Bylaw #2023-25 – Municipal Assessor Bylaw<br>c) Bylaw #2023-24 – Land Use Bylaw Amendment<br>d) Bylaw #2023-18 – IDP<br>e) Bylaw #2023-19 – Bylaw to Rescind Bylaw #2019-18                            |
| <b>8.</b>          | <b>New Business</b><br>a) Woodland Park Development Plan<br>b) Canadian Fibre Optic Agreement<br>c) Lease Agreement with Weekend Market  |
| <b>9.</b>          | <b>Financial – None</b>  |
| <b>10.</b>         | <b>Department Reports</b><br>a) CAO<br>b) Planning & Development<br>c) Corporate Services<br>d) Enforcement Services<br>e) Emergency Management<br>f) Public Works<br>g) Economic Development<br>h) Recreation<br>i) Family & Community Support Services<br>j) Growth Report |
| <b>11.</b>         | <b>Council and Committee Reports</b><br>a) Mayor Carnahan<br>b) Councillor Faulkner<br>c) Councillor Gardner<br>d) Councillor McKeag Reber<br>e) Councillor Benson   |
| <b>12.</b>         | <b>Action Items – None</b>   |
| <b>13.</b>         | <b>Correspondence</b><br>a) Municipal Affairs  |

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**AGENDA**

- 14. Clarification of Agenda Business – (Open mic)**
- 15. Closed Session**
  - a) Development - (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)
- 16. Adjournment**

**REGULAR MEETING OF COUNCIL  
OF THE TOWN OF CALMAR WAS HELD IN PERSON  
AND VIRTUALLY ON MONDAY JUNE 19, 2023**

Access Code: 211-016-493

1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of June 19, 2023, to order at the hour of 7:01 pm.

**PRESENT:** Mayor Carnahan, Councillors Faulkner, Gardner, McKeag Reber & Benson, and CAO Losier, ADCS Bryans, DI & G Melesko, RC Miller, EDO Sandra

2. **ADOPTION OF AGENDA:**

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

**CARRIED  
R-23-06-0194**

3. **PUBLIC HEARINGS: None**

4. **DELEGATIONS:**

- a) **Spencer Popik** – Ambassador for the Town of Calmar to Kalmar, Sweden

Mayor Carnahan thanked Mr. Popik for his presentation at the time being 7:12 pm.

5. **ADOPTION OF MINUTES:**

- a) **Regular Council Meeting** – June 05, 2023

*Moved by* Councillor McKeag Reber that the minutes of the Regular Council Meeting of June 05, 2023, are hereby approved as presented.

**CARRIED  
R-23-06-0195**

6. **UNFINISHED BUSINESS:**

- a) **Senior's Bus** – Discussion Only  
b) **Pride Month** – Discussion Only and Declaration

7. **BYLAWS or POLICIES:**

- a) **Bylaw #2023-20 – Fees & Charges Bylaw**

*Moved by* Councillor Gardner that Council pass a motion to give Bylaw 2023-20 – Fees & Charges Bylaw first reading.

**CARRIED  
R-23-06-0196**

- b) **Calmar Camping Ground and Ball Tournament Policy**

*Moved by* Councillor McKeag Reber that Council pass a motion to adopt the amended rental agreement as the standard policy for campground and ball tournament rental.

**CARRIED  
R-23-06-0197**

**REGULAR MEETING OF COUNCIL  
OF THE TOWN OF CALMAR WAS HELD IN PERSON  
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Access Code: 211-016-493

**8. NEW BUSINESS:**

**a) Refund of Development Permit**

*Moved by* Councillor Benson that Council passes a motion to direct Administration to inform the business owner that they are appreciative of the feedback and request for a partial or full refund but will not be refunding any of the DP as the fee at the time of application stands.

**CARRIED  
R-23-06-0198**

*Recessed @ 8:28 pm  
Reconvened @ 8:35 pm*

**b) Sale of Town Owned Property**

*Moved by* Councillor McKeag Reber that Council pass a motion to direct Administration to go forward with the procurement process to select a realtor(s) to sell these two parcels of land on behalf of the Town.

**CARRIED  
R-23-06-0199**

**c) GFL Green Bins**

*Moved by* Councillor Faulkner that Council directs Administration to continue with the current contract until its expiration in 2025 and to revisit the program and go through the correct procurement process for the future before that time.

**CARRIED  
R-23-06-0200**

**9. FINANCIAL:**

**a) Trial Balance as of June 15, 2023**

*Moved by* Mayor Carnahan that Council pass a motion to accept this as information.

**CARRIED  
R-23-06-0201**

**10. DEPARTMENT REPORTS:**

**a) Growth Report**

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

**CARRIED  
R-23-06-0202**

**11. COUNCIL AND COMMITTEE REPORTS:**

- a) Mayor Carnahan** – not submitted
- b) Councillor Faulkner**
- c) Councillor Gardner**
- d) Councillor McKeag Reber**
- e) Councillor Benson**

*Moved by* Mayor Carnahan that Council pass a motion to accept these reports as information.

**CARRIED  
R-23-06-0203**

**12. ACTION ITEM: None**



**REGULAR MEETING OF COUNCIL  
OF THE TOWN OF CALMAR WAS HELD IN PERSON  
AND VIRTUALLY ON MONDAY JUNE 19, 2023**

Access Code: 211-016-493

**13. CORRESPONDENCE:**

- a) Resumption of Progress Toward a North Saskatchewan Regional Plan
- b) LRHF 2022 Annual Report
- c) YRL 2022 ROI for Calmar Public Library
- d) Municipal Accountability Program Cycle 2

*Moved by* Councillor Gardner that Council pass a motion to accept this correspondence as information.

**CARRIED  
R-23-06-0204**

**14. CLARIFICATION OF AGENDA BUSINESS – (Open mic)**

**15. CLOSED SESSION:**

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

*Moved by* Councillor McKeag Reber that the Regular Council Meeting temporarily adjourn, and Council sit in Closed Session at this time being 9:31 pm.

**CARRIED  
R-23-06-0205**

CAO Losier & ADCS Bryans remained in Chambers for the closed session.

*Moved by* Councillor Gardner that Council comes out of into closed session at 9:45 pm.

**CARRIED  
R-23-06-0206**

**16. ADJOURNMENT:**

The Regular Council Meeting adjourned at 9:45 pm.

These minutes signed this 17<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Mayor Carnahan

\_\_\_\_\_  
CAO Losier

**SPECIAL MEETING OF COUNCIL TO BE HELD  
IN PERSON AND VIRTUALLY ON JUNE 20, 2023  
COMMENCING AT 5:30 PM**

GoToMeeting  
Public Access Code: 738-393-413

1. **CALL TO ORDER:** Mayor Carnahan called the Special Meeting of Council of July 10, 2023, to order at the hour of 5:52 pm.

**PRESENT:** Mayor Carnahan, Councillors Faulkner, Gardner, Benson & McKeag Reber

2. **ADOPTION OF AGENDA:**

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

**CARRIED  
R-23-06-0207**

3. **CLOSED SESSION**

- a) **Personnel** - (Pursuant to Section 24(1)(b)(i) of the Freedom of Information and Protection of Privacy Act).

*Moved by* Councillor Faulkner that the Special Meeting of Council temporarily adjourn, and Council sit in Closed Session at this time being 5:55 pm.

**CARRIED  
R-23-06-0208**

*Councillor McKeag Reber left the meeting at 7:35 pm*

*Moved by* Councillor Benson that the Special Meeting of Council reconvene from Closed Session at this time being 7:50 pm.

**CARRIED  
R-23-06-0209**

4. **ADJOURNMENT:**

The Special Council Meeting adjourned at 7:51 pm.

These minutes signed this 17<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Mayor Carnahan

\_\_\_\_\_  
CAO Losier

**SPECIAL MEETING OF COUNCIL TO BE HELD  
IN PERSON AND VIRTUALLY ON JULY 10,  
2023 COMMENCING AT 7:00 PM**

GoToMeeting

Public Access Code: 738-393-413

1. **CALL TO ORDER:** Mayor Carnahan called the Special Meeting of Council of July 10, 2023, to order at the hour of 7:05 pm.

**PRESENT:** Mayor Carnahan, Councillors Faulkner, Gardner, Benson & McKeag Reber, CAO Losier, ADCS Bryans & DIG Melesko

2. **ADOPTION OF AGENDA:**

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

**CARRIED  
R-23-07-0210**

3. **BYLAWS & POLICIES**

- a) **Bylaw #2023-23 – Amendment to Land Use Bylaw**

*Moved by* Councillor Gardner that Council pass a motion to give first reading to Bylaw #2023-23 – Amendment to Land Use Bylaw

**CARRIED  
R-23-07-0211**

- b) **Bylaw #2023-21 – Alternate Advertising Bylaw**

*Moved by* Councillor McKeag Reber that Bylaw #2023-21 – Alternative Advertising Bylaw is hereby given first reading and that Administration is directed to advertise this bylaw and public hearing through all social media channels, the website, the chronicle and the electronic sign prior to bringing the bylaw back for second and third readings.

**CARRIED  
R-23-07-0212**

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

*Moved by* Councillor Faulkner that Council pass a motion to approve the amendment to Policy #2017-026 – HR Policy (OT Policy) as presented.

**CARRIED  
R-23-07-0213**

- d) **Policy #2023-103 - Work from Home Policy – Discussion Only**

4. **NEW BUSINESS**

- a) **Tax Recovery Reserve Bids**

*Moved by* Mayor Carnahan that Council pass a motion to direct Administration to set the reserve bid for the 5 residential properties and 3 designated manufactured homes at 90% of the 2023 taxation year assessment.

**CARRIED  
R-23-07-0214**

- b) **Trail Reserve Transfer**

*Moved by* Councillor McKeag Reber that Council pass a motion to direct Administration to transfer \$2,695.96 from the Parks Facility Reserve to the Parks Trail Reserve.

**CARRIED  
R-23-07-0215**

**SPECIAL MEETING OF COUNCIL TO BE HELD  
IN PERSON AND VIRTUALLY ON JULY 10,  
2023 COMMENCING AT 7:00 PM**

GoToMeeting  
Public Access Code: 738-393-413

**c) Capital Budget Reallocation**

*Moved by* Councillor McKeag Reber that Council pass a motion to transfer the funding designated for Woodland Park to the walkway project.

**CARRIED  
R-23-07-0216**

Recess @ 8:50  
Reconvene @ 9:00

**d) Council Priorities – Discussion Only**

- Asset Management
- Communication
- Enhanced recreation project

**4. ADJOURNMENT:**

The Special Council Meeting adjourned at 10:05 pm.

These minutes signed this 17<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Mayor Carnahan

\_\_\_\_\_  
CAO Losier

**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Fee Bylaw, Bylaw #2023-20
Approved By:	CAO Losier
Agenda Item Number:	7 A

**BACKGROUND/PROPOSAL:**

At its June 19 meeting, Council received a presentation of an updated fee bylaw. The update included the addition of:

- the building/disciplines permit fees,
- the new appeal fee (subdivision and/or development),
- For the bulk water station, a replacement key, or an additional key fee, and
- the lagoon key fee.

The proposed bylaw received second reading and 3<sup>rd</sup> reading is needed to complete the process. The proposed bylaw is attached to the report.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Adding the fees to the bylaw would make it easier for residents, developers, and Administration. It would also make it easier for maintenance purposes as we will be able to focus the review around 1 single bylaw and evaluate the potential impacts to the budget and the level of service.

**Option 1** – Council could decide to change the proposed fees before adoption tonight.

**Option 2** – Council could decide to request further changes to the fees and charges bylaw before adopting a new version in the future.

**Option 3** – Council could approve the proposed bylaw as presented.

**COSTS/SOURCE OF FUNDING (if applicable)**

N/A

**RECOMMENDED ACTION:**

That Council approves option 3.

**TOWN OF CALMAR  
BYLAW NO. 2023-20**

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

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

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

**Review of Fees and Rate charges**

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

**Schedules**

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

**Rescinding**

3. Bylaw No. 2022 – 22 is hereby rescinded.

**Read a first time this 19<sup>th</sup> day of June 2023.**

**Read a second time this 17<sup>th</sup> day of July 2023.**

**Read a third time and approved this 17<sup>th</sup> day of July 2023.**

\_\_\_\_\_  
Mayor Carnahan

\_\_\_\_\_  
CAO Losier

**Bylaw signed this 17<sup>th</sup> day of July 2023.**

**SCHEDULE "A"**  
**FEE SCHEDULE**

**ADMINISTRATION**

Town Coffee Mugs	\$5.00 + GST
Town Hats	\$15.00 + GST
Town Pins	\$2.50 + GST
Tax Certificates	\$25.00 + GST
Tax Searches	\$25.00 +GST
Tax Notification Filing Fee	\$200.00
Not Sufficient Funds fees	\$35.00
Fax/Photocopying	\$0.25per page/\$1.50 long distance
Chronicle advertising (business card size)	\$25.00 + GST
Chronicle advertising (quarter page ad)	\$50.00 + GST
Chronicle advertising (half page ad)	\$75.00 + GST
Chronicle advertising (full page ad)	\$100.00 +GST
Chronicle advertising shown above request for color fees doubled	
Land Use Bylaw (Photocopy)	\$75.00 + GST
Municipal Development Plan (Photocopy)	\$75.00 + GST
Paper Copy of Utility Bill	\$2.00 + GST (starting March 01/2023)
Lagoon Key Deposit	\$60.00 (refundable)

**FEES**

**FACILITY RENTAL RATES**

**FEES**

1. **BALL DIAMONDS:**

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

2. **PROGRAM CENTRE**

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

3. **SUMMER GETAWAY**

Local resident/Week (5 days)	\$100.00 + GST
Local resident/Full Program	\$760.00 + GST

4. **PUBLIC GROUNDS CAMPING**

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

5. **MIKE KARBONIK ARENA ICE**

Local Youth Hourly	\$125.00 + GST
Out of Town Youth Hourly	\$150.00 + GST
Local Adult Hourly	\$200.00 + GST

Out of Town Adult Hourly \$225.00 + GST

6. DRY ICE/FLOOR

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

**PLANNING & DEVELOPMENT**

**FEES**

(linked to Municipal Government Act and Land Use Bylaw)

1. PLANNING:

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

2. SUBDIVISION:

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

3. DEVELOPMENT AGREEMENT FEES:

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

4. DEVELOPMENT PERMIT:

Notification for discretionary use \$125.00 + GST  
Dwellings (up to 4 dwelling units) \$100.00 per unit+ GST  
Dwelling, Multi-units (5 dwelling units and more) \$500.00+ GST  
New Commercial/New Industrial \$100.00+ GST  
Manufactured Home (mobile home park) \$100.00 + GST + \$500.00 deposit to be refunded when skirted  
Residential additions \$50.00 + GST  
Accessory Buildings – Garages \$50.00 + GST  
Accessory Buildings – sheds \$50.00 + GST  
Accessory Decks (attached or detached) \$50.00 + GST  
Basement Renovations \$50.00 + GST  
Signs permits \$50.00 + GST  
Development Appeal fees \$285.00 + GST  
Home Based Business Development Permit fee \$100.00 + GST plus notification fee when applicable  
Change of use \$50.00 + GST  
Any other development not identified within the table \$50.00 + GST  
Subdivision / Development Appeal (Leduc County Regional Subdivision and Development Appeal Board) \$162.75 (inclusive of GST)

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

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

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



5. BUILDING PERMIT FEES:

**Residential Installations**

New Single Family Dwellings, Additions	\$6.00 per \$1,000 of Project Value**
Relocation of a Building (on crawlspace or basement)	\$0.35 per square foot of main floor
Relocation of a Building (on piles or blocking only)	\$150.00
Garage, Renovation, Basement Development (not at time of new home construction)	\$0.30 per square foot of dev. area, minimum of \$150.00
Minimum Residential Building Permit Fee (Demolition, Solid Fuel, Decks, Sheds, Hot Tubs, Swimming Pools)	\$150.00

**Commercial, Industrial, Institutional**

New, Addition, Renovation	\$6.00 per \$1000 of Project Value
Minimum Building Permit Fee (including Demolition Permits)	\$300.00

**Note:** Project value is based on the actual cost of material and labour verification of cost may be requested prior to permit issuance.

**Note: PERMIT FEES SHALL BE DOUBLED FOR WORK COMMENCING PRIOR TO OBTAINING THE REQUIRED PERMIT**

**Note:** Safety Code Council Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560.00

6. ELECTRICAL PERMIT FEES:

**Residential Installations: New single family dwelling and additions**

<b>Square footage of developed area</b>	<b>Cost of permit + Safety Code Council Levy = Total cost</b>
Up to 1,200 sq. ft	\$150.00 + \$6.00 = \$156.00
1,201 to 1,500 sq. ft	\$175.00 + \$7.00 = \$182.00
1,501-2,000 sq. ft	\$200.00 + \$8.00 = \$208.00
2,001-2,500 sq. ft	\$225.00 + \$9.00 = \$234.00
2501-3,500 sq. ft	\$250.00 + \$10.00 = \$260.00
Over 3,500 sq. ft	Permit fee is \$250.00 plus \$0.10 per sq. ft over 3500 plus SCC Levy

**Note:** Add \$75.00 to homeowner permits over \$500 value excluding Temp Power / UG Service, Permanent Service Connection, Hot Tub / AC and Panel Change or Upgrade.

**Other residential installations**

Basement Development	\$125.00 + \$5.00 = \$130.00
Temporary Power/ Underground Service	\$100.00 + \$4.50 = \$104.50
Permanent Service Connection Only	\$100.00 + \$4.50 = \$104.50
Hot Tub / Air Conditioning Unit	\$80.00 + \$4.50 = \$84.50
Panel Change or Upgrade	\$80.00 + \$4.50 = \$84.50
Garages	\$0.20 per sq. ft. + SCC Levy, minimum fee of \$80.00

**Note:** Add \$75.00 to homeowner permits over \$500 value excluding Temp Power / UG Service, Permanent Service Connection, Hot Tub / AC and Panel Change or Upgrade.

**Commercial, Industrial, Institutional installations**

<b>Installation cost (\$)</b>	<b>Permit Fee</b>	<b>SCC Levy</b>	<b>Total</b>
0-1,000	\$85.00	\$4.50	\$89.50
1,001-1,500	\$95.00	\$4.50	\$99.50
1,501-2,000	\$100.00	\$4.50	\$104.50
2,001-2,500	\$110.00	\$4.50	\$114.50
2,501-3,000	\$120.00	\$4.50	\$124.50
3,001-3,500	\$130.00	\$5.20	\$135.20
3,501-4,000	\$140.00	\$5.60	\$145.60
4,001-4,500	\$150.00	\$6.00	\$156.00
4,501-5,000	\$155.00	\$6.20	\$161.20
5,001-5,500	\$160.00	\$6.40	\$166.40
5,501-6,000	\$165.00	\$6.60	\$171.60
6,001-6,500	\$170.00	\$6.80	\$176.80
6,501-7,000	\$175.00	\$7.00	\$182.00
7,001-7,500	\$180.00	\$7.20	\$187.20
7,501-8,000	\$185.00	\$7.40	\$192.40
8,001-8,500	\$190.00	\$7.60	\$197.60
8,501-9,000	\$195.00	\$7.80	\$202.80
9,001-9,500	\$200.00	\$8.00	\$208.00
9,501-10,000	\$205.00	\$8.20	\$213.20
10,001-10,500	\$210.00	\$8.40	\$218.40
10,501-11,000	\$215.00	\$8.60	\$223.60
11,001-11,500	\$220.00	\$8.80	\$228.80
11,501-12,000	\$225.00	\$9.00	\$234.00
12,001-12,500	\$230.00	\$9.20	\$239.20
12,501-13,000	\$235.00	\$9.40	\$244.40
13,001-13,500	\$240.00	\$9.60	\$249.60
13,501-14,000	\$245.00	\$9.80	\$254.80
14,001-14,500	\$250.00	\$10.00	\$260.00
14,501-15,000	\$255.00	\$10.20	\$265.20
15,001-15,500	\$260.00	\$10.40	\$270.40
15,501-16,000	\$265.00	\$10.60	\$275.60
16,001-16,500	\$270.00	\$10.80	\$280.80
16,501-17,000	\$275.00	\$11.00	\$286.00
17,001-17,500	\$280.00	\$11.20	\$291.20
17,501-18,000	\$285.00	\$11.40	\$296.40
18,001-18,500	\$290.00	\$11.60	\$301.60
18,501-19,000	\$295.00	\$11.80	\$306.80
19,001-19,500	\$300.00	\$12.00	\$312.00
19,501-20,000	\$305.00	\$12.20	\$317.20
20,001-20,500	\$310.00	\$12.40	\$322.40
20,501-21,000	\$315.00	\$12.60	\$327.60
21,001-21,500	\$320.00	\$12.80	\$332.80
21,500-22,000	\$325.00	\$13.00	\$338.00
22,001-22,500	\$330.00	\$13.20	\$343.20
22,501-23,000	\$340.00	\$13.40	\$353.40
23,001-23,500	\$345.00	\$13.60	\$358.60
23,500-24,000	\$350.00	\$13.80	\$363.80
24,001-24,500	\$355.00	\$14.00	\$369.00
24,501-25,000	\$360.00	\$14.20	\$374.20
25,001-25,500	\$365.00	\$14.40	\$379.40
25,501-26,000	\$370.00	\$14.60	\$384.60
26,001-26,500	\$375.00	\$14.80	\$389.80
26,501-27,000	\$380.00	\$15.00	\$395.00
27,001-27,500	\$385.00	\$15.20	\$400.20
27,501-28,000	\$390.00	\$15.40	\$405.40
28,001-28,501	\$395.00	\$14.60	\$410.60

**6. PLUMBING PERMIT FEES:****Residential & Non-Residential Installations**

Number Of Fixtures	Permit Fee	SCC Levy	Total Fee
1	\$80.00	\$4.50	\$84.50
2	\$85.00	\$4.50	\$89.50
3	\$90.00	\$4.50	\$94.50
4	\$95.00	\$4.50	\$99.50
5	\$105.00	\$4.50	\$109.50
6	\$110.00	\$4.50	\$114.50
7	\$115.00	\$4.60	\$119.60
8	\$120.00	\$4.80	\$124.80
9	\$125.00	\$5.00	\$130.00
10	\$130.00	\$5.20	\$135.20
11	\$135.00	\$5.40	\$140.40
12	\$140.00	\$5.60	\$145.60
13	\$150.00	\$6.00	\$156.00
14	\$155.00	\$6.20	\$161.20
15	\$160.00	\$6.40	\$166.40
16	\$165.00	\$6.60	\$171.60
17	\$175.00	\$7.00	\$182.00
18	\$180.00	\$7.20	\$187.20
19	\$185.00	\$7.40	\$192.40
20	\$190.00	\$7.60	\$197.60

Over 20 \$190.00 plus \$5.00 per fixture over 20  
Add \$75.00 to homeowner permits over five (5) fixtures.

SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560. Permit fees shall be doubled for work commencing prior to obtaining the permit.

7. GAS PERMIT FEES:

**Residential Installations**

Number of Outlets	Permit Fee	SCC Levy	Total Fee
1	\$85.00	\$4.50	\$89.50
2	\$95.00	\$4.50	\$99.50
3	\$100.00	\$4.50	\$104.50
4	\$125.00	\$5.00	\$130.00
5	\$135.00	\$5.40	\$140.40
6	\$150.00	\$6.00	\$156.00
7	\$165.00	\$6.60	\$171.60
8	\$180.00	\$7.20	\$187.20
9	\$195.00	\$7.80	\$202.80
10	\$210.00	\$8.40	\$218.40
Over 10	\$210.00 plus \$10.00 per outlet over 10		
Propane Tank Set (does not include connection to appliance)	\$95.00	\$4.50	\$99.50
Temporary Heat	\$95.00	\$4.50	\$99.50

**Commercial, Industrial, Institutional (Contractors Only)**

BTU Input	Permit Fee	SCC Levy	Total Fee
0-50,000	\$85.00	\$4.50	\$89.50
50,001 - 100,000	\$100.00	\$4.50	\$104.50
100,001 - 200,000	\$125.00	\$5.00	\$130.00
200,001 - 300,000	\$150.00	\$6.00	\$156.00
300,001 - 500,000	\$175.00	\$7.00	\$182.00
500,001 - 750,000	\$200.00	\$8.00	\$208.00
750,001 - 1,000,000	\$250.00	\$10.00	\$260.00
1,000,001 - 2,000,000	\$275.00	\$11.00	\$286.00

Add \$5.00 for each 100,000 BTU (or portion of) over 2,000,000 BTU

**Propane Tank Sets (does not include connection to appliance)**

Description of work	Permit Fee	SCC Levy	Total Fee
Tank Set Only	\$95.00	\$4.50	\$99.50
Propane Cylinder Refill Centre	\$275.00	\$11.00	\$286.00

SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560. Permit fees may be charged double for work commencing prior to obtaining the permit

### **ECONOMIC DEVELOPMENT**

(linked to Business License Bylaw)

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

### **PUBLIC WORKS**

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

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

### **WATER**

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

Meter testing Actual cost

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

4. BULK WATER RATES:

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

5. USE OF EXISTING WATER WELL

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

**SINGLE FAMILY, DUPLEXES, AND FOURPLEX DWELLING UNITS:**

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

**COMMERCIAL AND INDUSTRIAL UNITS:**

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

**APARTMENTS, CONDOMINIUMS, AND SENIORS' APARTMENTS:**

Consumption rate for actual water used	\$3.60 per m <sup>3</sup>
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**PUBLIC, INSTITUTIONAL, SCHOOLS:**

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

**CHURCHES, CLUBS, ASSOCIATIONS AND CHARITABLE ORGANIZATIONS:**

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

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

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

**Note:** Cubic meters are expressed as: "m<sup>3</sup>"; and gallons are expressed as: "ga".

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

**REPLACEMENT AND/OR NEW WATER METER**

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

ALL OTHER WATER SERVICES BY AGREEMENT OF COUNCIL.

**WASTEWATER**

**RESIDENTIAL\*:**

Single Family Dwelling Units per billing \$ 64.00

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

**APARTMENTS, CONDOMINIUMS AND SENIORS' APARTMENTS:**

Sewer (based on water consumption volume) \$1.66 per m<sup>3</sup>

**COMMERCIAL & INDUSTRIAL\*\*:**

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

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

**PUBLIC AND INSTITUTIONAL\*:**

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

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

ALL OTHER WASTEWATER SERVICES BY AGREEMENT OF COUNCIL.

**SOLID WASTE AND RECYCLING**

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

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

**ELECTRICAL CAR CHARGER**

**FEES**

Electrical Charger at arena \$15.00/hour + GST

**ANIMALS**

**FEES**

(linked to Hens Bylaw/ Cat and Dog Bylaw)

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

**EMERGENCY SERVICES**

(linked to False Alarm Bylaw / Fire Services Bylaw)

False Alarm (1<sup>st</sup> one in calendar year)  
False Alarm (2<sup>nd</sup> one in same calendar year)  
False Alarm (3<sup>rd</sup> one in same calendar year)  
False Alarm (4<sup>th</sup> one in same calendar year)  
Any additional false alarm in same calendar year

Fire and Rescue Operations on all Flightways/Roadways, provincial and non-provincial which includes but not limited to, motor vehicle, train or aircraft emergencies, including fire suppression, rescue, spill clean-up and/or extrication services.

Fire and Rescue Operations in response to local state of emergencies request from other municipalities for services that do not have mutual aid or service agreements in place with Leduc County

Utility Companies requests for Public Safety/Standby services for emergency resources to provide/monitor/manage perimeter isolation/control zones.

Command Units for all calls

Cellulose Insulation Removal and/or disposal fee - Insurance Company cost recovery only

Providing security and/or fire watch for a fire scene where the insurance adjuster could not be reached to provide security

Fire Services site inspections at the request of the owner/ occupant of the premises

Fire Investigation services, to determine the cause and origin of any fire as per Quality Management Plan

Providing Fire Investigation reports for insurance companies - (1) page summary

**FEES**

no charge  
\$500.00 + GST  
\$1,500.00 + GST  
\$3,000.00 + GST  
\$3,500.00 + GST

As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$615.00/hr/unit + replacement cost of equipment and/or materials used, lost or damaged as a result of the response

As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$615.00/hr/unit

As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$615.00/hr/unit

As per Alberta Infrastructure and Transportation Policy # TCE-DC-501. \$185.00

Actual cost billed to insurance company

\$100.00 per hour + GST

\$80.00 per hour or portion thereof + GST

\$80.00 per hour or portion thereof + GST

\$50.00 per hour + GST

**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	ADCS Bryans
Title:	Bylaw #2023-25 – Municipal Assessor Bylaw
Approved By:	CAO Losier
Agenda Item Number:	7 B

**BACKGROUND/PROPOSAL:**

Section 284.2(1) of the Municipal Government Act states that a municipality must appoint a person having the qualifications set out in the regulations to the position of designated officer to carry out the functions, duties and powers of a municipal assessor.

This appointment must be made by bylaw.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

In discussions with Municipal Affairs for the current assessment audit the Town is going through, it was identified that while Calmar does have a Designated Officers Bylaw, stating our municipal assessor is a classed as a designated officer, we do not have a bylaw appointing the person to that position.

Because this is a legislated required bylaw Administration has drafted Bylaw #2023-25 – Municipal Assessor Bylaw and is presenting it to Council for adoption. This bylaw has already been reviewed by Municipal Affairs and they have confirmed it does meet the requirements as pre the MGA. Once the bylaw is adopted Administration needs to provide MA a copy of the signed bylaw for audit purposes.

**Option 1** – Council pass a motion to give all three readings to Bylaw #2023-25 – Municipal Assessor Bylaw as presented at this meeting.

**Option 2** – Council pass a motion to give all three readings to Bylaw #2023-25 – Municipal Assessor Bylaw as amended at this meeting.





**COSTS/SOURCE OF FUNDING (if applicable)**

n/a

**RECOMMENDED ACTION:**

Council pass a motion to give all three readings to Bylaw #2023-25 – Municipal Assessor Bylaw as presented at this meeting.

# TOWN OF CALMAR

## BYLAW #2023-22

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**BEING A BYLAW OF THE TOWN OF CALMAR, IN THE PROVINCE OF ALBERTA, TO ESTABLISH THE POSITION OF MUNICIPAL ASSESSOR FOR THE TOWN OF CALMAR.**

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**WHEREAS:** Section 285 of the *Municipal Government Act*, Revised Statutes of Alberta 2000 and amendments thereto requires the Town of Calmar to prepare an annual assessment of all properties in the Town of Calmar;

**AND WHEREAS:** Section 210(1) of the *Municipal Government Act*, Revised Statutes of Alberta 2000 and amendments thereto allows that a council may by bylaw establish one or more positions to carry out the powers, duties and functions of a designated officer under this or any other enactment;

**AND WHEREAS:** Section 289(1) of the *Municipal Government Act*, Revised Statutes of Alberta 2000 and amendments thereto requires that assessments for all property in a municipality, other than linear property, must be prepared by the assessor appointed by the municipality;

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

1. **TITLE**

This bylaw shall be cited as the "Municipal Assessor Bylaw" of the Town of Calmar.

2. **DESIGNATED OFFICER TITLE**

2.1. The title for the designated officer appointed by this bylaw shall be "Municipal Assessor".

3. **POWERS AND DUTIES OF THE MUNICIPAL ASSESSOR**

3.1. The Municipal Assessor or their designate shall carry out the terms of this Bylaw.

3.2. The powers and duties of a Municipal Assessor is to:

3.2.1. Carry out all duties and obligations imposed upon a municipal assessor by the Municipal Government Act RSA 2000, Chapter M-26, and amendments thereto.

3.2.2. Carry out all duties and obligations imposed upon a municipal assessor by bylaw or resolution of council or by any other statute, regulation or order of the Province of Alberta either prior to or subsequent to the passing of this bylaw.

3.2.3. Delegate the performance of any duties, powers and obligations of the municipal assessor to such person as the municipal assessor finds appropriate.

4. **APPOINTMENT**

4.1. Under the authority of the Municipal Government Act RSA 2000 M-26 and amendments thereto; Council for the Town of Calmar in the Province of Alberta duly assembled appoints **Warren Powers, AMAA, of Powers & Associates Appraisal Services Inc.** as the Municipal Assessor for the Town of Calmar in the Province of Alberta.

5. **SEVERABILITY**

- 5.1. Each separate provision of this Bylaw shall be deemed independent of all other provisions, and,
- 5.2. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid.

6. **EFFECTIVE DATE AND REPEAL OF EXISTING BYLAWS**

- 6.1. This Bylaw repeals any other previous Municipal Assessor Bylaw upon final passing.
- 6.2. This Bylaw shall come into effect upon third and final reading.

READ a first time this 17<sup>th</sup> day of July 2023

READ a second time this 17<sup>th</sup> day of July 2023

READ a third time this 17<sup>th</sup> day of July 2023.

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Mayor Carnahan

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Chief Administrative Officer Losier

**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-24 – Amendment to Land Use Bylaw
Approved By:	CAO Losier
Agenda Item Number:	7 C

**BACKGROUND/PROPOSAL:**

The owner of the NW 25-49-27-4, Thomas Creek Developments Ltd., has applied to amend the Land Use Bylaw designation on part of their property. The subject site is located in the west part of Calmar, south of Highway 39/50 Avenue and west of the Southbridge neighbourhood.

The requested change involves residential designations which reflect the land use concept of the approved Thomas Creek Area Structure Plan. The Land Use Bylaw amendment application will be in support of a subdivision application for the first phase of development in this area. The subdivision application is expected in the coming weeks.

Bylaw 2023-24 affects lands in the northeast corner of the subject site. Some of the land in this area is presently designated R1B Residential (Small Lot, Single Detached) District and the other area is currently designated R2 (Residential (General) District.

Bylaw 2023-24 proposes to:

- Convert the two residential districts into direct control district;
- Enable smaller building pocket; and
- Provide an opportunity to text various housing products.

Schedule A, attached to Bylaw 2023-24, provides a drawing showing the locations and extents of these changes.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

A public hearing is required prior to considering second and third reading of Bylaw 2022-18. The proposed bylaw will be advertised in accordance with the Municipal Government Act to allow the public an opportunity to comment. Letters will be sent to adjacent landowners and the

proposed bylaw will be circulated to referral agencies for comment. A more detailed report will be provided by Administration at the public hearing.

**Option 1** – Council may request further information from Administration prior to proceeding with first reading of Bylaw 2023-24.

**Option 2** – Council may provide direction to Administration on changes to Bylaw 2023-24 with the amended bylaw coming before Council for first reading at a later date.

**Option 3** – Council may defeat first reading of 2023-24.

**COSTS/SOURCE OF FUNDING (if applicable)**

n/a

**RECOMMENDED ACTION:**

That Council gives first reading to Bylaw 2023-24.

# TOWN OF CALMAR

## BYLAW #2023-24

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**A BYLAW OF THE TOWN OF CALMAR IN THE PROVINCE OF ALBERTA, TO AMEND THE LAND USE BYLAW BEING BYLAW 2017-07.**

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

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

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

- 1) That parts of the lands legally described as the NW 25-49-27-4 be re-designated as follows:
  - a) R1B - Residential (Small lot, Single detached) to DC - Direct Control 04
  - b) R2 – Residential (General) to DC – Direct Control 05
- 2) That parts of the land legally described as the NW 25-49-27-4 be re-designated as shown on the attached Schedule A.
- 3) Section 9, Land Use District Provisions is amended by adding the following sections after 9.18.1 DC-DIRECT CONTROL DISTRICT 03:

### **9.18.4 DC – DIRECT CONTROL DISTRICT 04**

#### 1. General Purpose of District

This district is intended to enable different housing products than a conventional R1B district, allowing Calmar to evaluate the marketability and functionality of the district in a small, controlled environment.

#### 2. Permitted Uses

- a. Permitted and discretionary uses will be as per the R1B district.

#### 3. Development Regulations

All development regulations will be as per the R1B district, with the following exceptions:

- a. Minimum site width in a roadway and lane system:
  - i. For corner site: 10.6 meters (6.1m building pocket, 3.0 meter side yard to the street, 1.5 meter for other side yard). The 1.5 meter may be reduced to 1.2 if construction is adapted as per building codes and Calmar Emergency Responses.
  - ii. All other sites: 9.1 meters (6.1m building pocket, 1.5 meter for each side yard). The 1.5 meter may be reduced to 1.2 if construction is adapted as per building codes and Calmar Emergency Responses.
- b. Minimum required front yard:
  - i. 3.0 meter for single detached dwelling unit with a rear detached garage/parking pad accessible by a lane.
  - ii. 6.0 meter for single detached dwelling unit with a front-attached garage.

**9.18.5 DC – DIRECT CONTROL DISTRICT 05**

1. General Purpose of District

This district is intended to enable different housing products than a conventional R2 district, allowing Calmar to evaluate the marketability and functionality of the district in a small, controlled environment.

2. Permitted Uses

a. Permitted and discretionary uses will be as per the R2 district.

3. Development Regulations

All development regulations will be as per the R2 district, with the following exceptions:

a. For duplex dwellings - Minimum site width in roadway and lane system:

i. For corner site: 7.9 meters (4.9 meters building pocket, 3.0 meters side yard to the street, 0 meter for other side yard).

ii. All other sites: 6.4 meters (4.9 meters building pocket, 1.5 meter for each side yard). The 1.5 may be reduced to 1.2 if construction is adapted as per building codes and Calmar Emergency Responses.

b. Minimum required front yard:

i. 3.0 meter for single detached dwelling unit with a rear detached garage/parking pad accessible by a lane.

ii. 6.0 meter for single detached dwelling unit with a front-attached garage.

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

READ A FIRST TIME THIS 17 DAY OF July 2023.

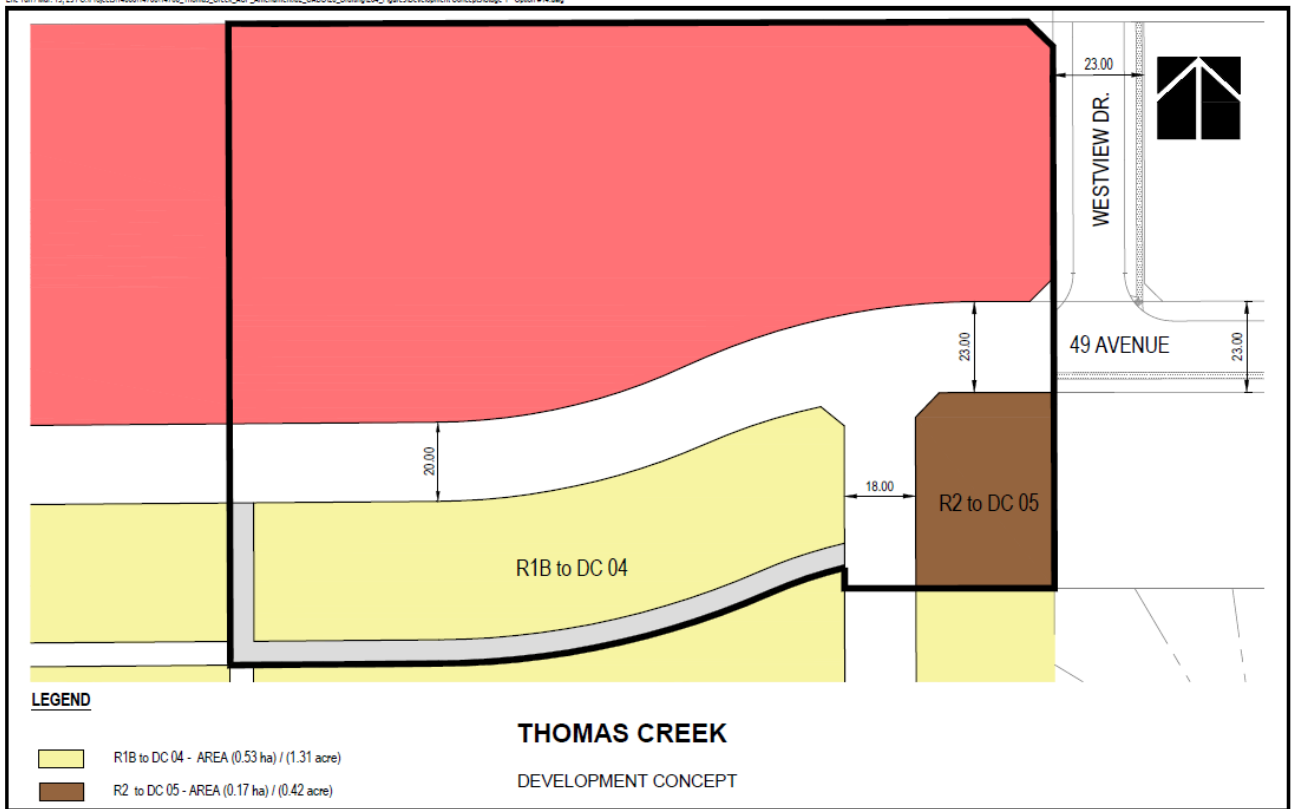
READ A SECOND TIME THIS \_\_\_ DAY OF 2023.

READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_ DAY OF 2023.

\_\_\_\_\_  
MAYOR CARNAHAN

\_\_\_\_\_  
CAO LOSIER

Schedule A – Bylaw 2023-24





**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Bylaw 2023-18 Adopting an Updated IDP
Approved By:	CAO Losier
Agenda Item Number:	7 D

**BACKGROUND/PROPOSAL:**

In 2019, Leduc County and the Town of Calmar developed and approved the Intermunicipal Development Plan (IDP). The intent was to update the document every 4 years to ensure that it would still meet the needs of both communities.

Under the Municipal Government Act, adjacent municipalities must have an IDP unless they are within a growth board. As Calmar is not, we therefore need to have an IDP with Leduc County.

On May 1<sup>st</sup>, Council passed 1<sup>st</sup> reading of a bylaw to adopt an updated IDP. Tonight, we heard a public hearing for both the IDP and the ICF.

To move forward with the updated IDP, Council will need to adopt the proposed bylaw, being bylaw 2023-18.

Proposed Bylaw 2023-18, a bylaw adopting the updated IDP is attached.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

The hearing was advertised in the Devon Dispatch in the June 23<sup>rd</sup> and 30<sup>th</sup> editions as well as on the Town's website. Administration received 1 feedback on the IDP prior to the public hearing held tonight. The feedback came from the Natural Resources Conservation Board. In relation to section 4.3.5 they suggest that we would have clearer language excluding Confine Feeding Operations (CFO) if the intent is to not allow them near Calmar. This was discussed with Leduc County and due to the fact that CFO's are under provincial jurisdiction, Administration would prefer to keep the current language stipulating that CFO would not be supported by the municipalities. Should the province approve a CFO, we would have no other choice but to allow it. The feedback will be kept and discussed with the committee the next time an amendment to the IDP is contemplated.



Leduc County, our partner for the IDP, has adopted the proposed IDP at their June meeting. Pending on the outcome of the hearing, a few options are available to Council.

**Option 1** – Council may pass 2<sup>nd</sup> reading of Bylaw 2023-18.

**Option 2** – Council may pass 2<sup>nd</sup> and 3<sup>rd</sup> reading of Bylaw 2023-18 tonight or at a future meeting.

**Option 3** – Council may defeat Bylaw 2023-18.

It is to be noted that option 3 would require the Town to work with Leduc County to create a new IDP as we must have one. As the County already approved the proposed IDP, doing a new one could be challenging.

**COSTS/SOURCE OF FUNDING (if applicable)**

n/a

**RECOMMENDED ACTION:**

That Council gives second and third reading to Bylaw 2023-18, pending the public hearing feedback.

**TOWN OF CALMAR**

**BYLAW #2023-18**

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**A BYLAW OF THE TOWN OF CALMAR IN THE PROVINCE OF ALBERTA, TO ADOPT LEDUC COUNTY /TOWN OF CALMAR INTERMUNICIPAL DEVELOPMENT PLAN AND REPEAL BYLAW 2019-12.**

---

**WHEREAS**, Section 631(1) of the Municipal Government Act, being Chapter M-26, Revised Statutes of Alberta, 2000, and amendments thereto, authorizes two or more councils to each pass a bylaw to adopt an Intermunicipal Development Plan (IDP).

**AND WHEREAS**, the Council of the Town of Calmar and Leduc County Council wish to enter into an Intermunicipal Development Plan.

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

- 1) This the attached Schedule "A", "Leduc County/Town of Calmar Intermunicipal Development Plan", is hereby adopted.
  
- 2) Bylaw No. 2019-12 is repealed upon this bylaw coming into force.
  
- 3) This Bylaw shall come into full force and effect upon third and final reading thereof.

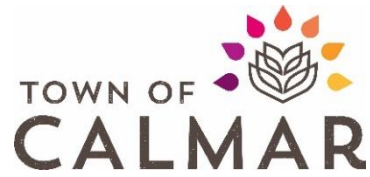
READ A FIRST TIME THIS 01 DAY OF MAY 2023.

READ A SECOND TIME THIS \_\_ DAY OF \_\_\_\_\_ 2023.

READ A THIRD TIME AND FINALLY PASSED THIS \_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR CARNAHAN

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CAO LOSIER



# Intermunicipal Development Plan

Leduc County and the Town of Calmar

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2023





## **Leduc County and Town of Calmar Intermunicipal Development Plan**

Originally Adopted: 2019  
Updated: 2023

Prepared for:

Leduc County and the Town of  
Calmar

Prepared by:

Stantec Consulting Ltd.

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## ACRONYMS

(Referenced within the document)

<b>AEP</b> - Alberta Environment and Parks	<b>ISC</b> – Intermunicipal Steering Committee
<b>AER</b> - Alberta Energy Regulator	<b>IDPC</b> - Intermunicipal Development Plan Committee
<b>AOPA</b> - Agricultural Operations Practices Act	<b>LUB</b> - Land Use Bylaw
<b>ASP</b> - Area Structure Plan	<b>LUF</b> - Land Use Framework
<b>CFO</b> - Confined Feeding Operations	<b>MDP</b> - Municipal Development Plan
<b>ER</b> - Environmental Reserve	<b>MGA</b> - Municipal Government Act
<b>ERE</b> - Environmental Reserve Easement	
<b>ESA</b> - Environmentally Significant Areas	<b>MR</b> - Municipal Reserve
<b>ICF</b> - Intermunicipal Collaboration Framework	<b>NRCB</b> - Natural Resources Conservation Board
<b>IDP</b> - Intermunicipal Development Plan	<b>PLA</b> - Public Lands Act.

## INTRODUCTION

### 1.0 INTRODUCTION

#### 1.1 HISTORY

##### **Town of Calmar**

Located 11.2 km west of the City of Leduc on Highway 39, the Town Calmar has a rich history. Initially settled by Swedish settlers in the 1890s the local post office was named “Kalmar” (now Calmar) after settler Carl John Blomquist’s Swedish home. The Swedes were followed by Ukrainian, German and other European and American settlers who were all attracted to the favourable agricultural soils in the area. The extension of the Lacombe – Leduc Railway through the community contributed to the growth of the Town which serves as a local service centre for the surrounding area <sup>1</sup>. The 2016 Federal Census Profile Table identified Calmar’s population to be 2,228. The 2021 Federal Census Table indicates the population is 2,183.

##### **Leduc County**

Located south of the City of Edmonton, Leduc County has always been an important transportation and distribution hub. Agriculture has always been important to Leduc County’s success having some of the best agricultural soils in the province. This attracted homesteaders from Europe to locate in the region at the turn of the 20<sup>th</sup> century. Since 1947 and the discovery of oil at Leduc No. 1, oil and gas development has been a significant economic driver within the County and has supported the development of significant oil and gas servicing and industrial businesses. The County is also home to the Edmonton International Airport and strategic road and rail transportation corridors. The County was home to 13,780 people according to the 2016 Federal Census Profile Table. The County is now home to 14,416 people according to the 2021 Federal Census Profile Table.

#### 1.2 PURPOSE OF PLAN

This Intermunicipal Development Plan (IDP) is a cooperative planning initiative between the Town of Calmar (Town) and Leduc County (County) that will ensure that land use decisions within the IDP plan area are thoughtfully considered and support the long-term interests of both municipalities. The IDP also provides land use and development certainty for land owners within the IDP Boundary (refer to **Map 1 – IDP Boundary**).

This IDP provides high level policy direction that ensures development and growth are undertaken in a sustainable and responsible manner for the lands adjacent to the boundary of the Town within the County. This plan will provide the Town and the County with a comprehensive, mutually beneficial land use plan for long term growth and development while reducing the potential for conflict between the two municipalities. Growth projections that informed the 2019 IDP identified that there is enough land within the Town boundaries for all growth projected until 2038. However, development within the IDP Boundary must ensure that any

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<sup>1</sup> County of Leduc No.25, 1991, *Leduc County History Book*



## INTRODUCTION

long-term future expansion of the Town into this area, is not compromised by incompatible development decisions approved in the meantime.

### Future Growth Requirements

To determine the future land use needs of the Town, population growth and subsequent land use consumption calculations for residential, commercial, and industrial lands were undertaken. The Town and County agreed to a future growth rate of 2.75% for the Town based upon historic Statistics Canada census data. Based upon this growth rate the population forecast for the Town would be 4,047 by 2038, which is the timeframe of this IDP.

At the time that this IDP was prepared, the Town had the following lands either zoned and undeveloped or designated as urban reserve:

#### **Gross Available Land Within Existing Town Boundaries 2018**

Residential = 91 gross ha (225 ac)

Commercial = 6 gross ha (15 ac)

Industrial = 63 gross ha (156 ac)

Urban Reserve = 103 gross ha (255 ac)

Total = **263 gross ha** (650 ac) of zoned but undeveloped or urban reserve lands.

As a result of this high level growth analysis it was anticipated that approximately 80 ha of gross land within the Town's boundaries would be required for future development until 2038. This would mean that beyond 2038 the Town would have approximately 183 ha of gross land available for future development. For the purposes of this Plan it was therefore determined in 2019 that the Town has sufficient land within its current boundaries to support anticipated growth for the next 20 years.

Since the IDP was adopted, the Town has been working with owners and the Province of Alberta to better define the impact of the abandoned wells and potential soil contamination. More work is needed to have a better understanding of the impacts. . If technical evaluations from qualified experts demonstrate that there is a need to revisit future growth requirements, the provisions within this Plan will allow for amendments to this IDP.

## 1.3 LEGISLATIVE AUTHORITY

This IDP has been prepared under the legislative authority prescribed in Section 631 of the Municipal Government Act (MGA) (as amended). The MGA requires that municipalities which share a common boundary that are not members of a growth management board must, by each passing a Bylaw, adopt an IDP to include those areas of land lying within the boundaries of the municipalities as they consider necessary. The content of an IDP is detailed as follows:

Section 631 of the MGA states that an IDP:

- a) Must address:
  - i. the future land use within the area,
  - ii. the manner of and the proposals for future development in the area,

## INTRODUCTION

- iii. the provision of transportation systems for the area either generally or specifically,
  - iv. the co-ordination of intermunicipal programs relating to the physical, social, and economic development of the area,
  - v. environmental matters within the area, either generally or specifically, and
  - vi. any other matter relating to the physical, social, or economic development of the area that the councils consider necessary.
- b) Must include:
- i. a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,
  - ii. a procedure to be used, by one or more municipalities, to amend or repeal the plan, and
  - iii. provisions relating to the administration of the plan.

## 1.4 INTERMUNICIPAL COLLABORATION FRAMEWORK COMPLIANCE

The MGA Section 708.28(1) requires that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework (ICF) with each other unless they are members of the same growth management board. Section 708.29 details the content requirements of an ICF.

## 1.5 ROLE OF THE IDP AND THE HIERARCHY OF PLANNING DOCUMENTS

All municipal planning documents must comply with the requirements and regulations detailed in the MGA. The MGA also stipulates the requirements and authority of the hierarchy of planning documents that guide municipal planning and development in Alberta (refer to **Figure 1 - Hierarchy of Land Use Plans**). These documents provide a framework for land use and development decisions for all municipalities within the province.

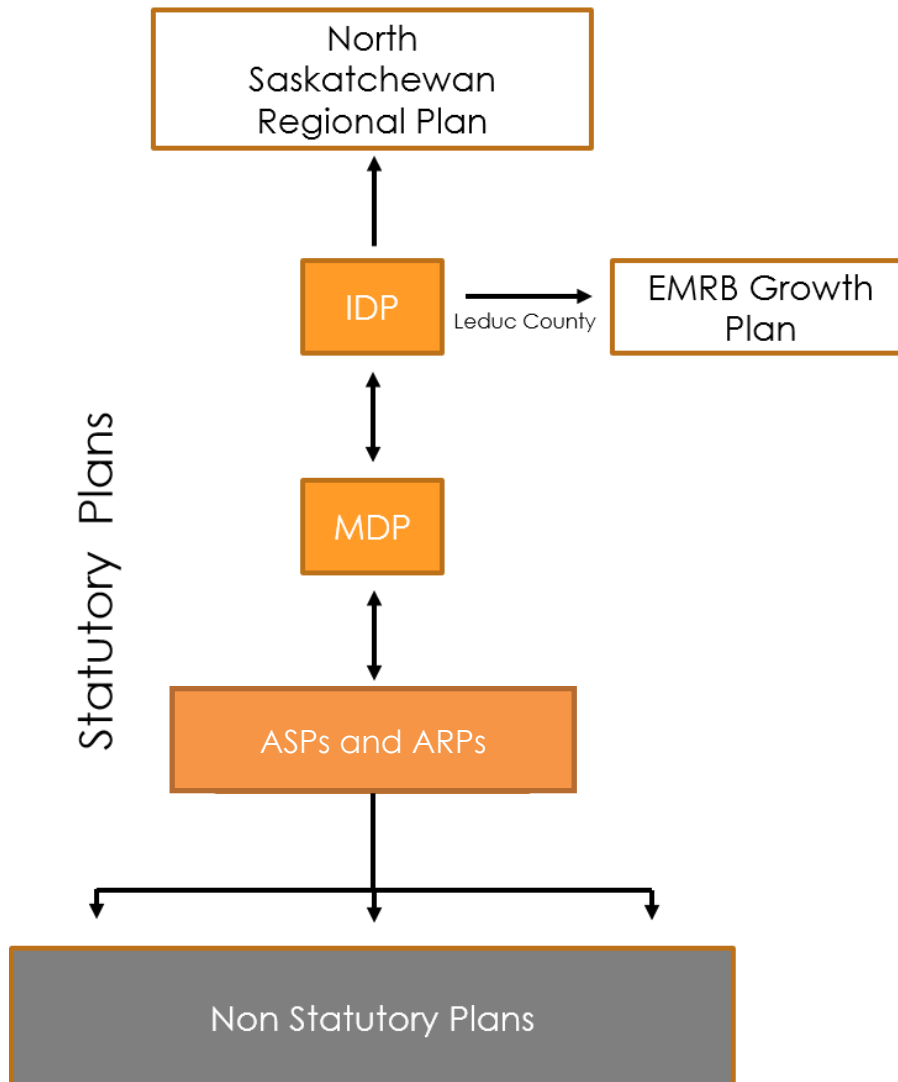
The IDP, being prepared cooperatively and adopted by Bylaw by each of the participating municipalities, is a high level statutory land use planning document. Municipal Development Plans (MDPs) and Area Structure Plans (ASPs) provide more detailed and specific policy guidance for decisions on land use and development within their respective municipality. This IDP provides high level policy direction but defers to the more detailed statutory plans and policies where those exist. The IDP incorporates policies for coordinating development adjacent to the boundaries between the two municipalities.

The IDP, MDP, and ASPs must be consistent with one another, and all must be consistent with the corresponding Regional Plan. The policy direction outlined in these statutory plans informs the regulations and rules regarding appropriate land uses, and subdivision and development

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criteria detailed in the Land Use Bylaw (LUB) of each municipality. As well as non-statutory plans such as Outline Plans, Conceptual Schemes, Master Plans, and guidelines.

A fundamental component of this IDP is the establishment of development referral and communication protocols to ensure that land use decisions undertaken by either municipality are consistent with the agreed upon policy direction of this IDP for lands within the identified IDP boundary.



**Figure 1 - Hierarchy of Land Use Plans**

## PLANNING PROCESS

### 2.0 PLANNING PROCESS

Members from both Town of Calmar and Leduc County Councils and administrations collaboratively oversaw the development of the IDP.

#### 2.1 INTERMUNICIPAL STEERING COMMITTEE

The Intermunicipal Steering Committee (ISC) was comprised of elected officials from each municipality, supported by administrative staff.

The ISC reviewed the progress of the IDP's preparation and ensured there was agreement on how development within the IDP Boundary should be managed. This was done to ensure development would not cause conflict with adjacent uses. The ISC provided guidance and direction as well as valuable insight into the development of the IDP. In the 2023 update, the Intermunicipal Steering Committee played a similar role.

#### 2.2 PUBLIC INVOLVEMENT

The IDP planning process included consultation and engagement opportunities with the community at large. Public support for the IDP is essential to its long-term success.

**Engagement Event # 1:** Introduce the ICF and Identify Opportunities/Constraints – September 25, 2018

Approximately 53 people attended the public open house which was held September 25, 2018 at the Town of Calmar Program Centre (Community Hall). The purpose of the meeting was to introduce the project and get public feedback on the development constraints and opportunities that were identified, as well as identify any issues or concerns relating to the development of the IDP.

**Engagement Event #2:** Presenting the Draft Plan – March 12, 2019

This Open House gave participants an opportunity to review and comment on the Draft IDP policies. 25 people signed into the meeting at the Town of Calmar Program Centre.

#### **2023 Update:**

The update to the IDP in 2023 is largely housekeeping in nature and therefore consultation was less extensive.

## PLANNING PROCESS

### Statutory Public Hearing:

As required by the MGA, a Statutory Public Hearing must be held prior to 3rd reading of the bylaw to amend or adopt the IDP by both municipal councils. The Public Hearing provides stakeholders and the public the opportunity to comment on the adoption of or amendment to the IDP prior to the vote by the municipal councils to adopt the bylaw.

## 2.3 BASIS OF THE PLAN

This IDP represents an agreement between the County and the Town that the planning of the area around the Town within the identified IDP Boundary must be coordinated. The coordination is necessitated by:

1. Town growth, to ensure compatibility of future uses of adjacent lands in the County.
2. Physical features and constraints, which will affect development within both municipalities and which require a common approach to ensure continuity or compatibility.
3. The need to avoid conflicts between existing and future land uses and to ensure efficiency and logical development of roads and municipal utility systems.
4. The protection of agricultural land from premature fragmentation and incompatible development.

## 2.4 PLAN BOUNDARY

The area influenced by this IDP is shown on **Map 1 - IDP Boundary**.

## 2.5 IDP PRINCIPLES

The IDP was prepared acknowledging the following principles:

1. Maintain positive and mutually beneficial relationship between municipalities.
2. Reduce potential conflicts and encourage dialogue to understand the needs, desires, and aspirations of both municipalities.
3. Support mutually beneficial coordination and delivery of infrastructure and services that provide economic development and growth for the two municipalities.
4. Confirm and support the continued future growth of the Town.
5. Promote and safeguard rural land uses and agriculture by maintaining areas for their continued use.

## 2.6 IDP OBJECTIVES

The objectives of the IDP are to:

1. Accommodate urban growth and rural development within the IDP Boundary in a manner which is mutually acceptable, orderly, and efficient.
2. Coordinate intermunicipal service provision where appropriate.
3. Provide development opportunities that would attract investment and create employment of benefit to both municipalities.

## CONSTRAINTS

4. Protect the natural environment and ensure that its resources are used in a sensitive manner.
5. Respect required development setbacks from pipelines and well sites.
6. Affirm a mutual consultative approach with respect to implementation and administration of the IDP.

## 2.7 INTERPRETATION

The IDP policies contain “shall”, “must”, “will”, “should” and “may” statements.

- **“Shall”, “must”, “will”** mean, within the context of policy, the action is mandatory and must be followed.
- **“Should”** means, within the context of policy, a directive term that indicates a preferred outcome or course of action but one that is not mandatory.
- **“May”** policies indicate that the approving authority determines the level of compliance that is required.
- This document is structured so that the policies are numbered and reflect the sections they relate to. Policy must be implemented as directed. Only an amendment to the IDP as outlined in **Section 5.5** can change the interpretation of a policy from “shall” to “should” or “may”. The interpretive clauses within explanatory statements have the same intent as those stated in policies.
- Maps within this IDP are conceptual and should not be used to determine precise locations or boundaries. Additional studies and surveys will be required to do so.

## 3.0 CONSTRAINTS

When looking at the potential growth areas for IDP area, there are several development constraints that must be considered:

- While highways provide important transportation corridors, they present connectivity and development challenges.
- Oil and gas facilities, pipelines and power and communication rights-of-way must feature in development considerations.
- There might also be limitations to development resulting from industrial contamination.
- Natural areas and wetlands can limit development.
- Existing uses may have setbacks that have been grandfathered but would not currently be considered appropriate proximate to an urban area or other uses.
- Uses which emit smoke, odour, noise, or light pollution may be considered incompatible adjacent to an urban area.
- Highly productive agricultural lands must be protected from premature development and fragmentation.

Where there are challenges, there are also opportunities. The following subsections outline the natural and man-made constraints which influence and impact where development can occur. Many of the natural constraints are identified on **Map 2 –**

## CONSTRAINTS

**Environmental Features and Constraints** and man-made constraints are identified on **Map 3 - Existing Wells, Pipelines, and Facilities**.

### 3.1 WATERBODIES AND WETLANDS

Conjuring Creek, and its unnamed tributaries, in the west portion of the IDP area are within the Strawberry Subwatershed<sup>2</sup> and the North Saskatchewan River Basin<sup>3</sup>. Conjuring Creek is a Class C waterbody with a restricted activity period of April 16<sup>th</sup> to June 30<sup>th</sup><sup>4</sup>. The Integrated Watershed Management Plan for the North Saskatchewan River in Alberta provides long-term management strategies for water resources in the area.

There are fens and marshes scattered throughout the IDP area classified as D-value wetlands<sup>5</sup>. There is small open waterbody in the northwest portion<sup>6</sup> (**Map 2 – Environmental Features and Constraints**).

### 3.2 ENVIRONMENTALLY SIGNIFICANT AREAS

Environmentally Significant Areas (ESAs) may contain rare or unique elements that may require special management consideration due to their conservation needs. Provincially designated ESA scores have been assigned to each quarter section and locally designated ESAs have been assigned to specific ecological features based on 4 criteria: areas with focal species, species groups or their habitats; areas with rare, unique or focal habitat or geology; areas with ecological integrity; and areas that contribute to water quality and quantity. There are no provincially designated ESAs within the IDP area<sup>7</sup>, however, locally designated Conjuring Creek Area ESAs 58, 63 and 64 occur in the west portion of the IDP area<sup>8</sup> see **Map 2 – Environmental Features and Constraints**. These ESAs generally occur around Conjuring Creek and its unnamed tributaries.

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<sup>2</sup> Alberta Environment and Parks. Hydrologic Unit Code 8 Name and Number Label (ID: 2) (Geospatial data). Accessed September 2018 at: <http://aep.alberta.ca/forms-maps-services/maps/resource-data-product-catalogue/hydrological.aspx>.

<sup>3</sup> Alberta Environment and Parks. 2015. Hydrological Unit Code – Watersheds of Alberta Index Map. Accessed September 2018 at: <http://aep.alberta.ca/forms-maps-services/maps/resource-data-product-catalogue/hydrological.aspx>.

<sup>4</sup> Alberta Environment and Parks (AEP). 2006. Code of Practice: Red Deer Area Management Map. Accessed September 2018 at: <http://aep.alberta.ca/water/legislation-guidelines/codes-of-practice-pipelines-telecommunications-lines-crossing-a-water-body-water-course-crossings.aspx>.

<sup>5</sup> Alberta Environment and Parks. 2015. *Alberta Wetland Rapid Evaluation Tool - Estimate of Relative Wetland Value By Section*. Accessed September 2018 at: <http://aep.alberta.ca/forms-maps-services/maps/resource-data-product-catalogue/biophysical.aspx>.

<sup>6</sup> Alberta Environment and Parks. 2016. Alberta Merged Wetland Inventory. Accessed September 2018 at: <http://aep.alberta.ca/forms-maps-services/maps/resource-data-product-catalogue/biophysical.aspx>.

<sup>7</sup> Fiera Biological Consulting Ltd. (Fiera). 2014. Environmentally Significant Areas in Alberta: 2014 Update. Accessed September 2018 at: <https://www.albertaparks.ca/media/5425575/2014-esa-final-report-april-2014.pdf>.

<sup>8</sup> Fiera Biological Consulting Ltd. 2015. Leduc County Environmentally Significant Areas Study. Prepared for Leduc County (Report # 1358).

## POLICIES

### 3.3 HISTORICAL RESOURCES

Historical resources are defined and protected under the *Historical Resources Act*. The Listing of Historic Resources<sup>9</sup> does not list any previously recorded historical resources within the IDP area. However, the listing is updated twice per year and future development plans should be submitted to Alberta Culture and Tourism for approval prior to construction. (**Map 2 – Environmental Features and Constraints**).

### 3.4 PIPELINES WELL SITES AND FACILITIES

Oil and gas activities adjacent and/or within the IDP Boundary include existing and former oil and gas well sites, associated facilities, and pipelines depicted **Map 3 – Existing Wells, Pipelines and Facilities**.

## 4.0 POLICIES

The IDP provides for high-level policy direction and sound land use planning. The IDP will ensure that required buffers from sensitive areas, oil and gas facilities, and sewage lagoons areas are maintained. The IDP provides a mechanism for the County and the Town to work collaboratively and cooperatively on areas of mutual interest, important to both municipalities within the IDP Boundary.

### 4.1 GENERAL POLICIES

- 4.1.1 Future development shall be planned in accordance with the land uses illustrated on **Map 4 – Land Use Concept**.
- 4.1.1 Both municipalities shall provide a variety of development and economic opportunities within their jurisdictions which maintain the character of their respective communities.
- 4.1.2 Leduc County and the Town of Calmar must ensure that all natural resource extraction activities comply with the regulations respecting sour gas, and legislated setbacks from oil and gas facilities and pipelines.
- 4.1.3 Leduc County and the Town of Calmar must ensure developments will comply with the requirements of the Alberta Environment Wetland Policies and the Public Lands Act (PLA).
- 4.1.4 Future development shall be referred to the Alberta Energy Regulator (AER) where required by provincial legislation to mitigate any potential adverse impacts of the oil and gas industry on public safety.

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<sup>9</sup> Alberta Culture and Tourism. 2016. Listing of Historic Resources. Accessed September 2018 at: <https://www.alberta.ca/historic-resource-impact-assessment.aspx/>.



## POLICIES

- 4.1.5 Essential public uses and private utility services shall be allowed throughout the IDP Boundary to provide the desired level of service to the IDP area. The preparation of an ASP or concept plan is not required for essential public uses and private utility services.

### 4.2 EXISTING USES

The adoption of the Leduc County - Town of Calmar IDP does not change the current Land Use Bylaw designation (zoning) of the lands within the IDP Boundary.

- 4.2.1 Plan area landowners within Leduc County shall continue to use their lands as currently designated and approved by the Leduc County Land Use Bylaw.
- 4.2.2 Plan area landowners within the Town of Calmar shall continue to use their lands as currently designated and approved by the Town of Calmar Land Use Bylaw.

### 4.3 LAND USE POLICIES

**Map 4 – Land Use Concept**, will act as a guide for determining future land use patterns within the IDP Boundary. An important consideration is to ensure that any future development within the IDP Boundary does not constrain or conflict with the future growth needs of the Town of Calmar and that agricultural uses and activities are safeguarded from premature development. Conversion of agricultural land to non-agricultural uses must be considered carefully to assess the benefit of the proposed use in relation to the loss of agricultural land.

- 4.3.1 Development and subdivision on County lands located within the IDP Boundary shall only be considered if consistent with the land use districts identified on Map 4 – Land Use Concept and the associated regulations with the Leduc County Land Use Bylaw. No other uses will be considered.
- 4.3.2 All discretionary use applications within the IDP Boundary must be referred to the Town of Calmar and all discretionary use applications adjacent to Leduc County within the Town must be referred to Leduc County for comment.
- 4.3.3 Premature development of existing agricultural land within either municipality should be avoided and such land should continue to be used for agricultural purposes until such time as it can be demonstrated that the land is needed for other purposes.
- 4.3.4 In making decisions on development issues within the IDP Boundary, both municipalities shall:
- a) respect the right of agricultural operators to pursue normal activities associated with extensive agriculture without interference or restriction based on their impact on adjacent uses.
  - b) consider the long-term impact that development may have on future urban annexation and development.
- 4.3.5 The development of new Confined Feeding Operations (CFOs) within 1.6 kilometres (1 mile), of the boundary of the Town of

## POLICIES

Calmar will not be supported by the County to the Natural Resources Conservation Board (NRCB) under the *Agricultural Operations Practices Act* (AOPA).

### **4.4 ENVIRONMENT**

The lands within the IDP Boundary contain many important environmental features, wetlands and drainage courses in addition to essential wildlife, bird and fish habitat. As the region grows, preserving environmental qualities, and enhancing opportunities for outdoor recreation and nature appreciation should be considered important for maintaining and enhancing a high quality of life for area residents.

- 4.4.1 Both the County and the Town will jointly collaborate to support development of recreation facilities, trails and sites of mutual benefit to both municipalities within the IDP Boundary.
- 4.4.2 Where development is proposed near natural features, the approving municipality, at their sole discretion, shall require an environmental assessment to be conducted by a qualified professional to determine how the features can be preserved and incorporated as part of the development, ensuring that any development impacts are mitigated.
- 4.4.3 No incompatible development shall be permitted on unstable slopes or within areas that may be prone to flooding, and adjacent to wetlands and other water bodies. Development setbacks will be in accordance with Environmental and Municipal Reserve requirements of the governing municipality.
- 4.4.4 The approving authority of the governing municipality may require the development proponent to supply recommendations, prepared by a qualified professional, regarding establishment of appropriate development setbacks and/or other required mitigation measures.
- 4.4.5 As a condition of subdivision approval, Environmental Reserve, or an Environmental Reserve Easement, from the high water mark of waterbodies and/or the top of bank of watercourses to the lot line shall be in accordance with the requirements of the governing municipality.
- 4.4.6 Notwithstanding Policy 4.4.5, the Subdivision Authority may require a greater setback based on the recommendations of a geotechnical study undertaken by a qualified professional.

### **4.5 ECONOMIC DEVELOPMENT AND TOURISM**

Both the County and the Town recognize the importance of working together to attract more residents and to diversify the economy in order to increase employment and business opportunities in the region. Coordinated efforts by both municipalities should continue to be undertaken to promote and highlight the region's agricultural, tourism and recreational strengths, historical and cultural assets and local business successes.

## POLICIES

- 4.5.1 Collaboration between the two municipalities should be supported and encouraged through joint marketing and business development/attraction initiatives.
- 4.5.2 The two municipalities will collaborate to explore areas of mutual interest where joint economic agreements may be considered if such development is determined to be of mutual benefit to both municipalities.

### **4.6 UTILITY SERVICING**

It is acknowledged by both the Town and the County that development and upgrading of major servicing infrastructure in one municipality may have implications on services in the other.

- 4.6.1 Notice of major servicing infrastructure proposed by one municipality shall be provided to the other municipality, to allow for collaboration and coordinated planning.
- 4.6.2 Lands required for future utility rights-of way which have been identified through the mutual agreement of the Town and the County or in subsequent studies shall be protected as subdivision and development occurs.
- 4.6.3 The extension of the Town's municipal sanitary sewer and water services into the County should be considered by the Town and the County where logical extension of the services is practical.
- 4.6.4 When the Town's municipal services are extended into the County, benefiting developments shall be required to pay development levies or equivalent contributions toward the cost of these extensions so that the cost of these extensions does not directly impact existing residents of the Town or the County.
- 4.6.5 Best practices for storm water management shall be employed for all development in the IDP Boundary. Storm water run off release rates from developments shall be managed in accordance with Alberta Environment and Parks requirements.
- 4.6.6 The County and the Town, whichever has jurisdiction, shall endeavor to protect drainage courses, man-made and natural, critical to the overall management of stormwater within the IDP Boundary.

### **4.7 ROADS AND TRANSPORTATION**

Both the County and the Town acknowledge that development in one municipality may have implications on road infrastructure and requirements for road upgrading in the other municipality.

- 4.7.1 Notice of any major transportation infrastructure proposed by one municipality shall be provided to the other municipality to allow for collaboration and coordinated planning where both municipalities may be impacted.
- 4.7.2 Where it is determined that development in one municipality has an undue impact on the transportation network in the other municipality, the municipalities should work

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together to develop cost-sharing agreements to provide for shared upgrades to the transportation network.

- 4.7.3 As subdivision occurs, road right-of-way shall be protected and shall be as set out in the applicable Town or County design standards.
- 4.7.4 All development proposals adjacent to provincial highways must conform to Alberta Transportation policies and access management guidelines. Traffic Impact Assessments may be required as part of more detailed planning.

## 5.0 IMPLEMENTATION/ADMINISTRATION

### 5.1 APPROVING AUTHORITIES

- 5.1.1 In the hierarchy of statutory documents, the IDP shall take precedence over other municipal statutory plans, non-statutory plans, and documents within the boundary of the IDP area except where the IDP defers to the more detailed, adopted plan.
- 5.1.2 The Town shall be responsible for the administration and decisions on all statutory plans, non-statutory plans, land use bylaw redesignation and amendments thereto, and subdivision and development applications falling within the boundaries of the Town.
- 5.1.3 The County shall be responsible for the administration and decisions on all statutory plans, non-statutory plans, land use bylaw redesignation and amendments thereto, and subdivision and development applications falling within the boundaries of the County.

### 5.2 INTERMUNICIPAL DEVELOPMENT PLAN COMMITTEE (IDPC)

The Intermunicipal Development Plan Committee (IDPC) shall be established for the purposes of the implementation and on-going review and monitoring of this IDP and to consider disputes raised under Section 5.4.

- 5.2.1 The IDPC shall:
  - a) Be comprised of an equal number of members from each municipal Council up to a maximum of 3 from each municipality.
    - i. Convene a meeting when required to discuss/review applications which are subject to objections raised during the staff review process outlined in Section 5.4.
    - ii. Convene a meeting to discuss a relevant IDP issue at the request of either municipality.

### 5.3 REFERRALS

**Map 5 - Referral Area**, identifies the IDP referral area, reflecting where development in one municipality may impact the other municipality. Unless specific IDP policies are in place as

## IMPLEMENTATION/ADMINISTRATION

identified in this document, development in the referral area shall be guided by the respective municipality's adopted statutory plans (MDPs and ASPs) and their Land Use Bylaw.

Each municipality is required to notify and refer applications to the other regarding matters that are described below. The Notification Area includes all lands located within the Town and all County lands within the IDP Boundary.

5.3.1 Within the IDP referral Boundary identified on **Map 5 – Referral Area**, the two municipalities shall refer the following:

- a) Municipal Development Plans, Area Structure Plans, and amendments thereto
- b) Non-statutory Plans (i.e. outline plans), and amendments thereto
- c) Applications for land use redesignation and subdivision
- d) Development Permit applications for:
  - i. Discretionary uses listed under the Leduc County Agricultural - AG Land Use Bylaw district
  - ii. Discretionary uses listed under the relevant Town of Calmar Land Use Bylaw district that are located adjacent to Leduc County
  - iii. Natural resource extraction
  - iv.
  - v. Landfills

5.3.2 Notwithstanding 5.3.1 above, any development that creates off-site impacts that may affect the adjacent municipality should be referred to the adjacent municipality.

5.3.3 Subject to written intermunicipal agreement, items may be added to or deleted from the referral list without the need for an amendment to this IDP.

5.3.4 The referral period for 5.3.1 a, b, and c shall be 21 consecutive days. The referral period for 5.3.1 d shall be 14 consecutive days. For any referral made above, if no response to the referral is received within the referral period, it will be assumed that there are no objections to the proposal.

## 5.4 DISPUTE RESOLUTION MECHANISM

The Town and the County agree that it is important to avoid any dispute by ensuring that the principles, objectives, and policies of the IDP are followed. If there are any disagreements as to the interpretation and application of the policies of this IDP, the municipalities shall seek the timely resolution of the disagreement in a manner which is respectful of each municipality's interests and concerns.

In the event that the dispute resolution process is initiated, the governing municipality shall not grant approval to the application or amendment in any way until the disagreement has been resolved or the Land and Property Rights Tribunal process has concluded.

The implementation of an intermunicipal dispute resolution mechanism is a requirement of all IDPs pursuant to the MGA. To satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute or disagreement resolution process consisting of five stages has been established.

## IMPLEMENTATION/ADMINISTRATION

If there is a disagreement regarding matters outlined in the IDP they shall be addressed and resolved at any of the stages of the dispute resolution process outlined as follows.

### **STAGE 1 – Municipal Administrative Communication**

1. Upon written notice of dispute being received, Administration from the two municipalities shall meet and attempt to resolve the issue/concern. If no resolution can be agreed upon within 30 calendar days, the issue shall be advanced to the Chief Administrative Officers.

### **STAGE 2 – Chief Administrative Officer (CAO) Review**

1. The CAOs from each municipality shall consider the issues and attempt to resolve the disagreement.
2. Should the CAOs be unable to resolve the disagreement within 30 calendar days, the matter shall be forwarded to the Intermunicipal Development Plan Committee.

### **STAGE 3 – Intermunicipal Development Plan Committee (IDPC) Review**

1. If the disagreement is moved forward to the IDPC a meeting of the IDPC, consisting of an equal number of members from each municipal Council to a maximum of three from each, shall be set within 21 days from the time of referral from the CAO review.
2. After careful consideration of the facts and points of view, the IDPC may:
  - a) request additional information to assist in its deliberations;
  - b) if possible, agree on a consensus position of the IDPC in support of or in opposition to the proposal, to be presented to both municipal Councils; or
  - c) conclude that no consensus can be reached at the IDPC level.
3. The IDPC has 30 calendar days to reach a resolution, with the option to extend that time period by consensus agreement of the IDPC.
4. If agreed to, a facilitator may be employed to help the IDPC work toward a consensus position. If consensus cannot be reached a mediation process shall be employed as a means of resolving the matter.

### **STAGE 4 – Mediation Process**

1. Prior to the initiation of the mediation process, the municipalities shall:
  - a) appoint an equal number of representatives to participate in the mediation process;
  - b) engage a mediator agreed to by the municipalities at equal cost to each municipality; and
  - c) approve a mediation process and schedule.

At the conclusion of the mediation process, the mediator will submit a report to both Councils for consideration. The mediator's report and recommendations are not binding on the municipalities and would be subject to the approval of both Councils.

If both Councils agree to the mediation report recommendation, then the applicant municipality would take the appropriate actions to address the disputed matter.

## IMPLEMENTATION/ADMINISTRATION

### STAGE 5 – Appeal to the Land and Property Rights Tribunal

1. In the event that mediation proves unsuccessful, the affected municipality may appeal the matter to the Land and Property Rights Tribunal for resolution in accordance with the Municipal Government Act. An appeal to the Land and Property Rights Tribunal is limited to those issues identified within the Municipal Government Act.

### 5.5 AMENDING THE IDP

- 5.5.1 Any proposed amendments to the IDP will be reviewed by the IDPC which will prepare a recommendation for presentation and approval by both municipal councils.
- 5.5.2 Any amendment to this IDP must receive support from both municipalities following the statutory public hearing(s) held per the requirements of the MGA. No amendment shall come into force until after both municipalities have given their IDP amendment bylaws third reading. Any disagreement by either municipality regarding the amendment would trigger the dispute resolution process outlined in Section 5.4.
- 5.5.3 Amendments can be initiated by either municipality or by applicants and landowners within the IDP Boundary. If applicant or landowner initiated, the amendment request shall be made to the municipality in which the subject land is located.

### 5.6 IDP REVIEW

- 5.6.1 Regular review of the IDP should occur every 4 years to ensure that the principles and policies remain current, but may be reviewed sooner if requested by one of the municipalities in writing.
- 5.6.2 It is recommended that the corresponding ICF be reviewed at the same time during the same 4 year interval. The ICF may also be reviewed sooner if requested by one of the municipalities in writing.

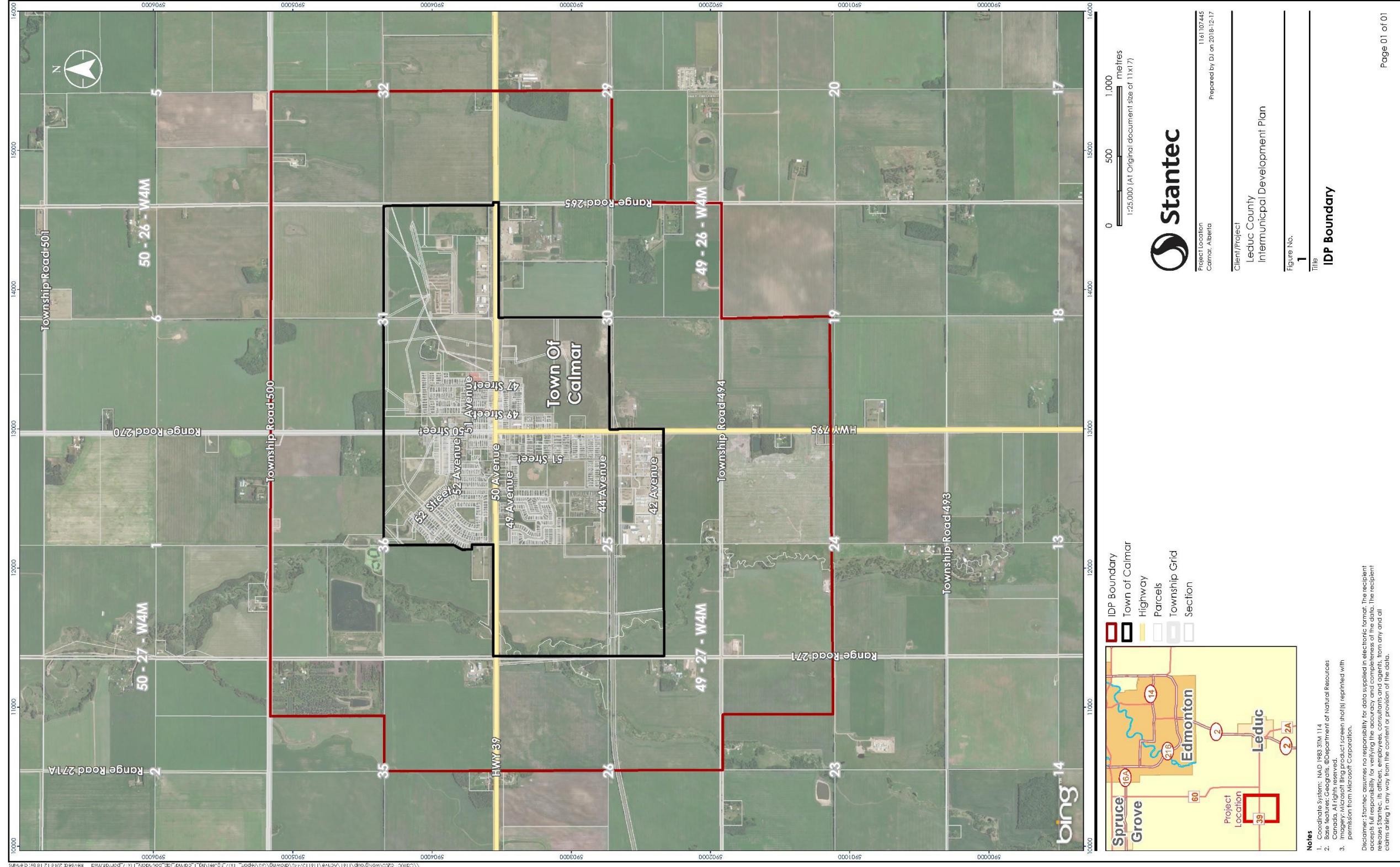
### 5.7 ANNEXATION PROCESS

At the time of this IDP preparation it was determined that the Town of Calmar had sufficient gross land within its current boundaries to support anticipated growth for the next 20 years. (see Section 1.2). However, should circumstances change during the life of this IDP the Town may propose an annexation based on demonstrated need in consultation and in collaboration with Leduc County. The annexation request must comply with the requirements of the MGA and the process outlined by Land and Property Rights Tribunal.

## 6.0 MAPS

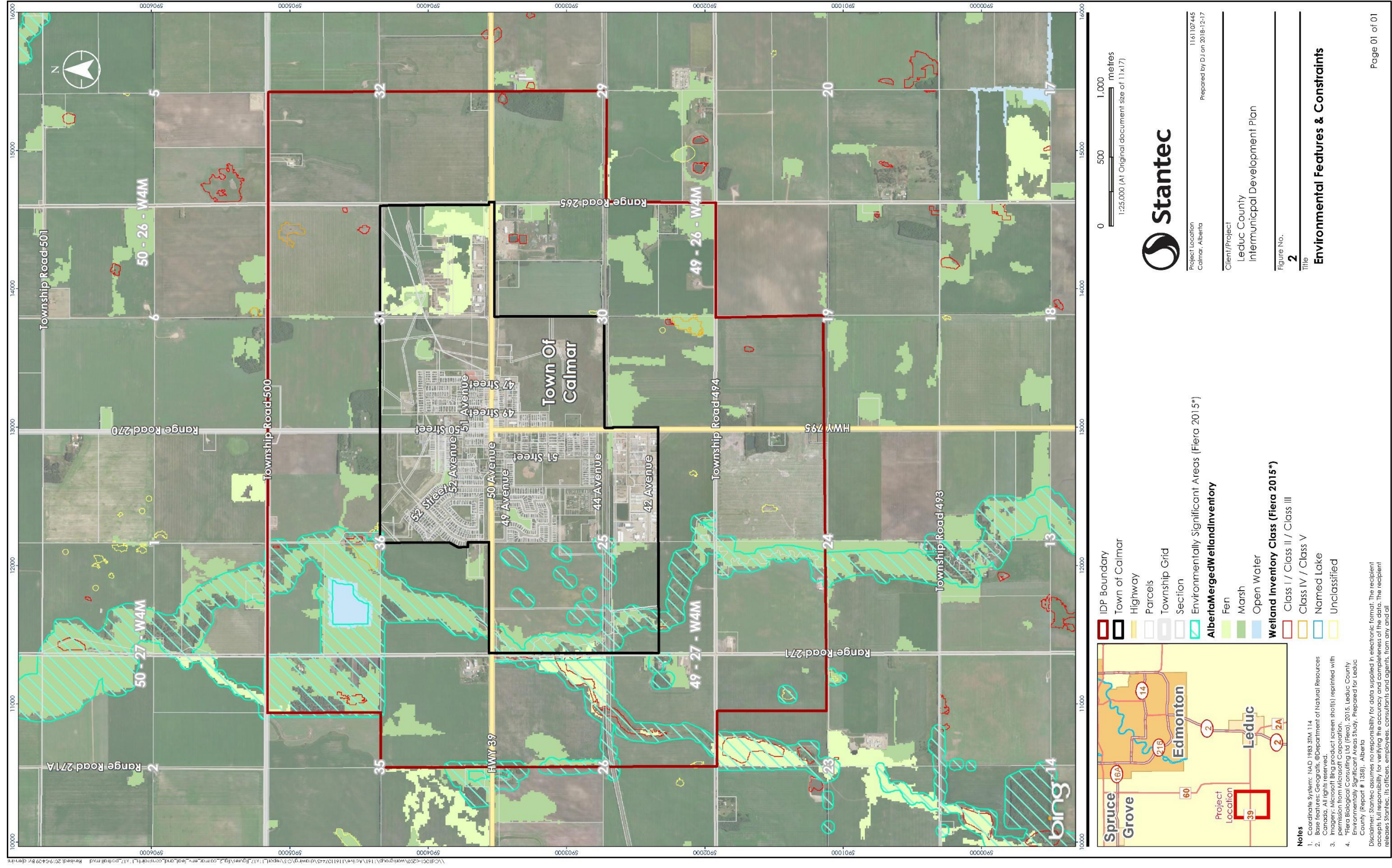


# MAP 1 - IDP BOUNDARY



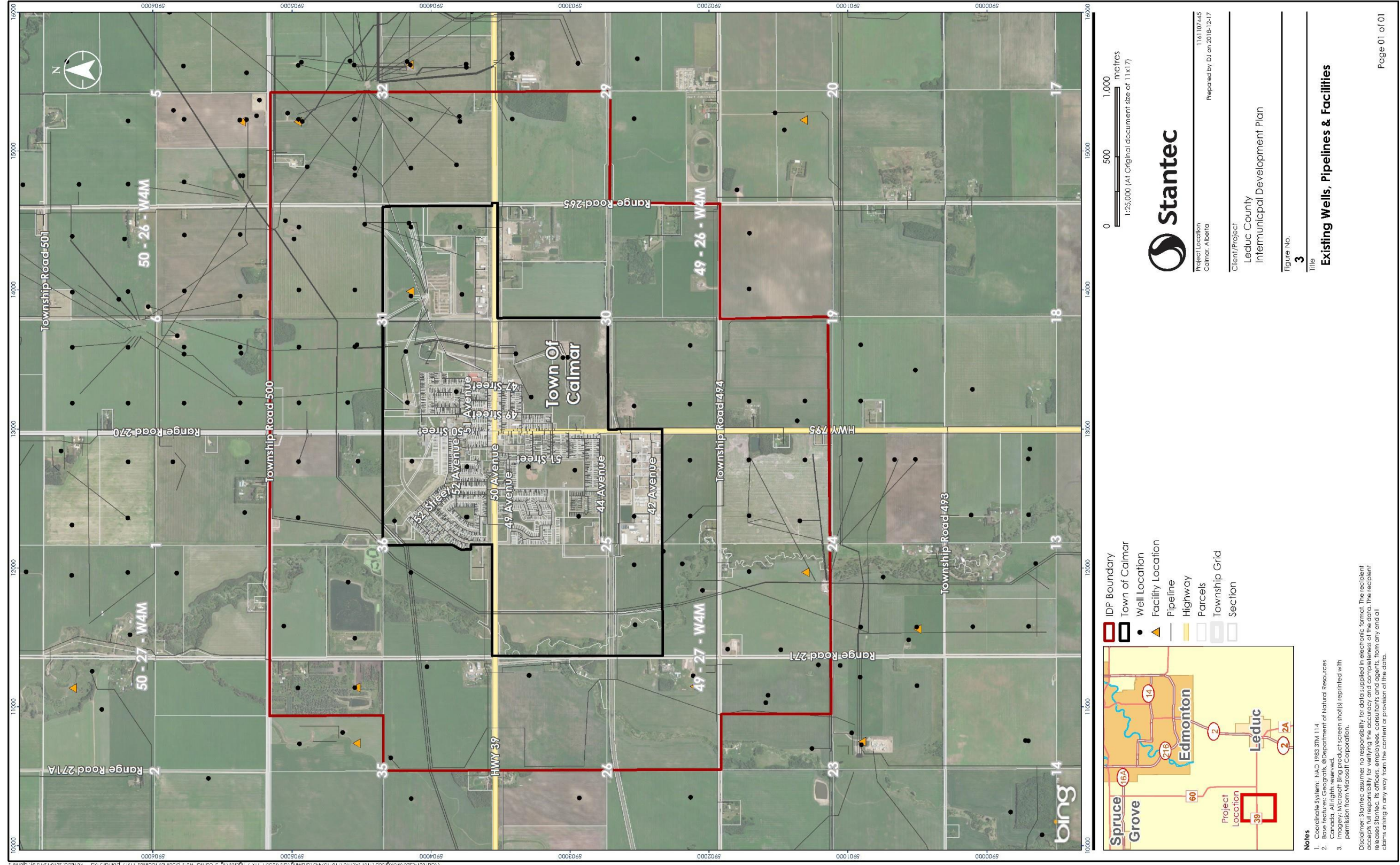


# MAP 2 – ENVIRONMENTAL FEATURES AND CONSTRAINTS

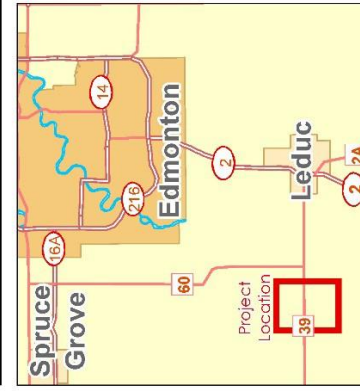




# MAP 3 - EXISTING WELLS, PIPELINES AND FACILITIES



- IDP Boundary
- Town of Calmar
- Well Location
- Facility Location
- Pipeline
- Highway
- Parcels
- Township Grid
- Section



**Notes**

1. Coordinate System: NAD 1983 3TM 114
2. Base Imagery: GeoGraphics, ©Department of Natural Resources
3. Imagery: Microsoft Bing product screen shot(s) replinced with permission from Microsoft Corporation.

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts responsibility for verifying the accuracy and completeness of the data. The recipient shall indemnify, defend and hold Stantec harmless from any and all claims arising in any way from the content or provision of the data.

Project Location  
Calmar, Alberta

Client/Project  
Leduc County  
Intermunicipal Development Plan

Figure No.  
**3**

Title  
**Existing Wells, Pipelines & Facilities**

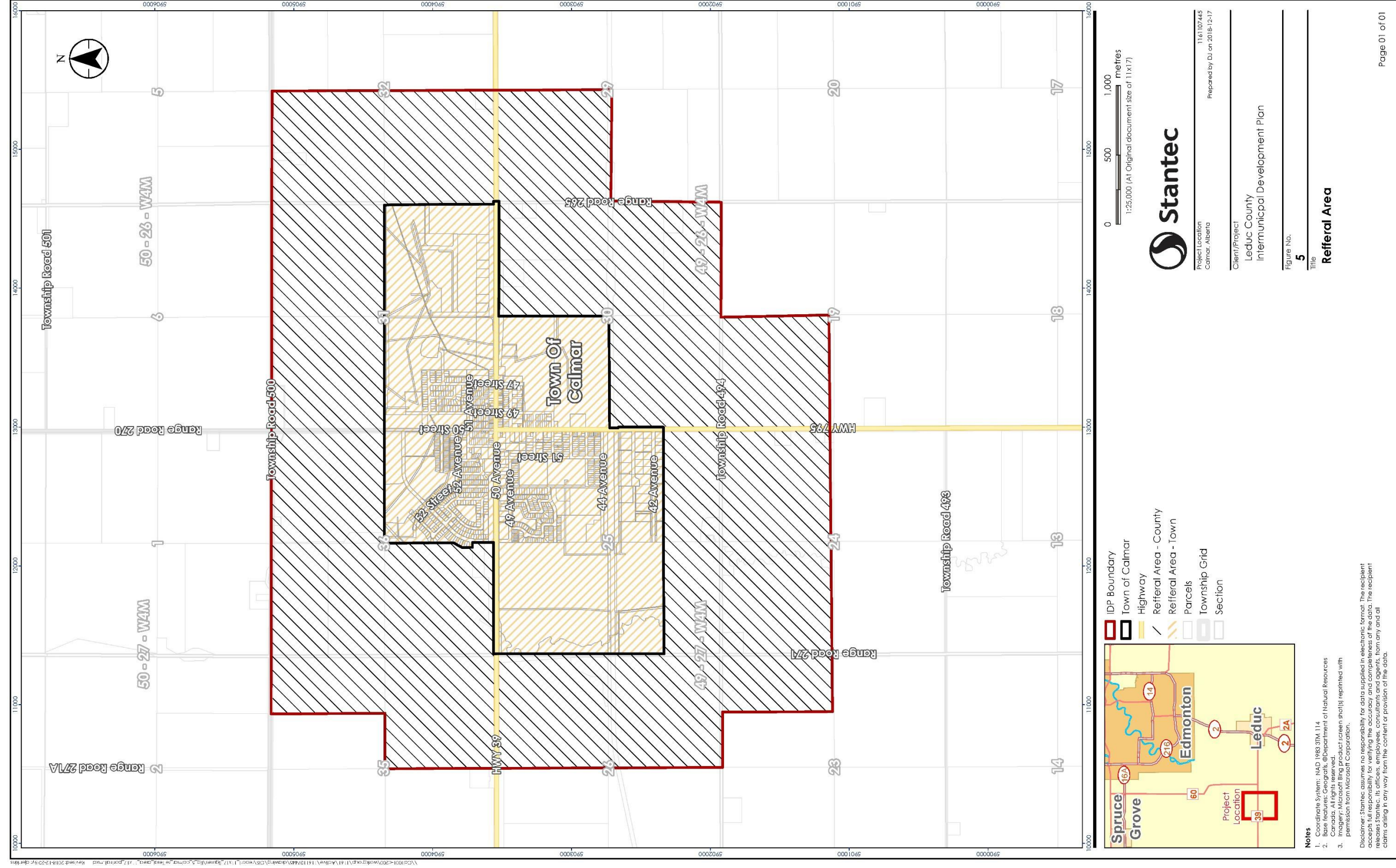
0 500 1,000 metres  
1:25,000 (A1 Original document size of 11x17)



# MAP 4 - LAND USE CONCEPT



# MAP 5 – REFERRAL AREA



## 7.0 GLOSSARY

### A

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**Alberta Environment and Parks (AEP)**

Provincial ministry responsible for environmental policy.

**Alberta Transportation (AT)**

Provincial ministry responsible for all provincial highway policy.

**Annexation**

The process of transferring municipal jurisdiction over land from one municipality to another.

**Area Structure Plan (ASP)**

Statutory plan which provides long range land use planning for large areas of undeveloped land within the municipality. The plans identify major roadways, land uses, infrastructure requirements, parks, trails, and school sites. ASPs are approved and adopted by Council and must conform to the Intermunicipal Development Plan and Municipal Development Plan.

### B

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**Bog**

a type of wetland ecosystem characterized by wet, spongy, poorly drained peaty soil.

**Buffer**

An area (landscaped, natural, or a separate use) set aside or maintained to provide visual or physical, or auditory separation between lots, public roadway, and/or uses.

**Bylaw**

A law made by a local authority in accordance with the powers conferred by or delegated to it under the Municipal Government Act. Bylaws are enforceable through penalties, able to be challenged in court and must comply with higher levels of law.

### C

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**Chief Administrative Officer (CAO)**

A position within a municipality, established by bylaw, which is the administrative head of the municipality.

**Confined Feeding Operations (CFO)**

Fenced or enclosed land or buildings where livestock are confined for the purpose of growing, sustaining, finishing or breeding by means other than grazing and any other building or structure directly related to that purpose but does not include residences, livestock seasonal feeding and bedding sites, equestrian stables, auction markets, race tracks or exhibition grounds. CFOs require a permit regulated by the NRCB, in accordance with the Agricultural Operation Practices Act.



**Conservation Reserve (CR)**

A new type of reserve category, called Conservation Reserve (CR), has been created in the MGA to protect environmentally significant lands such as wildlife corridors, significant tree stands or other environmentally significant features a municipality may wish to conserve but that do not meet the definition of Environmental Reserve. The municipality must provide appropriate compensation for dedication of CR.

**County**

Refers to Leduc County.

**D**

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**Development Permit**

A document that is issued under a land use bylaw and authorizes a development.

**E**

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**Easement**

A privilege to pass over the land of another, whereby the holder of the easement acquires only a reasonable and usual enjoyment of the property and the owner of the land retains the benefits and privileges of ownership consistent with the easement.

**Environmental Reserve (ER)**

Land dedicated to a municipality during the subdivision process, where it is determined to be undevelopable due to environmental conditions, in accordance with Section 664 of the Municipal Government Act. This may include swamps, gullies, wetlands, ravines, flood-prone areas, or land adjacent to a watercourse or waterbody.

**Environmental Reserve Easement (ERE)**

Where land is determined to be undevelopable due to environmental conditions, in accordance with Section 664 of the Municipal Government Act, but where circumstances dictate that instead of dedicating and transferring the land to the municipality, an environmental reserve easement is registered on the land title preventing development and destruction of these lands.

**Extensive Agriculture**

Refers to those agricultural operations producing crops or livestock which require large tracts of land.

**F**

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**Fen**

A type of wetland ecosystem characterized by peaty soil, dominated by grasslike plants, grasses, sedges, and reeds. Fens are alkaline rather than acid areas, receiving water mostly from surface and groundwater sources.

## **G**

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### **Gross**

Consisting of an overall total area of land exclusive of deductions resulting from any development constraints, or lands needed for roads, rights-of-way, Municipal or Environment Reserves, etc.

## **I**

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### **Incompatible Development**

Uses that by their permanency (once built cannot be easily removed or redeveloped) or would unduly impact on existing or future development (noise, dust, smell, traffic, etc.).

### **Intermunicipal Collaboration Framework**

A requirement under Section 708.28 of the MGA that must be undertaken by all Municipalities in Alberta.

### **Intermunicipal Development Plan Committee (IDPC)**

The Intermunicipal Development Plan Committee comprised of an equal number of members to a maximum of 3 from each municipal Council, in addition to the Chief Administrative Officers (CAO) from each municipality, supported by administrative staff who administer the IDP.

## **L**

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### **Land Use**

The various ways in which land may be used or occupied. Typically, these are broadly categorized as residential, commercial, industrial, institutional, agricultural, etc.

### **Land Use Bylaw (LUB)**

A planning document (approved by bylaw) that divides the municipality into Land Use Districts (Zones) and establishes procedures for processing and deciding upon applications for development. It sets out rules which affect how each parcel of land in the municipality may be used and developed. It also includes a zoning map.

### **Land and Property Rights Tribunal**

An independent and impartial quasi-judicial board established under the Land and Property Rights Tribunal Act in 2021 to make decisions about land use planning and assessment matters. The Land and Property Rights Tribunal considers applications which relate to annexation of lands, subdivision appeals which are adjacent to water, highways, landfills, waste treatment or storage sites, and intermunicipal or linear (e.g., pipelines, wells, etc.) disputes.

### **Land Use District/Zone**

Regulations for development for an area of land, as set out in the Land Use Bylaw.



## **M**

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### **Marsh**

a type of wetland ecosystem characterized by poorly drained mineral soils and by plant life dominated by grasses.

### **Municipal Development Plan (MDP)**

Statutory plan adopted by a Municipal Council, under the authority of Section 632 of the Municipal Government Act. The plan outlines the direction and scope of future development, the provision of required transportation systems and municipal services, the coordination of municipal services and programs, environmental matters, and economic development.

### **Municipal Government Act (MGA)**

Provincial legislation that outlines the power and obligations of a municipality.

### **Municipal Reserve, Municipal and School Reserve, and School Reserve (MR, MSR, SR)**

Lands to be owned by a municipality and/or school authority to provide for park, recreation, or school authority purposes. Such lands are generally obtained at the time of subdivision, where the applicant is required to provide up to 10% of the developable area as reserve lands or cash in lieu, as determined by the municipality.

### **Must**

An interpretive clause that directs that the policies stated have to be followed.

## **N**

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### **Natural Resources Conservation Board (NRCB)**

A body within Alberta that reviews proposed major natural resource projects and regulates confined feeding operations in the province.

### **Non-Statutory Plans**

Are land use planning documents that do not fall under the definition of Statutory Plans under the authority of the Municipal Government Act. These may include the Land Use Bylaw, Outline Plans, Conceptual Schemes, Master Plans, guidelines, and policy statements.

## **O**

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### **Off-Site Levy**

A development levy that a Council may impose by bylaw in accordance with the Municipal Government Act, to be used to pay for identified offsite infrastructure capital costs by those who gain a direct or indirect benefit of that infrastructure. This helps to ensure that new growth helps pay for new infrastructure required for that growth.

## **P**

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### **Policy**

A specific statement or plan to achieve an objective, which when part of a statutory plan, provide direction and instruction for a proposal.

### **Public Hearing**

As part of a bylaw amendment, the public shall be notified of an opportunity to submit

representation (written or oral) to be heard by Council, at a specified date and time, per the Municipal Government Act's notification requirements.

## **R**

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### **Rights-of-Way (ROW)**

Agreement that confers to an individual, company or municipality the right to use a landowner's property in some way. Also see Easement.

### **Riparian**

Transitional areas between upland and aquatic ecosystems, bordering streams, lakes, rivers, and other watercourses. These areas have high water tables and support plants requiring saturated soils during all or part of the year. Riparian areas usually have soil, biological and other physical characteristics that reflect the influence of water and hydrological processes.

## **S**

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### **Setback**

The distance between a property line and part of a site, governed through the Land Use Bylaw.

### **Shall**

An interpretive clause that directs that the policies stated must be followed.

### **Should**

A directive term that indicates a preferred outcome or course of action but one that is not mandatory.

### **Statutory Plan**

A plan identified as statutory under the authority of the Municipal Government Act being: an Intermunicipal Development Plan, a Municipal Development Plan, Area Structure Plans, and Area Redevelopment Plans.

### **Stormwater Management Facility (SWMF)**

An area which gathers rainfall and surface water runoff to help reduce the possibility of flooding and property damage, slowing and filtering storm water runoff.

### **Subdivision**

The creation or separation of new titled parcels of land from an existing parcel of land.

### **Swamp**

a wetland ecosystem characterized by mineral soils with poor drainage and by plant life dominated by trees

## **T**

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### **Town**

Refers to the Town of Calmar

## **W**

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### **Will**

An interpretive clause that directs that the policies stated must be followed.



**Intermunicipal Collaboration  
Framework Between Leduc  
County and the Town of Calmar**

(the Municipalities)

Adopted: 2019

Updated and Approved by Resolution:  
2023

Prepared for:

Leduc County and the Town of Calmar

Prepared by:

Stantec Consulting Ltd.

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## PREAMBLE

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

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

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

**WHEREAS**, the parties share a common border; and

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

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

### 1. PURPOSE

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

### 2. SIGNATORIES

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

### 3. DEFINITIONS

- a) In this Agreement

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

**“Chief Administrative Officer”** means the Chief Administrative Officer for each municipal jurisdiction party to this agreement or their designate(s) thereof. “Chief Administrative Officer” or “CAO or “Town/County Manager” may be used interchangeably in this Agreement.

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

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

**"Intermunicipal Development Plan"** in this agreement means the Intermunicipal Development Plan filed for Leduc County and the Town of Calmar as amended from time to time.

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

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

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

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

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

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

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

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

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

## 4. TERM AND REVIEW

### Effective Date and Duration

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

### Review

- b) It is agreed to by the parties that the Intermunicipal Committee shall meet at least once every four years commencing no later than 2027 to review the terms and conditions of the agreement, or upon the written request by either party.

### Amendments

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

## 5. INTERMUNICIPAL COMMITTEE

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

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

## 6. FUTURE PROJECTS, SHARED SERVICES, AND AGREEMENTS

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



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

## **7. SERVICE AGREEMENTS**

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

## **8. THE ROLE OF COUNCIL AND ADMINISTRATION**

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

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

## 9. OVERVIEW OF MUNICIPAL SERVICES

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

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

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

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

### Service Provision in Leduc County

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

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
	3. Bulk Water Sales			
<b>Solid Waste</b>	1. Solid Waste Collection 2. Transfer Stations	1. Recycling 2. Transfer Stations		1. Landfill 2. Recycling
<b>Emergency Services</b>	1. Fire 2. Emergency Response Plan	1. Fire 2. Mutual Aid	1. Fire 2. Disaster Services	1. Police 2. Ambulance
<b>Recreation</b>	1. Park / Playground Sites 2. Campgrounds 3. Community Programs/ Events	1. Recreation Complex 2. Programs 3. Athletic Fields 4. Libraries 5. Cultural Events/ Programs 6. Agricultural Societies 7. Community Halls	1. Arena 2. Programs 3. Athletic Fields 4. Library 5. Community Program Centre	
<b>Other Services that Benefit Residents</b>	1. Bylaw Enforcement 2. Animal Control 3. Information Technology 4. Geographic Information Systems 5. Engineering 6. Family & Community Support Services 7. Tax Assessment 8. General Purchasing & Procurement 9. Communication & Public Engagement	1. Weed Inspection 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board	1. Weed Inspection 2. Safety Codes Inspection & Permitting 3. Airport 4. Family & Community Support Services 5. Assessment Review Board Public Works	1. Affordable Housing / Seniors Housing 2. Natural Gas 3. Airport 4. Information Systems

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
	10. Asset Management Plan 11. Development Permits 12. Safety Codes Inspection & Permitting 13. Planning 14. Subdivision Development & Appeal 15. Legislative 16. Legal 17. Election 18. Weed Inspection 19. Drainage Projects 20. Pest Control 21. Rural Roadside Mowing 22. Rental Equipment 23. Economic Development			

### Service Provision in the Town of Calmar

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

ICF Category	Municipal	Intermunicipal with Others	Intermunicipal between Leduc County and Town of Calmar	Third-Party
			2. Disaster Services	
<b>Recreation</b>	<ol style="list-style-type: none"> <li>1. Spray Parks</li> <li>2. Skate Parks</li> <li>3. Athletic Fields</li> <li>4. Parks</li> <li>5. Athletic Complex</li> </ol>		<ol style="list-style-type: none"> <li>1. Arena</li> <li>2. Programs</li> <li>3. Athletic Fields</li> <li>4. Library</li> <li>5. Community Program Centre</li> </ol>	<ol style="list-style-type: none"> <li>1. Library</li> <li>2. Athletic Fields</li> <li>3. Classrooms</li> <li>4. Gymnasium</li> <li>5. Athletic Complex</li> </ol>
<b>Other Services that Benefit Residents</b>	<ol style="list-style-type: none"> <li>1. Bylaw Enforcement</li> <li>2. Animal Control</li> <li>3. Economic Development</li> <li>4. Family &amp; Community Support Services</li> <li>5. Communication &amp; Public Engagement</li> <li>6. Asset Management Plan</li> <li>7. Development Permits</li> <li>8. Planning</li> <li>9. Subdivision Development &amp; Appeal</li> <li>10. Legislative</li> <li>11. Election</li> <li>12. Weed Inspection</li> <li>13. Information Technology</li> <li>14. Engineering</li> <li>15. Tax Assessment</li> <li>16. Safety Codes Inspection &amp; Permitting</li> <li>17. Legal</li> <li>18. General Purchasing &amp; Procurement</li> </ol>	<ol style="list-style-type: none"> <li>1. Family &amp; Community Support Services</li> <li>2. Assessment Review Board</li> <li>3. Communication &amp; Public Engagement</li> </ol>	<ol style="list-style-type: none"> <li>1. Family &amp; Community Support Services</li> <li>2. Assessment Review Board</li> <li>3. Public Works</li> </ol>	<ol style="list-style-type: none"> <li>1. Affordable Housing / Seniors Housing</li> <li>2. Electricity</li> <li>3. Gas</li> </ol>

## 10. EXISTING COOPERATION

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

## 11. INTERMUNICIPAL DEVELOPMENT PLAN

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

## 12. INDEMNITY

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

## 13. DISPUTE RESOLUTION

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

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

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

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

### **Stage 1 – Notice of Dispute**

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

### **Stage 2 – Municipal Administrative Communication**

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

### **Stage 3 – Intermunicipal Committee Review**

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

#### **Stage 4 – Informal Joint Council Meeting**

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

#### **Stage 5 – Mediation Process**

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

#### **Stage 6 – Mutually Agreed Upon Arbitration**

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

#### **Stage 7 – Binding Arbitration**

- i. If optional municipally agreed to arbitration is unsuccessful, the Municipalities must forward a copy of the issue and work completed to the Minister of Municipal Affairs with a request to the Minister to appoint an arbitrator.
- ii. In appointing an arbitrator, the Minister may place any conditions on the arbitration process as the Minister deems necessary.
- iii. The Municipalities will follow the Arbitration Process and subsequent steps as outlined in the MGA.



## 14. CORRESPONDENCE

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

i. In the case of Leduc County to:

Leduc County  
1101 fi1" Street  
Nisku, AB T9E2X3

Attention; Chief Administrative Officer

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

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

Attention: Chief Administrative Officer

## 15. AUTHORIZATIONS

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Signature of Tanni Doblanko  
Mayor, Leduc County

---

Signature of Sean Carnahan,  
Mayor, Town of Calmar

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Signature of Duane Coleman  
CAO, Leduc County

---

Signature of Sylvain Losier,  
CAO, Town of Calmar

---

Date

---

Date

## **Appendix A POTENTIAL FUTURE PROJECTS, SHARED SERVICES, OR AGREEMENTS**

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

## SCHEDULE I EXISTING SERVICE DELIVERY AGREEMENTS

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

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

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



**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Bylaw #2023-19 to Rescind the Intermunicipal Collaboration Framework and Adopt the Updated ICF
Approved By:	CAO Losier
Agenda Item Number:	7 E

**BACKGROUND/PROPOSAL:**

In 2019, Leduc County and the Town of Calmar developed and approved the Intermunicipal Collaboration Framework (ICF). The purpose of the ICF is to provide for the integrated and strategic planning, delivery, and funding of intermunicipal services. Having an ICF is a requirement of the Municipal Government Act (MGA). The MGA also requires the framework to be reviewed at least every 5 years.

The framework was adopted by bylaw, but the MGA provides for either a bylaw or a Council resolution. To be efficient, the intent is to move forward with a resolution with the updated ICF instead of a Bylaw.

On May 1<sup>st</sup>, Council passed 1<sup>st</sup> reading of a bylaw to rescind the ICF bylaw. Tonight, we heard a public hearing for both the IDP and the ICF.

To move forward with the updated ICF, Council will need to adopt the rescinding bylaw, being bylaw 2023-19. Then, the ICF will need to be adopted by resolution.

Proposed Bylaw 2023-19 is attached.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

The hearing was advertised in the Devon Dispatch in the June 23<sup>rd</sup> and 30<sup>th</sup> editions as well as on the Town’s website. Administration has not received any feedback on the ICF prior to the public hearing held tonight. Leduc County, our partner for the ICF, has adopted it at their June meeting.



Pending on the outcome of the hearing, a few options are available to Council.

**Option 1** – Council may pass 2<sup>nd</sup> reading of Bylaw 2023-19.

**Option 2** – Council may pass 2<sup>nd</sup> and 3<sup>rd</sup> reading of Bylaw 2023-19 tonight or at a future meeting.

**Option 3** – Council may defeat Bylaw 2023-19.

It is to be noted that option 3 would require the Town to work with Leduc County to create a new ICF. As the County already approved the proposed version of the ICF, doing a new one could be challenging.

Should Council pass 2<sup>nd</sup> and 3<sup>rd</sup> reading tonight, a motion will be required to adopt the updated ICF.

**COSTS/SOURCE OF FUNDING (if applicable)**

n/a

**RECOMMENDED ACTION:**

That Council gives second and third reading to Bylaw 2023-19 tonight pending the outcome of the public hearing.

**TOWN OF CALMAR**

**BYLAW #2023-19**

---

**A BYLAW OF THE TOWN OF CALMAR IN THE PROVINCE OF ALBERTA, TO RESCIND THE INTERMUNICIPAL COLLABORATION FRAMEWORK WITH LEDUC COUNTY.**

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**WHEREAS**, Section 708.28(1) of the Municipal Government Act, being Chapter M-26, Revised Statutes of Alberta, 2000, and amendments thereto, municipalities that have common boundaries must create a framework unless they are members of the same growth management board.

**WHEREAS**, Section 708.33(1) of the Municipal Government Act, being Chapter M-26, Revised Statutes of Alberta, 2000, and amendments thereto, the municipalities that are parties to the framework must each adopt a bylaw or resolution that contains the framework; and

**AND WHEREAS**, both the Council of Leduc County and the Town of Calmar wishes to streamline processes by approving the framework by resolution and therefore Calmar's Council wishes to repeal Bylaw No. 2019-18, the Intermunicipal Collaboration Framework between Leduc County and Town of Calmar.

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

- 1) Bylaw No. 2019-18 is repealed upon this bylaw coming into force.
- 2) This Bylaw shall come into full force and effect upon third and final reading thereof.

READ A FIRST TIME THIS 01 DAY OF MAY 2023.

READ A SECOND TIME THIS \_\_\_ DAY OF \_\_\_\_\_ 2023.

READ A THIRD TIME AND FINALLY PASSED THIS \_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_  
MAYOR CARNAHAN

\_\_\_\_\_  
CAO LOSIER

**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	Recreation Coordinator Miller
Title:	Woodland Park Survey / evolution
Approved By:	CAO Losier
Agenda Item Number:	8 A

**BACKGROUND/PROPOSAL:**

Administration would like to move forward with coming up with a plan to evolve Woodland Park either passively or actively. Administration will create a survey to go out to residents offering potential options as well as an “other” area where residents can submit ideas.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Woodland Park is a beautiful park situated in the middle of Calmar right off Highway 39. Currently there is an outdated skatepark that could be considered more negative than positive and asphalt that makes skating near impossible. There is also a high fence that makes the area looked less inviting and lessens the space. Administration would create a survey monkey to go out to Calmar residents that will ask about a passive or active park, as well as have various options and space to fill in their own.

- Remove fencing creating a more inviting and open space allowing for future development. (Pavilion, pickle ball court, basketball court, theater etc...)
- Remove fencing and asphalt creating a more inviting and open space allowing for future development.
- Remove fencing and asphalt creating a more inviting and open space. Picnic tables and a gazebo can be installed, and paths can be developed to flow through the entirety of the park.

- Admin ideas – Remove fence, pickleball, frisbee golf, chess, checkers sitting area, communal area, picnic tables, gazebos, 3-point pad for basketball, attraction for kids, open and inviting.
- Council Ideas- TBD (at the meeting or later)
- Town Residents Ideas- following the survey

**Option 1** – Council could decide to approve proposal (with their ideas included) and a survey monkey will be created and sent out to residents.

**Option 2** – Council could decide to amend the proposal with some changes and a survey monkey will be created and sent out to residents.

**Option 3** – Council could decide to decline the proposal and no survey would be sent out to residents.

**COSTS/SOURCE OF FUNDING (if applicable)**

Recreation Coordinator Miller will create a survey monkey. The answers will provide a pool of options and Council’s decision will determine costs. They will range from small (removal of fence) to substantial pending on the project(s).

**RECOMMENDED ACTIONS:**

Administration recommends option 1.



**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	July 17 <sup>th</sup> , 2023
Originated By:	CAO Losier
Title:	Canadian Fibre Optics – access agreement
Approved By:	CAO Losier
Agenda Item Number:	8B

**BACKGROUND/PROPOSAL:**

In 2022, Calmar had discussions with Canadian Fibre Optics (CFO) to potentially instal new infrastructure that would increase Calmar access to broadband, making the community more attractive and competitive.

With the CAO transition and the various commitment CFO had, the project was put on hold. In 2023, after adopting a new approach, CFO return with a new proposal whereas the Town of Calmar wouldn't need to invest any funds. CFO will be carrying all the financial cost sole. The Town's involvement would be limited to providing corridors/space as CFO is requesting access to the town's public utility lots, right of ways, and easements to install the necessary infrastructure to provide fibre optic services throughout the community.

CFO's intent is to interact with the utility companies as soon as the agreement is signed to produce the construction design over the summer. They would like to be in a position whereas they could start construction this fall.

The draft agreement, the maps depicting the potential equipment locations, and pictures of the equipment are attached to this report.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

The Town owns many corridors, and their purpose is to host roads, infrastructure, and utilities. Pending the type of infrastructure, certain criteria must be met in terms of separation, depth, location, etc. The only universal rule is that any third-party desiring to locate in the town's corridors cannot damage other infrastructure or build to prevent others from locating within the corridor. In addition, all telecommunication companies are subject to federal legislation.

Enabling the infrastructure would provide an additional internet alternative for our residents and the business community. As certain areas of Calmar are underserved, this could be a significant game changer. Considering that the current proposal requires no financial commitment from the town, the risk for the municipality is very minimal.

**Option 1:** Council pass a motion to refuse access to the corridors.

**Option 2:** Council pass a motion to accept the access agreement and allows CFO to utilize the town's corridor.

**Option 3:** Council pass a motion to accept the access agreement with changes that Council would require before allowing CFO to utilize the town's corridor.

The proposed agreement recognizes that the access will be a non-exclusive right, meaning that other companies could add infrastructure in the corridors. The agreement also dictates that is a 3<sup>rd</sup> party approaches CFO to use its equipment, CFO will not automatically accept. There will be a process in place to ensure the municipality is involved and all regulations followed.

As for the agreement itself, Administration did an internal review and requested a few changes to provide additional clarity. These changes were all accepted and done by CFO. They are contained in the latest version of the agreement. The draft agreement was not reviewed by the legal consultant as the content is typical to similar access agreement. Should Council prefer to have it reviewed by the legal consultant, it will take about 2 weeks and the anticipated cost would be between \$2,000 and \$3,000.

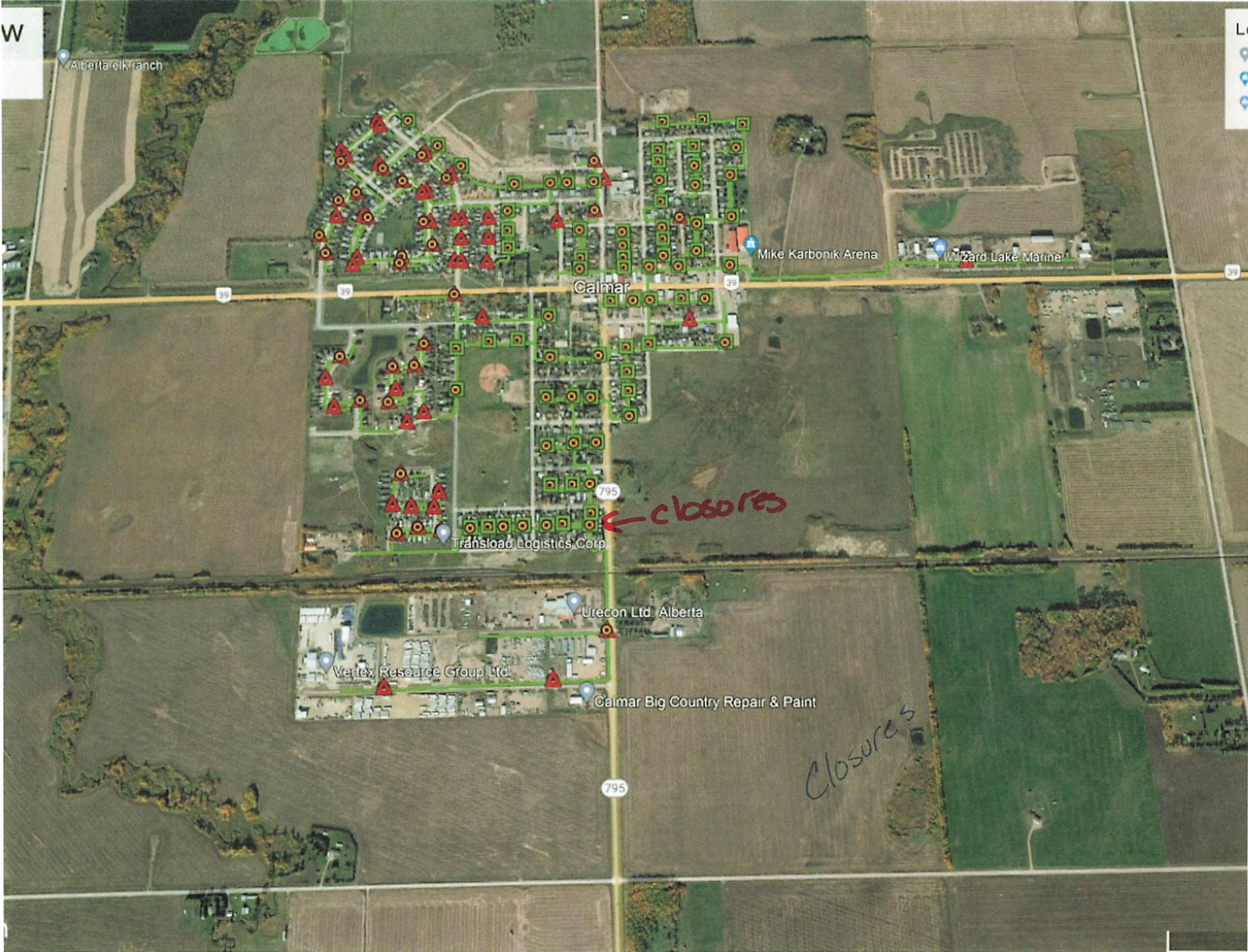
**COSTS/SOURCE OF FUNDING (if applicable)**

There is no cost to the municipality to implement this agreement. Only cost could be the legal review if deemed necessary.

**RECOMMENDED ACTION:**

Council pass a motion to direct the Mayor and CAO to sign the access agreement.





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Alberta elk ranch

Mike Karbonik Arena

Wizard Lake Marine

Calmar

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Transload Logistics Corp

Urecon Ltd. Alberta

Vertex Resource Group Ltd

Calmar Big Country Repair & Paint

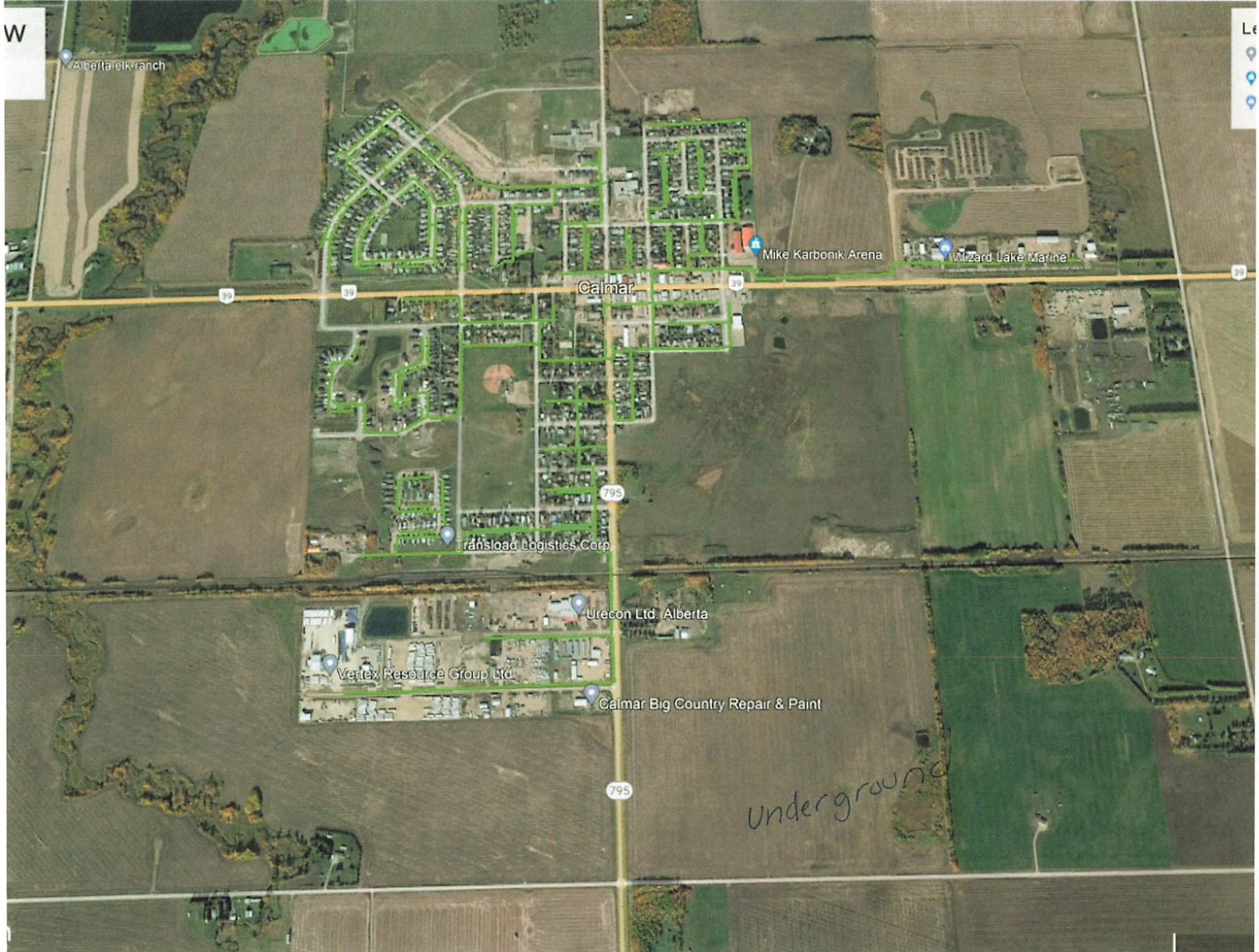
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Alberta Elk ranch

Mike Karbonik Arena

Wizard Lake Marine

Calmar

Transload Logistics Corp

Urecon Ltd. Alberta

Vertex Resource Group Ltd.

Calmar Big Country Repair & Paint

*Underground*

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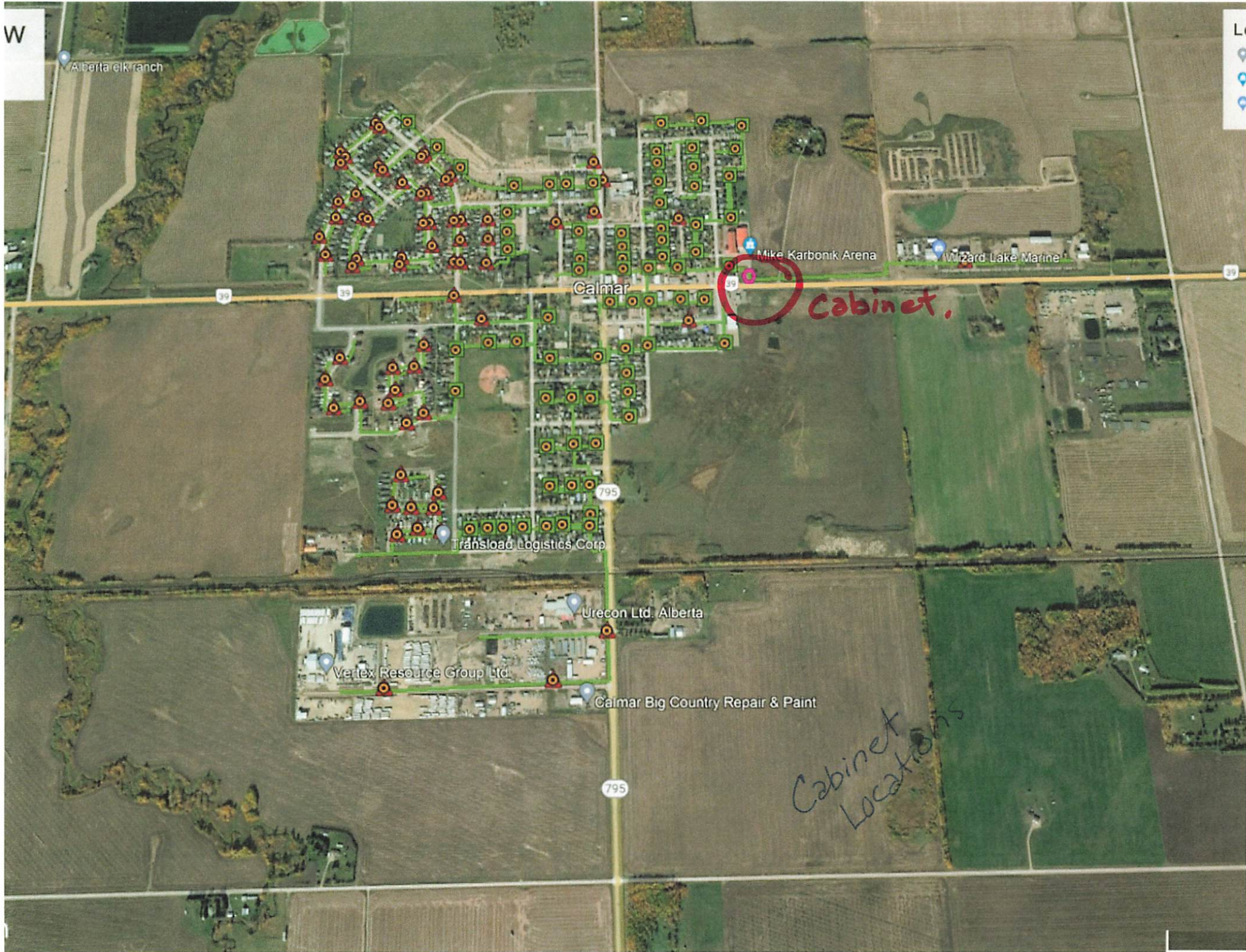
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W

Alberta elk ranch

Calmar

Mike Karbonik Arena

Wizard Lake Marine

Cabinet.

Transload Logistics Corp

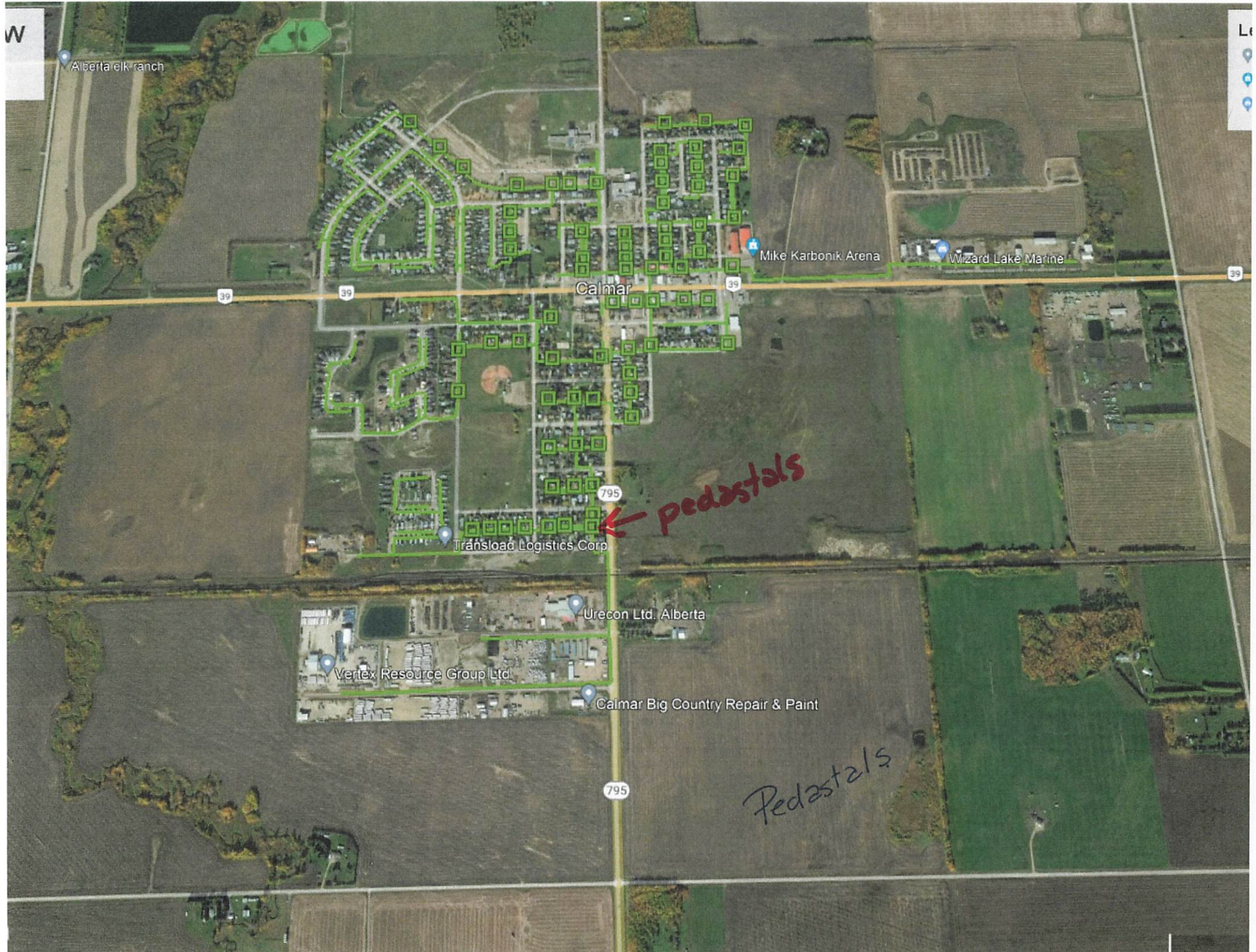
Urecon Ltd. Alberta

Vertex Resource Group Ltd.

Calmar Big Country Repair & Paint

Cabinet Locations





W

Location icons

Alberta elk ranch

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Calmar

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Mike Karbonik Arena

Wizard Lake Marine

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*Pedastals*

Transload Logistics Corp

Urecon Ltd. Alberta

Vertex Resource Group Ltd

Calmar Big Country Repair & Paint

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*Pedastals*





W

Alberta elk ranch

Mike Karbonik Arena

Wizard Lake Marine

Calmar

Hand holes.

Transload Logistics Corp

Urecon Ltd. Alberta

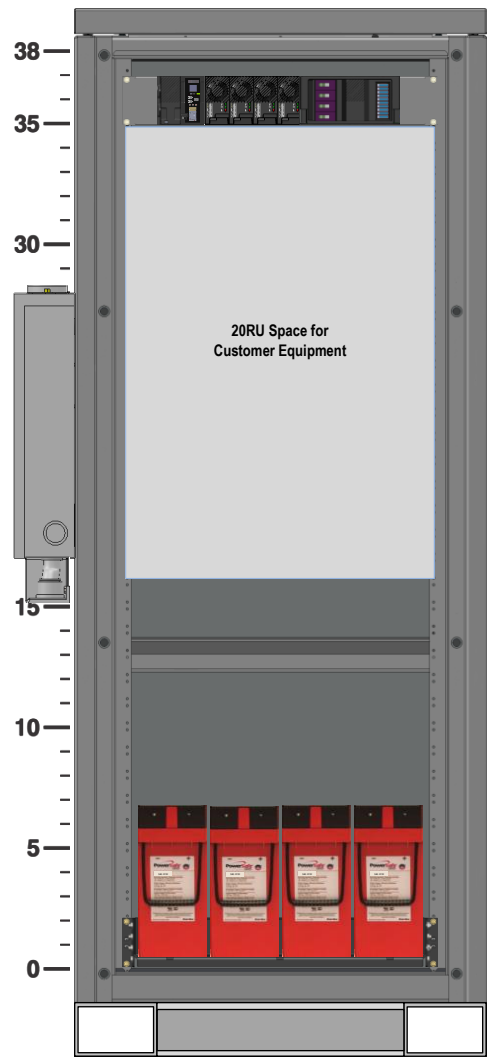
Vertex Resource Group Ltd

Calmar Big Country Repair & Paint

handholes



- OPTION# 1: TE72-3030 48VDC Power System**
- Cabinet Dimension: 72"H x 30"W x 30"D
  - Cooling: Fan Cooled
  - Load Center w/ Main Breaker Connection
  - TVSS, Transient Voltage Suppressor
  - AC Electric Heater
  - 2RU 1.2kW Rectifier Shelf
  - One pre-wired Battery Tray with Heater Mat, 100A Breaker
  - Hi/Low Temp Alarms, Door Intrusion Alarm
  - Generator Port



- 100A Cordex 1.2kW Shelf System**
- 19/23" Mount 1.2kW Rectifier Shelf total 4-Module Positions
  - 208Vac Single Phase Inputs (2-feeds total)
  - CXCM1 HP controller
  - Distribution: 2-Load/2-Battery Breaker Positions, 10-GMT Fuse Positions
  - Low Voltage Battery Disconnect
- 1.2kW Rectifier Module**

Space for future Battery Expansion

**One Pre-wired Battery Tray with 100A Breaker Disconnect**

**Battery Heater Mat**  
*(Shipped Loose)*


**SBS170F: 1810305**  
*(Shipped Loose)*

**Plinth Kit**  
**747-592-20-000**

DESIGN NOTE: Customer equipment added to the cabinet may impact the thermal operation of the cabinet. Customers should review the heat loading and consider how the load will impact the operation of all the elements within the cabinet.

THESE DESIGNS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF ALPHA TECHNOLOGIES LTD., AN ENERSYS COMPANY, AND SHALL NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT ALPHA'S EXPRESS WRITTEN CONSENT. © 2022 ENERSYS. All Rights Reserved.

This drawing is for visual reference only. Please consult the quote for exact configuration including the number of rectifiers, breakers and other installable equipment.

 an EnerSys company	<b>DRAWN:</b> CES	<b>TITLE:</b> <b>48Vdc TE72-3030 100A POS GND Power System</b>		
	<b>DATE:</b> 4/10/2023			
<b>A SIZE</b>	<b>TYPE:</b> V1	<b>CHECKED:</b>	<b>ISSUED:</b>	<b>SHEET:</b> 1 OF 2
		<b>QUOTE:</b> 82356-001	<b>APPROVED:</b>	<b>DWG NO:</b> TBD

Designer	Quote Number
Cecilia Santos	82356-0001

**System Overview**

TE72-3030 / 1.2kW 48VDC Outdoor Power System

**Alpha System / Part Description**

Fan Cooled TE72-3030 with Load Center with Main Breaker, TVSS, 2RU Cordex 1.2kW Shelf System, Heater, 1-Battery Tray, Generator Port and Plinth Kit

**Alpha System / Part Number**

Refer to Quotation

**System / Part Characteristics**

Item	Height	Width	Depth	Weight
TE72-3030 Pwr Sys	72"	30"	30"	480 lbs
1.2kW Rectifier	1.63"	3.34"	10.1"	2.7lbs
SBS 170F Battery	11.1"	4.9"	22.1"	116lbs

**Power Module Type and Output Power (Per Module) QTY**

Cordex 1.2kW Rectifier – 1200W	Up to 4

**Input Power Specifications**

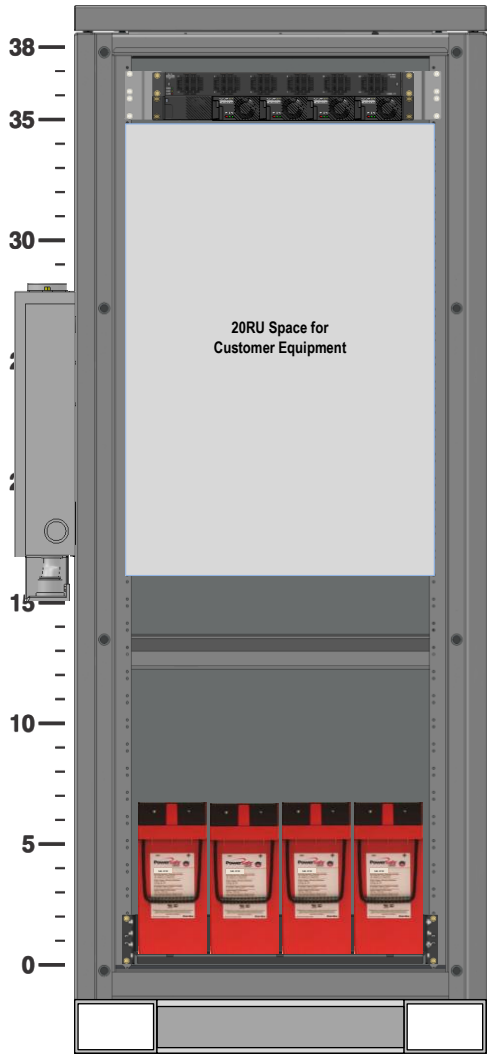
Item	Input	Recommended Breaker Size	Recommended Wiring Size
Cabinet (Via Load Center)	120/240VAC	100A	#2AWG

**Page Notes**

**Rectifier Modules, Plinth Kit, Battery Heater Mat and Batteries ship loose.**



- OPTION# 2: TE72-3030 48VDC Power System**
- Cabinet Dimension: 72"H x 30"W x 30"D
  - Cooling: Fan Cooled
  - Load Center w/ Main Breaker Connection
  - TVSS, Transient Voltage Suppressor
  - AC Electric Heater
  - 100A CXPS-E101 Power System
  - One pre-wired Battery Tray with Heater Mat, 100A Breaker
  - Hi/Low Temp Alarms, Door Intrusion Alarm
  - Generator Port



- 100A CXPS-E101 System**
- 19/23" Mount 1.2kW Rectifier Shelf total 4-Module Positions
  - 208Vac Single Phase Inputs (2-feeds total)
  - CXCM1 HP controller
  - Distribution: 10-Load/2-Battery Breaker
  - Low Voltage Battery Disconnect
- 1.2kW Rectifier Module**

Space for future Battery Expansion


- One Pre-wired Battery Tray with 100A Breaker Disconnect**
- Battery Heater Mat**  
*(Shipped Loose)*
- SBS170F: 1810305**  
*(Shipped Loose)*

**Plinth Kit**  
**747-592-20-000**

DESIGN NOTE: Customer equipment added to the cabinet may impact the thermal operation of the cabinet. Customers should review the heat loading and consider how the load will impact the operation of all the elements within the cabinet.

THESE DESIGNS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF ALPHA TECHNOLOGIES LTD., AN ENERSYS COMPANY, AND SHALL NOT BE USED, COPIED, OR DISTRIBUTED WITHOUT ALPHA'S EXPRESS WRITTEN CONSENT. © 2022 ENERSYS. All Rights Reserved.

This drawing is for visual reference only. Please consult the quote for exact configuration including the number of rectifiers, breakers and other installable equipment.

 an EnerSys company	<b>DRAWN:</b> CES	<b>TITLE:</b> <b>48Vdc TE72-3030 100A POS GND Power System</b>		
	<b>DATE:</b> 4/10/2023			
<b>A SIZE</b>	<b>TYPE:</b> V1	<b>CHECKED:</b>	<b>ISSUED:</b>	<b>SHEET:</b> 2 OF 2
		<b>QUOTE:</b> 82356-001	<b>APPROVED:</b>	<b>DWG NO:</b> TBD

Designer	Quote Number
Cecilia Santos	82356-0001

**System Overview**

TE72-3030 / 1.2kW 48VDC Outdoor Power System

**Alpha System / Part Description**

Fan Cooled TE72-3030 with Load Center with Main Breaker, TVSS, 100A CXPS-E101 System, Heater, 1-Battery Tray, Generator Port and Plinth Kit

**Alpha System / Part Number**

Refer to Quotation

**System / Part Characteristics**

Item	Height	Width	Depth	Weight
TE72-3030 Pwr Sys	72"	30"	30"	480 lbs
1.2kW Rectifier	1.63"	3.34"	10.1"	2.7lbs
SBS 170F Battery	11.1"	4.9"	22.1"	116lbs

**Power Module Type and Output Power (Per Module) QTY**

Cordex 1.2kW Rectifier – 1200W	Up to 4

**Input Power Specifications**

Item	Input	Recommended Breaker Size	Recommended Wiring Size
Cabinet (Via Load Center)	120/240VAC	100A	#2AWG

**Page Notes**

**Rectifier Modules, Plinth Kit, Battery Heater Mat and Batteries ship loose.**



CAUTION  
ELECTRICITY  
DO NOT TOUCH  
OR MOVE  
THIS COVER





05



## MUNICIPAL ACCESS AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**CANADIAN FIBER OPTICS CORP.**  
(hereinafter called the "**Company**")

-and-

**THE TOWN OF \_\_\_\_\_**  
(hereinafter called the "**Municipality**")

**WHEREAS** the Company wishes to construct and operate a fibre optic cable or wireless broadband network (the "**Network**") within the Municipality;

**AND WHEREAS** in order to construct and operate the Network the Company requires to construct, maintain and operate transmission facilities including wires, fibre optic cables, ducts, conduits, manholes, and other accessories, structures and equipment (collectively, the "**Equipment**") on, over, under or along highways, streets, road allowances, lanes, bridges, via ducts and other ways situated in the Municipality ("**Rights-of-Way**");

**AND WHEREAS** the Equipment will be owned by the Company;

**AND WHEREAS** the Municipality is a public authority having jurisdiction over the Rights-of-Way;

**AND WHEREAS** the Company requires the Municipality's consent, and the Municipality is willing to grant its consent, to the occupancy and use of the Rights-of-Way consisting of the construction, operations, maintenance and removal of the Equipment in, on, over, under, along or across the Rights of Way;

**AND WHEREAS** the Municipality and the Company have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality's consent shall be provided to the Company in the form of a non-exclusive right;

**NOW THEREFORE** in consideration of the promise and mutual covenants herein contained, the Municipality and the Company agree with each other as follows:

### **1. CONSENT**

1.1 The Municipality hereby consents to the Company using the Rights of Way as outlined in Schedule "A" for the purpose of constructing, operating and maintaining or removing

any or all of the Equipment, for the Network purposes, subject to the terms and conditions of this Agreement set forth and in accordance with all federal and provincial and municipal statutes, bylaws and regulations pertaining to the application and use of the Rights of Way and the Equipment.

- 1.2 The Company shall not excavate, break up or otherwise breach the surface of any Right-of-Way for the purpose of constructing, operating, maintaining or removing any of its Equipment on, over, under, or along any such Rights-of-Way (which activities are hereinafter referred to as the "**Work**") without first:
  - (a) Providing plans to the Chief Administrative Officer or his/her designate setting out the location of the Equipment within the relevant Rights-of-Way; and
  - (b) Obtaining the written consent of the Chief Administrative Officer or his/her designate with regards to the proposed location of the Equipment on, over, under or along such Rights-of-Way.
- 1.3 The Company shall provide all required information and obtain all required municipal construction and/or other permits normally required by the Municipality in the circumstances, prior to commencing any Work.
- 1.4 Once plans referenced in Subsection 1.2 have been provided to the Chief Administrative Officer or his/her designate, the Chief Administrative Officer or his/her designate shall make best effort to respond within twenty (20) days of transmission of the Company's request for written consent.
- 1.5 Notwithstanding Subsection 1.2, in the event of an emergency, the Company may proceed to take such action as is strictly necessary to end the emergency without the prior consent of the Municipality, including the excavation, break up or breach of the surface of a Rights-of-Way, provided that in any such case the Company will notify the Chief Administrative Officer or his/her designate as soon as practicable following the resolution of the emergency.
- 1.6 Notwithstanding the above, the Company may carry out maintenance, field testing, subscriber connections and installation and removal of Equipment where the maintenance is consistent with the maintenance plan referred to below. In other circumstances, the Company shall provide prior written notice to the Municipality of maintenance to be carried out within the Municipality.
- 1.7 The Company shall prepare a maintenance plan (Schedule B) or make any changes to the previous maintenance plan of the Company, reasonably acceptable to the Municipality, in respect to any Equipment located within the Municipality, and have it filed with the Municipality prior to the beginning of each calendar year in which the maintenance is contemplated.

## **2. CONDITION OF CONSENT**

- 2.1 All Work conducted by the Company on, over, under, or along a Rights-of-Way is subject to the following conditions:
  - (a) The Work shall conform to all applicable federal, provincial and municipal laws, bylaws, or other applicable regulations or enacted requirements, as well as the terms of any authorizations granted by the Chief Administrative Officer or his/her designate, permits issued by the Municipality and the provisions of this Agreement;

- (b) After completion of the Work, the Company shall notify the Municipality of completion and shall leave the Rights-of-Way in substantially the same condition it was in before such work was undertaken by the Company.. The Municipality having been notified may inspect the Rights-of-Way upon completion. If the Company fails to take steps to repair and restore any such surface to the reasonable satisfaction of the Chief Administrative Officer or his/her designate within two (2) days of being notified by the Municipality (with a target for completion of the work being twenty (20) days from the time of being notified by the Municipality, weather pending), the Municipality may affect such repairs and charge the cost incurred by the Municipality and related thereto to the Company;
- (c) The Company agrees to register all underground infrastructure with Alberta One Call/Click Before You Dig;
- (d) Nothing in this Agreement shall be construed as affecting any rights or otherwise of others not a party to this Agreement to use any Rights-of-Way in accordance with the Municipality's legal authority;
- (e) The Company agrees that it shall at its own expense procure and carry or cause to be produced and carried and paid for, full Workers Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any Work;
- (f) The Company shall conform and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations. The Municipality may upon twenty four (24) hours written notice to the Company or sooner if in the reasonable view of the Municipality the likelihood of harm to persons is imminent, suspend work performed by or on behalf of the Company on any part of the Rights-of-Way where conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated; and
- (g) The Work shall be performed in a manner that safeguards and protects all other support structures, transmission lines, equipment, facilities and improvements of any kind present in the Rights-of-Way.

### **3. COMPANY OBLIGATIONS**

- 3.1 The Company shall use reasonable efforts to schedule work and share alignments and support structure with third party service providers occupying or using the Rights-of-Way, with the intent of minimizing the necessity for road cuts, construction, and the placement of support structures in the Rights-of-Way.
- 3.2 The Company shall immediately notify the Municipality of any damage caused by the Company in connection with the Work, Equipment or enjoyment of its right to occupy and use alignment under this Agreement, and thereafter repair such damage at its own cost.

### **4. NO PROPERTY RIGHTS**

- 4.1 No occupancy or use of the Rights-of-Way under this Agreement shall create or vest in the Company or any other party any ownership or property rights in any alignment

or in the Rights-of-Way and the Company shall be and remain a non-exclusive occupant and user of the Rights-of-Way.

## **5. REPRESENTATIONS AND WARRANTIES**

5.1 The Company represents and warrants to and covenants and agrees with the Municipality that:

- (a) The Company shall not suffer or permit any lien to be filed or registered against any Rights-of-Way; and
- (b) The Municipality has made no representations or warranties as to the state of repairs of the Rights-of-Way or the suitability of the Rights-of-Way for any business, activity or purpose whatsoever and the Company hereby agrees to take the Rights-of-Way on an "as is" basis.

5.2 The Municipality represents and warrants to and covenants and agrees with the Company that it has jurisdiction over any Rights-of-Way for which the Municipality grants consent to the Company and the authority to grant and consent.

## **6. EMERGENCIES**

6.1 The Company shall provide to the Chief Administrative Officer or his/her designate a list of 24 hour emergency contact personnel and shall make best effort to ensure that the list is always current.

6.2 The Municipality shall provide to the Company, to the extent the information is available to the Municipality, a list of 24 hour emergency contact personnel for both its own personnel and those of the other Canadian Carriers and utility service providers utilizing any Rights-of-Way within the boundaries of the Municipality and shall make best effort to ensure that the list is always current.

6.3 The Company shall at no cost to the Municipality, provide Geospacial as-builts showing locations of Equipment once Work is complete. The Municipality can rely on this information in the event of an emergency.

6.4 Where relocation is necessary as a result of an emergency, the Company shall take all steps to avert unnecessary damage or undertake such temporary or permanent relocation as agreed by the Municipality.

6.5 Where as a result of an emergency, the equipment must be relocated and the Company refuses or is unable to relocate the equipment within a reasonable period of time, the Municipality may undertake the relocation and charge all reasonable expenses to the Company.

## **7. AS-BUILT DRAWINGS**

7.1 The Company shall provide "as built" drawings, in electronic form or such other form that is acceptable to the Municipality, as soon as possible, and in any event, within three (3) months of completion the construction of Equipment on any Rights-of-Way.

7.2 The Municipality shall be entitled to make use of the as built drawings for internal use and for the purpose of utility locates without further agreements or compensation to the Company.



## **8. RELOCATION**

- 8.1 In the event the Municipality requires the Company to relocate its Equipment as may be required by the Municipality to comply with Municipality, Provincial or Federal safety standards or accommodate any relocation, installation, modification, repair, construction, upgrading or removal of Municipality facilities, the Municipality agrees to provide to the Company one hundred twenty (120) days written notice of the proposed relocation and any alternate alignment to accommodate the relocation of the Company's Equipment. The Company agrees to relocate such Equipment within the one hundred twenty (120) daytime period provided weather permitting.
- 8.2 Subject to the provisions in this Section, prior to ordering the Company to relocate its Equipment or perform any work in accordance with Section 8.1 herein, the Municipality agrees to consider the cost of the relocation or work in the evaluation of the total cost of the Municipality's work, provided that in no event will the Municipality be under an obligation to act on the results of the evaluation. If the Municipality, at its sole option, comes to an agreement with the Company respecting relocation costs pursuant to this Section 8.2, such agreement shall become an Addendum to this Agreement.
- 8.3 Subject to Section 8.4, the responsibility for the cost of Municipality initiated Equipment relocation shall be allocated as follows:
- (a) within five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the Municipality shall be responsible for 100% of the relocation costs for the Equipment affected;
  - (b) after five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the responsibility for the cost shall be shared by the parties hereto such that the percentage of the costs assumed by the Municipality will be reduced by 20% in each subsequent year; and
  - (c) after nine (9) years of the permit approval being granted for the construction and/or installation of such Equipment, all costs for relocation shall be the responsibility of the Company.
- 8.4 The responsibility for costs for relocation of Equipment not provided for by Section 8.1 including but not limited to beautification projects or projects initiated to provide concessions to third parties, will be the sole responsibility of the Municipality or the third party.
- 8.5 The Company shall be solely responsible for raising its manhole frames and resurfacing work and the associated costs thereof.
- 8.6 If the Company fails to complete the relocation of the Equipment in accordance with Section 8.1, the Municipality may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative fee of fifteen percent (15%) of such cost. The Municipality will ensure that such work is completed using the Companies design specifications and standards, as provided by the Company, including the use of good and safe operating practices.
- 8.7 In the event the relocation or any part thereof requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable effort to assist the Company in any negotiations with such third party to obtain the necessary approval(s).

8.8 It is understood and agreed that the Municipality cannot insist on relocation any above ground equipment to underground if there is a less expensive more practical solution. If there is not a less expensive, more practical solution, the Municipality and the Company will meet to agree to other suitable arrangements.

## **9. LIABILITIES AND INDEMNIFICATIONS**

9.1 The Company shall indemnify and save harmless the Municipality from and against all actions, causes of action, proceedings, claims and demands brought against the Municipality, and from and against all losses, costs (including legal costs on a solicitor and own client basis), damage or expenses suffered or incurred by the Municipality, by reason of any damage to property, including property of the Municipality, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Municipality, caused by, resulting from or attributed to the negligent act or omission of the Company or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement.

9.2 The Municipality shall indemnify and save harmless the Company from and against all actions, causes of action, proceedings, claims and demands brought against the Company, any and from and against all losses, cost, damages or expenses suffered or incurred by the Company, by reason of any damages to property, including property of the Company, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Company, caused by, resulting from or attributable to the negligent act or omission of the Municipality or those for whom it is responsible in law in performance of this Agreement.

9.3 Notwithstanding anything contained in this Agreement, the Municipality and the Company shall not be liable to each other in any way for indirect or consequential losses or damage, or damage for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any equipment or Rights-of-Way governed hereby.

9.4 The Municipality shall not, in any connection with this Agreement, be liable for; or, indemnify and save harmless the Company pursuant to Section 9.2 in respect of damages to the Equipment where:

- (a) The Municipality has not been advised in writing of the Company's Equipment being placed in a Rights-of-Way and the Company has failed to identify the location of its Equipment in accordance with the requirements of this Agreement; or
- (b) The Municipality has been advised in writing of the Company's Equipment in the Rights-of-Way and the written information is inaccurate; or
- (c) The Municipality has corrected a default of the Company pursuant to the provisions of this Agreement provided the Municipality is not guilty of willful misconduct in its corrective action.

9.5 The provisions of this Article 9 shall survive the expiration or sooner termination of this Agreement.

9.6 Notwithstanding any approvals, consents, advice or direction given by the Municipality with respect to any matter referred to in this Agreement, the Company shall be and remain liable and indemnify the Municipality in accordance with Section 9.1.

## **10. ENVIRONMENTAL RESPONSIBILITY**

- 10.1 The Company agrees to assume all environmental liability relating to its occupancy and use of the Rights-of-Way, including but not limited to, any liability for cleanup of any hazardous substance in, on, under, along, across or around the Rights-of-Way which results from:
- (a) The operations directly attributed to the Company's occupation in, on, under, along, across or around the Rights-of-Way; or
  - (b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.
- 10.2 For the purpose of this Section, "hazardous substance" means any hazardous substance and includes, but is not limited to, electromagnetic or other radiation, petroleum product and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances as defined whether federal, provincial or municipal.
- 10.3 The Municipality is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its Rights-of-Way.

## **11. THIRD PARTY USE AND NOTICE**

- 11.1 The Company agrees that should any third-party desire to use, or install any equipment or cable in the Rights-of-Way, the Company shall not grant the third party such use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.
- 11.2 The Company shall not permit any third party to use any of its equipment or cable in the Rights-of-Way under this Agreement, unless the third party first provides evidence to the Company that it has entered into an agreement with the Municipality in respect to such use. For the purpose of this Section, "use" by a third party occurs whenever a third party situates any equipment or connects to any equipment to the equipment of the Company in, on, over, under, along or across the Rights-of-Way, or is in the position where it may cause any work to be performed in, on, over, under, along or across the Rights-of-Way.
- 11.3 The Municipality agrees that should any third party desire to jointly use or connect to any of the Equipment or any related part thereof, which use will not involve use of the Rights-of-Way or an alteration that would otherwise require a development permit, no Municipal approval, consent or notice is necessary or required, and such third party may use or connect to the Equipment without charge and at the Company's discretion, nor shall the Municipality impose usage, permit, to other fees or charges as a result of such occupancy of the Company's Equipment.
- 11.4 In all cases where Company shares ownership or other rights with a third party in respect of the Equipment, the Company shall remain responsible for performing all of its obligations under this Agreement, as if it is the sole owner of the Equipment.

## **12. TERMS AND TERMINATION**

- 12.1 The initial term of this Agreement is for a twenty (20) year period. This Agreement shall commence upon the date of execution. This Agreement may be renewed for a further period of ten (10) years, provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the initial term of its intention to renew the Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the initial term.
- 12.2 The Municipality and the Company mutually agree that should either party fail to carry out any of the material terms, covenants and conditions herein contained and fail within ninety (90) days after receiving written notice from the other party to correct any such failure capable of correction, or if such failure reasonably requires more than ninety (90) days to correct, to commence to correct such failure and to diligently carry out such correction, then the other party may terminate this Agreement on thirty (30) days written notice, provided that either party may take any steps to dispute the termination, and provided also that any such termination shall not affect the use, operation, or maintenance of any existing Equipment of the Company.

## **13. TAXES**

- 13.1 The Company shall be responsible for the payment of all taxes and for the payment of the cost of all services and utilities consumed in respect to the Company's operations.

## **14. SUCCESSORS AND ASSIGNS**

- 14.1 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 14.2 This Agreement may be sublicensed, granted, transferred or assigned by either party in its entirety, to a single sublicensee, grantee, transferee or assignee with the other's prior written consent, which consent shall not be unreasonably withheld.

## **15. OBSOLETE OR ABANDONED EQUIPMENT**

- 15.1 The Company shall notify the Municipality promptly when it ceases to use any Equipment situated in, on, over, under, along or across the Rights-of-Way. Upon such notification or upon the expiry of the term or earlier termination of this Agreement, the Municipality may at any time, require the Company to remove the said Equipment within a specified period of time, being no less than ninety (90) days from the date of the Company's notification. If the Company fails to remove the Equipment, in its sole discretion and at the sole option of the Municipality to be exercised in writing, the title of the Equipment shall be vested to the Municipality and the Municipality has the right to remove the Equipment (at full cost to the Company) or keep and use, for whatever purpose, the obsolete equipment.

## **16. INSURANCE**

- 16.1 The Company shall maintain insurance or provide reasonable evidence of insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury including death, and for claims from property damage which may arise under this Agreement, including but not limited to the construction, maintenance or operation of the Equipment on, over, under or along the Rights-of-Way or any act or omission of the Company employees, servants, agents, licensees or contractors.

16.2 In addition to the foregoing, the Company covenants and agrees that:

- (a) The limits of the insurance coverage for liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as may be reasonably required by the Municipality; and
- (b) The Comprehensive General Liability Insurance shall extend to cover the contractual obligation of the Company as stated within this Agreement and shall include the Municipality as an additional insured.

**17. NOTICES**

17.1 Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses:

If to Company:

Canadian Fiber Optics Corp.  
2500 Stantec Tower, 10220-103 Avenue NW  
Edmonton, Alberta T5J 0K4

Attention: Legal Department  
Email: legal@canadianfiberoptics.ca

If to Municipality:

Town of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, AB \_\_\_\_\_

Attention: CAO  
Email: \_\_\_\_\_ .ca

Or any other address which may be provided from time to time hereunder. Any notice to either parties may be personally delivered.

17.2 Any notice given by prepaid mail shall be deemed to have been received one business day following the date of confirmation of receipt except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above. Any notice given by personal delivery or by facsimile shall be deemed to have been received one (1) business day following confirmation of receipt.

**18. DISPUTE RESOLUTION**

18.1 To the extent permitted by law, the Company and the Municipality agree that unresolved disputes pertaining to this Agreement or those related to the sale of the Equipment, or any other matter that is not within the jurisdiction of the Municipality or any other governmental authority, shall be submitted to arbitration for determination and may be commenced by either party providing written notice is given to the other party stating that the dispute is to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business

days of the said notice. In the event the parties cannot agree on a single arbitrator within the ten business days, each party shall appoint an arbitrator within the ten business thereafter by written notice, and the two arbitrators shall appoint a third arbitrator within twenty five (25) business days of written notice of arbitration. The dispute shall be heard by the arbitrator(s) within forty five (45) business days of the written notice for arbitration unless extended by mutual agreement between parties. The arbitrator(s) shall render a decision within twenty (20) business days of the last day of the hearing. Save as otherwise expressly provided in this Agreement, the provisions of the *Arbitration Act* (Alberta) (as may be amended from time to time) shall apply to any arbitration undertaken under this Agreement. During any resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

## **19. GENERAL MATTERS**

- 19.1 This Agreement is the entire agreement between the Municipality and the Company regarding the subject of this Agreement, and it can be amended or supplemented only by a document executed in writing by both the Municipality and the Company.
- 19.2 If any terms of this Agreement is found to be invalid, illegal, or unenforceable by a court or tribunal having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that finding or by the severance of that term.
- 19.3 No alleged waiver or breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by a party of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 19.4 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 19.5 This Agreement shall be governed by and construed and enforced in accordance with the laws of the province of Alberta, in which the Municipality is situated and the laws of Canada applicable thereto.
- 19.6 The Company shall operate its business and shall carry on and conduct all activities within Rights-of-Way in compliance with all federal, provincial and municipal statutes, orders, regulations and bylaws as amended.
- 19.7 The Municipality represents and warrants that the terms of this Agreement are not inconsistent with the terms of any bylaw, rule or regulation of the Municipality as at the date of this Agreement.

## **20. GENERAL CONSTRUCTION STANDARDS AND SPECIFICATIONS**

- 20.1 All buried facilities in public right of ways shall be at a minimum depth of approximately 24" below existing grade.
- 20.2 Method of proposed underground facilities construction will be by directional drilling, plowing, trenching, open cut or placed in existing foreign duct belonging to other utilities as available and negotiated.
- 20.3 All underground construction will be in compliance with generally accepted standards.

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

**CANADIAN FIBER OPTICS CORP.**

\_\_\_\_\_  
Name:  
Title:

**THE TOWN OF**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

DRAFT

**Schedule A**

**Rights of Way**

Key sheet map and all sheets for the \_\_\_\_\_ Fiber to the Home build. All fiber alignments are in road and utility right of ways.

DRAFT



## **Schedule B**

### **Routine Maintenance**

The Company will annually inspect the network infrastructure to ensure the safety of the community and the operation of the network.

The inspection will take place in spring or summer months, once the ground is dry enough to inspect the infrastructure without damaging the roadways and alleys.

Depending on the type of infrastructure in the community (buried and/or aerial) the following will be inspected:

- (a) Inspect pedestals for proper orientation, erosion and physical damage
- (b) Inspect handholes for erosion and damaged lids
- (c) Inspect conduit alignments for erosion.
- (d) Inspect aerial alignments for required tree trimming
- (e) Inspect poles for orientation and damage.

**Town of Calmar**

Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Lease agreement with Weekend Market
Approved By:	CAO Losier
Agenda Item Number:	8 C

**BACKGROUND/PROPOSAL:**

The Town was approached by Weekend Market who desires to run a market on the Town’s vacant lot. The lot, located at 4718 50 Avenue, is currently a park and it is also being used as the home of the Market on Main every Friday (late afternoon-early morning).

The new entity is a private organization. They would like to lease the park to operate a market on Saturdays and Sundays.

A draft lease agreement is included in the report.

**DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:**

Council is receiving this request as Council is the legal representative for the ownership of this lot. Therefore, the decision is to be made from an owner’s perspective. Because the request is coming from a private organization, Administration believes that Calmar shouldn’t use the same approach as it did for the market on Main, which is a non-profit profit organization.

Potential options for Council are:

**Option 1** – Council pass a motion to direct the CAO and the Mayor to sign the lease agreement.

**Option 2** - Council pass a motion to direct the CAO and the Mayor to sign the lease agreement but with specific amendments as directed by Council.

**Option 3** – Council pass a motion to direct Administration to not sign the lease agreement.

Should Council agree to enter into a lease agreement, the benefit will include:

- Potentially more activity/traffic in Calmar over the weekend,
- Control on the market and its activity as the landlord,
- Use of a property that is underutilized.

The drawback could be that vendors that are in the Market on Main may decide to switch venues. The same could happen with patrons, which is basically the rule in a free and open economy. Everybody has equal opportunities. Furthermore, should the Council decide not to enter into an agreement, the private entity could enter into an agreement with another landowner. This would eliminate Council's ability to dictate rules as the landlord.

**COSTS/SOURCE OF FUNDING (if applicable)**

Cost will be minimal for the Town (about \$250 per market when morning inspection is required). Therefore, the lease agreement contains a cost to ensure the Town recovers its cost.

**RECOMMENDED ACTION:**

Council pass a motion to direct the Mayor and CAO to sign the lease agreement.

**USE OF TOWN'S PROPERTY OVER WEEKENDS**

**MEMORANDUM OF AGREEMENT ENTERED INTO AS OF THIS \_\_\_ DAY OF \_\_\_\_\_, 2023 BETWEEN:**

**WEEKEND MARKET CALMAR**

An independent corporation operating under the laws of the Province of Alberta  
(hereinafter called "Applicant")

and

**TOWN OF CALMAR**

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

**WHEREAS** Calmar owns the land identified as Lot 4A, Block 2, Plan 802-1511, also known as 4718 50 Avenue,

**AND WHEREAS** Calmar is desirous of supporting additional activities within and around its downtown,

**AND WHEREAS** the Applicant would like to utilize Calmar's property to conduct a weekend market,

**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 the Applicant to utilize Calmar's empty lot located at 4718 50 Ave for the purpose of a weekend market.

The activities, comprising of vendors, arts, and entertainment for the purpose of this agreement shall be limited to Calmar's property. The activities can take place on Saturdays and/or Sundays, between 9 am and 9 pm.

## **1.2. Cost**

The applicant will pay Calmar a user fee as described below for the exclusive usage of Calmar's property on Saturday and/or Sunday when there is a market. The fees for the weekend will be due no later than 4pm Friday preceding usage of the property.

- Saturday Market only - \$250 for the day
- Sunday Market only - \$250 for the day
- Saturday and Sunday Markets - \$300 for both days

## **1.3. Liability insurance**

Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Applicant shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality. Prior to commencing any activities under this Agreement, acceptable evidence of all required insurance must be provided to Calmar.

## **1.4. Indemnity**

The Applicant 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 this Agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by Calmar (or their agents, servants, elected officials or employees).

## **1.5. Termination**

Cause for termination or suspension of this Agreement includes, but is not limited to:

- i. failure of the Applicant to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice from Calmar,
- ii. if in the opinion of Calmar, the Applicant repeatedly defaults in the timely performance of its obligations under this Agreement,
- iii. if in the opinion of Calmar, the Applicant, and its vendors, contractors, consultants, and/or employees, conducts itself/themselves in a manner that may harm Calmar's image,
- iv. non-performance or inadequate performance by the Applicant of the Services,

Notwithstanding the above, any party may terminate or suspend this Agreement by giving 2 week's written notice, without cause to the other party.

## **2. TERM**

### **2.1. Term of Agreement**

The term of this Agreement shall be from July 10, 2023 and shall terminate on October 31, 2023. The Agreement may be extended with the consent of both parties prior to expiry.

### **3. SERVICES**

#### **3.1. Applicant duties**

The applicant shall:

- i. maintain a primary office location whose address is identified in this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder,
- ii. operate at least once per weekend, every weekend,
- iii. maintain the site functional, safe, and free of debris, littering, and/or any hazard during operations,
- iv. ensure that its employees, subcontractors, and agents comply with the provisions of this Agreement,
- v. ensure cleanliness and removal of any items, debris, or material associated with the operations no later than 10 am Monday morning following the market,
- vi. assume all costs associated with the preparation, operation, and restoration (if required) after each market,
- vii. restore the park to its original state by 10 am Monday morning,
- viii. obtain a business license and a development permit prior to initiating any operations, and
- ix. acquire any approvals, licenses, and other as may needed by the Government of Alberta, its departments and/or agencies.

Should any table, trash receptacle, or any other amenities/equipment/infrastructure/material lend to the applicant be damaged or stolen, Calmar will charge the applicant the cost of replacement +5%.

#### **3.2. Calmar duties**

Calmar shall:

- i. Ensure access to the Applicant to property every Saturdays and Sundays from 9 AM – 9:00 PM.
- ii. Calmar shall ensure park readiness for usage including but not limited to grass cutting, picnic tables, garbage's, pylons, etc.

### **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: personal delivery, email, mail or courier to:



**Town of Calmar**

Box 750, 4901 - 50<sup>th</sup> Ave  
Calmar, AB T0C 0V0  
Attention: Sylvain Losier, CAO  
Email: slosier@calmar.ca

**Weekend Market**

10488 Station Main, Airdrie Alberta  
Attention: David Merrill  
Email: ceo@weekendmarket.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.

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.

**Weekend Market**

Per \_\_\_\_\_

Per \_\_\_\_\_

**Town of Calmar**

Per \_\_\_\_\_

Per \_\_\_\_\_

**Town of Calmar**

Department Report (DR) – Office of the CAO

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	CAO Losier
Title:	Office of the CAO Report
Approved By:	CAO Losier
Agenda Item Number:	10A

**KEY INITIATIVES/METRIC:**

Budgets

During May and June, Administration started talking about a budget schedule. The intent is to bring a draft to Council in August. During this period, we also confirmed that it would not be possible to do both the trail by the school and the Woodland Park projects. This came to Council early July for reallocation of funds to the trail by the school.

Administration has started to gather information for the upcoming capital budget.

Liabilities and risks

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

- Cross-training for payroll is continuing (depth of administration liability).
- OHS requirement: select staff are continuing their training.
- Emergency management ICS 200 course was done.
- User fee – missing components were brought to Council in June with the intent of completing the process in July.
- Procurement policy was done and is being applied.
- Land Use bylaw: 2 redistricting have been initiated as well as the consolidation to include all amendments to bylaw 2023-16.

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

The collective workplan for 2023 is almost done. It will be shared with Council by email once ready. Administration has also advanced discussion about enforcement. The strategy will be presented to Council shortly.

**ITEMS NEEDING INVESTIGATION:**

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



- Administration will continue the process for developing a ranking of the bylaws and policies to facilitate their review.
- Council has recently identified 3 priorities. Administration will develop a framework for each and present these in August.

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 May and June Growth reports, 7 development permits were issued. Administration had other development discussions, but these have not yet translated to development permit applications.

Subdivisions

During May and June, Administration had conversations with Avilia Development. This will require a redistricting. Administration also had discussion with a few owners that are investigating subdividing their lots in 2 or more parcel. The redistricting along 50 Street initiated in July is one of the projects that were discussed in June.

Redistricting / LUB amendments

During these two months, there was no redistricting. Administration took the opportunity to pursue the consolidation of the LUB. This will be presented to Council in August.

Compliance certificate

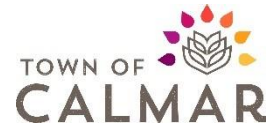
During this period, 3 compliance letter request was processed. Processing period for these applications took 4 days on average.

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

Once the redistricting initiated in July are done, Administration will approach the University of Alberta to see if a planning studio could be done. The intent would be to explore the LUB options that could provide more flexibility to the residential districts.

**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:	July 17, 2023
Originated By:	H. Bryans
Title:	Corporate Services Report
Approved By:	CAO Losier
Agenda Item Number:	10 C

**KEY INITIATIVES/METRIC:**

- Property taxes were levied May 5<sup>th</sup> in the amount of \$3,059,735.
- Administration has heard minimal feedback, positive or negative, regarding 2023 property taxes.
- Assessment open house was held May 24<sup>th</sup>, we had one person attend and there was no change to the assessment of the property.
- Owners of the mobile home park have been providing us with up-to-date information on the movement within the park as per MGA legislation.
- Attended both the Society of Local Government Managers conference and the Government Finance Officers Association conference in May. Topics ranged from government funding, asset retirement obligations through to workplace culture.
- Leah & Karen have completed their OH&S auditor training, they will be scheduling an audit to perform to complete their certification.
- In-house first aid training for six staff took place late June, several others are still certified and will do the refresher course later this year.
- Late in June we received five property assessment revisions. Two had no financial impact and the remaining three reduced our tax revenue by \$984.00.

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

- In June we were notified by Hypercharge of our first remittance for the EV charger. The payment is in the amount of \$86.25 and covers the period of January through May. March saw the highest usage (155 minutes) with May (118 minutes) and January (110 minutes) being close. February had no usage and April had 14 minutes. As per conversations with Council Administration is looking into this issue to see if there is a possible solution.

- First round of utility bills with the \$2 paper copy fee have been sent out at the end of June. This resulted in total charges of \$986.00 to help offset the cost of printing, stationery, and postage. We now have just under 500 accounts enrolled in e-billing.
- The tax recovery public auction will be held on September 29<sup>th</sup>. There are five residential properties and three designated manufactured homes going to auction for tax recovery.

**ITEMS NEEDING INVESTIGATION:**

- Currently I am working with the CAO to develop a budget schedule as budget season is fast approaching.

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



**Town of Calmar**

Department Report Enforcement Services

MAY - JUNE

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	P. Leggio
Title:	Enforcement Services Report
Approved By:	CAO Losier
Agenda Item Number:	10 D

**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.
- Bylaw Enforcement was the major focus as directed by Department Head / CAO LOSIER.
  
- 2023 DEPARTMENT STATISTICS ATTACHED.
  
- NOISE SOUND RECORDINGS ATTACHED.
  
- USIGHTLY UPDATE:
  - 8 UNSIGHTLY YARD IDENTIFIED
    - 6 WERE CLEANED UP
    - ONE WAS CLEANED/CHECKED/ THEN MESSED UP AFTER CHECKED. START PROCESS OVER ON THAT YARD.
    - 1 YARD LOOKS TO BE HEADED TO BE CLEANED BY TOWN. JULY 14<sup>TH</sup> CHECK DATE.
      - WILL PROBABLY END UP IN COURT AS OWNER NON-WILLING OR COMPLIANT.
  - 4 NEWLY IDENTIFIED YARDS.
    - PROCESS TO START SHORTLY WITH REMEDIAL ORDER.



- 27 LOT REMEDIAL SENT OUT.
  - JULY 13<sup>TH</sup> IS LOT CHECK DAY. OUTSTANDING LOTS NON-COMPLIANT, OWNERS WILL GET CALLED/ MAILED, SCHEDULED CLEAN DATE BY CONTRACTOR.
  
- **ALL FINES AND RELATED COSTS FO LAWN CARE OR UNSIGHTLY CLEAN UP, TO BE PLACED ON TAX ROLL.**

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

- Spoke with new candidate for CPO – Lining up equipment and liaising with Thorsby on what and how the shifts will look like.
- Devon MOU has been signed by both municipalities.

**ITEMS NEEDING INVESTIGATION:**

- Looking at overnight shifts partnering with Devon.
  - Calmar/Devon unit to be used every other shift to equal resource costs.
  - Time spent in each municipality equaled over a ten-hour shift.
  - No set times in each municipality during shift to ensure maximum visibility through out the night.
  - RCMP notified when shift takes / shift start and end time, take place, for safety and response time if required.

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

# 2023

## CALMAR ENFORCEMENT DEPARTMENT STATISTICS

MONTH	TOTAL FOR THE MONTH	CALSS FOR SERVICE	TRAFFIC STOPS	TRAFFIC TICKETS	TRAFFIC WARNINGS: - Seatbelt; - Documents; - Vehicle equip; - etc.	COMMUNITY ENGAGEMENT: - Schools - Curling Rink; - Arena; - Business; - Events.	REQUEST RCMP ASSISTANCE: - DUI; - Warrants; - Incident direction.	RCMP DIRECTED CALL: - Domestic; - Complaints; - Gun; - Child custody.	RIDE-ALONG
<b>JANUARY</b>	200 in 16 SHIFTS	94	26	28	3	35	5	9	0
<b>FEBRUARY</b>	190 in 11 SHIFTS	82	25	29	6	28	6	14	0
<b>MARCH</b>	213 IN 18 SHIFTS	80	102	75	27	31	6	13	1
<b>APRIL</b>	190 IN 17 SHIFTS	99	41	37	4	30	8	15	2
<b>MAY</b>	308 IN 14 SHIFTS	199	45	31	14	26	12	26	0
<b>JUNE</b>	281 IN 18 SHIFTS	147	34	28	14	28	8	22	0
<b>JULY</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000
<b>AUGUST</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000
<b>SEPTEMBER</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000
<b>OCTOBER</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000
<b>NOVEMBER</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000
<b>DECEMBER</b>	00000	0000	0000	0000	0000	0000	0000	0000	0000

<b>YTD</b>	<b>1382 IN 94 SHIFTS</b>	<b>701</b>	<b>273</b>	<b>228</b>	<b>68</b>	<b>178</b>	<b>45</b>	<b>99</b>	<b>3</b>
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## SOUND TEST DATA

<u>ITEM</u>	<u>GAS</u>	<u>DEISEL</u>	<u>ELECTRIC</u>	<u>DB"S - LOW</u>	<u>DB"S HIGH</u>
CAR	YES			91	94
SUV	YES			91	96
TRUCK - 1/2	YES			102	121
TRUCK - 3/4	YES	YES		118	122
TRUCK - 1T		YES		118	123
LOADER		YES		110	116
GRADER		YES		108	112
MOWER	YES	YES		98	114
STREET CLEANER		YES		108	112
DUMP TRUCK		YES		112	116
SNOW BLOWER	YES			100	110
MITRE SAW			YES	116	121
SKIL SAW			YES	93	96
TABLE SAW			YES	115	119
DRILL PRESS			YES	92	95
MOTORCYCLE	YES			98	123



**Town of Calmar**

Department Report Emergency Management

MAY JUNE

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	P. Leggio
Title:	Emergency Management Report
Approved By:	CAO Losier
Agenda Item Number:	10 E

**KEY INITIATIVES/METRIC:**

- ICS 300 in class: Looking to secure same instructors for November 2023
- Working on pamphlet regarding procedures during an emergency event.

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

- First draft of Regional Partnership Bylaw was proofed, feedback is being given to Leduc County.
- Looking at a late September launch for 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.
- Working on template for the Emergency Management section of website more detailed with information on our Town services and information on what to do during an emergency event.
- First tabletop information session for Calmar Emergency Management Committee, looking at September 2023, second session December 2023
- First tabletop information session for Calmar Emergency Management Team Section Chiefs, looking at September 2023, second session December 2023

**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:	July 17, 2023
Originated By:	E. Melesko / G. Nielson
Title:	Public Works Report
Approved By:	CAO Losier
Agenda Item Number:	10 F

**KEY INITIATIVES/METRIC:**

- 43 Ave Fire Hydrant Replacement
- 47 Ave & HWY 795 water main isolation valve replacement
- 48 Ave & HWY 795 water main isolation valve replacement
- 4803-50 St sanitary service replacement from sanitary main to property line
- 4713-50 St sanitary service replacement from sanitary main to property line
- 4712-48a Ave sanitary service replacement from sanitary main to property line
- 51 St & 51 Ave hand deliver construction notices to residents + start construction on sanitary main replacement.
- 16 Bacteriological drinking water samples taken.
- 18 wastewater samples taken (W50 & W50C)
- 112 Chlorine samples taken from reservoir + distribution system.
- Confined Space Entries x5
- Southbridge fountains in place and turned on.
- May & June Building Inspections completed.
- May & June Alberta Environment & Parks Drinking Water Reports submitted.
- Update Pumphouse, Program Centre, Old Firehall SDS forms
- Water Meter Replacements x5
- C.C's operated/repared x9.
- Received 4x new aerator assemblies from Engineered Pipe Group for cell #1
- Spring clean up. 38 truck loads to landfill for a total of 47 421 lbs.
- Cell #1 South cable replaced and South Aerators re-wired.
- 3x Aerators in Cell #2 re-built.
- Street Sweep Breton + Warburg
- West Lagoon intake screen built + in place for Aspen Leaf
- Hydrovac + Clean all catch basins in town.
- Gravel Industrial Park Storm Pond

- Turn on Spray Park
- West Lagoon Grading + Landscaping Maintenance
- Mowing West + East Lagoons + Industrial Park Storm Pond
- Completed flushing all town fire hydrants.
- Set up/tear down Farmer's Day Breakfast + Business BBQ
- Pick up's + prep for Canada Day event.
- Lower dog park fence
- Continuously pump industrial park storm pond after heavy rainfall
- Assisted Parks Department. (Prepping for multiple ball tournaments, repairing broken soccer nets, watering flower beds/barrels, hanging baskets on main street, placing flower barrels around town, cutting grass at woodland park, 52 St ditch, ball diamond park, main street park, community hall & Zolner field.)

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

Staff Training:

- Ed Melesko: AMHSA Loader training
- Graydon Nielson: AMHSA Loader training, ICS 200 In-Class, Asset Management Course
- Shawn Steil: AMHSA Loader training
- Mike Fudge: AMHSA Loader training
- Kevin Murphy: ICS 200 In-Class

**ITEMS NEEDING INVESTIGATION:**

N/A



**Town of Calmar**  
Department Report (DR) - ED

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 2023
Originated By:	S. McIntosh
Title:	Economic Development Report
Approved By:	CAO Losier
Agenda Item Number:	10 G

**KEY INITIATIVES/METRIC:**

1. May and June have been exciting 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. We held our first Business BBQ for our local business leaders and their staff in June. What a great day and what great feedback of appreciation from the local businesses.
2. We have reimagined our business spotlights and have decided to keep them as an interview with pictures of the business, instead of videos. The cost to do 12 videos per year minimum, is not feasible. Our first interview is with Yesterday's Treasure Market. They are excited to be our first and having a July 1<sup>st</sup> debut coincides with their 5<sup>th</sup> anniversary.

**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

1. The sale of two of the vacant properties owned by the Town of Calmar are being resourced and an RFP has gone out to choose a local real estate professional to handle the sale of the properties while keeping our conditions held. In July a Real Estate Professional will be chosen and the lots will go up for sale.
2. The sponsorship of the arena boards is going forward. We have purchased the Lexan pieces that will go in front of the current boards that advertising can fit behind. The Lexan is being installed in July and we have our first business wanting to advertise! We expect many more businesses to jump on the bandwagon once the first one is installed.

**ITEMS NEEDING INVESTIGATION:**

1. We are continuing to look into opportunities to increase our choices of internet providers, etc. We have been contacted by a rural fibre company that looks promising. There will be more meetings in July to help facilitate this opportunity to its fullest extent.
2. We are planning out the next business breakfast in the fall. We will begin a new phase of the breakfasts where we will be engaging local businesses to provide a presentation or a talk on how they support local businesses and how our businesses can take advantage of this. We are starting with a financial presentation from our local ATB around "Business Growth – Stop Dream, Start Doing!"

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

**Town of Calmar**

Department Report (DR) - PR

Meeting:	Regular Council Meeting
Meeting Date:	July 17, 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:**

**RECREATION**

From a recreation side, the Carnival and Calmar Canada Cup have come and gone. Both were successes, Wild Rose Shows presale tickets made local businesses some money by having them sell tickets prior to the event. Calmar Canada Cup had right around 1000 people attend throughout the day. It took considerable time to plan and organize but the pay off was great. We had 10 total sponsors for the event ranging from donations to monetary sponsorship.

Planning and registration for the summer camp went very well. Half the camps are at capacity and initial feedback has been great (numerous participants have asked to register for more weeks).

Developed outdoor sports field policy. Ice usage is being finalized and ice policy is being worked on. Youth leadership ran a scavenger hunt with prizes donated from local businesses. Continued discussion/investigation regarding booking software, e-commerce and website. Blue Sky on retrofitting arena is ongoing, much is dependant on grant availability. Begun tentative scheduling in the Calmar schools for the upcoming year (pickleball and volleyball).

Staff completed recertification of first aid, basic emergency management, ICS 100 and ICS 200. Mr. Miller has Sport and Recreation Management Graduate Certificate targeted for December 1 enrollment.

**PARKS**

Many activities occurred including:

- 5 Shubert choke cherry trees planted in Woodland Park and 2 apple trees planted in the Hands up Park,
- Shrub bed removed at the east end of Beyond Peace Park and replaced with sod,

- Path border in the front of Woodland Park replaced with fresh cedar mulch & other upgrades completed.
- Locates have been submitted to relocate trees from east side of Skate Park to Beyond Peace Park in preparation for potential East side retaining wall alteration at Woodland Park.
- So far since April we've cut roughly 480 acres of green space, west hill was planted with annuals.
- Communal garden planted and growing nicely.
- 3 fans replaced under manufacturer defect warranty on adiabatic condenser on ice plant prior to 2023/2024 ice season no cost to town.
- All parks were treated for broadleaf weeds.

### **NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

#### **RECREATION**

As for new ideas/trends, here goes:

- Staff will be continuing to attend upcoming RecPro meetings as well as hosting September here in Calmar.
- With the program center getting internet, it opens ability to book more users. We had a E-Gaming team interested in booking for practices pre installation of internet, will follow up.
- Woodland Park RFD going to Council..
- Several musicians looking to develop weekly jam sessions.
- Wild Rose Shows and Rec Coordinator Miller in discussion for future dates/multiple dates.
- Have gone to a marketing company in regard to website to temporarily "manage" website until it can be properly modified/updated/enhanced. Rec services software companies continuing to inquire as to where we are going with ours.
- With Lacrosse in Calmar for practices, next year looking to host games. Looking at park modifications for enhanced opportunities.
- Upcoming grant applications for a multitude of items ranging from events to programming.
- Pickleball and Volleyball are coming as programming this upcoming year beginning in September, looking at a youth drop in night as well at the school gymnasium.
- If a bus is secured, will have transportation to various centers for recreation and activities for youth, adult, and seniors (example being seniors walks, shopping, LRC trips, TRI leisure trips, Edmonton trips, museum etc.)
- Developing sitemap for Calmar Recreation Grounds to make it easier from an administration/participant side as well as a Fire Services side.

#### **PARKS**

- Looking at hosting Arena Level 2, which would bring people into Calmar as well as give us a free spot to participate.

- Advertising will be going up in the Arena, looking to keep current with that. Live Barn will go up when we have appropriate internet to do so.

#### **ITEMS NEEDING INVESTIGATION:**

##### **RECREATION**

- Recreation is waiting for arena internet. Live Barn agreement is on hold until internet has been secured.
- New ways to gain access to program center are being investigated and priced out to see viability.
- Website site map needs to be gone through for significant streamline/enhancement then significant upgrade needs to be done.
- Still investigating with administration recreation software/registration modules and e-commerce module and pros vs cons.

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:	July 17, 2023
Originated By:	L. MacDonald
Title:	FCSS Report
Approved By:	CAO Losier
Agenda Item Number:	10 I

**KEY INITIATIVES/METRIC:**

- FCSS has completed a list of courses in May and June. Health and Safety Auditing course through AMSHA. Mental Health First Aid training, covered at no cost through Rural Mental Health and lastly completed Standard First Aid.
- Successfully completed our Seniors Luncheon at the Legion for Seniors Week. There was a great turn out, and amazing feed back from the seniors. We had a total of 75 seniors join us for lunch.
- In June FCSS assisted Leduc County with World Elder Abuse awareness week, we had free purple flowers being handed out at the Town Office with an elder abuse information package and having purple flags at Woodland Park showing support.
- With school coming to an end in June, FCSS was attending meetings with the secondary school support staff to effectively support families during the summer months.
- FCSS continued social media posts, covering national days, unsightly posts, and pride. FCSS also put out chalk in three separate locations in Town in support of pride month and a flag flying at the Mike Karbonik Arena.
- FCSS applied for a Rural Mental Health grant of \$5525 for Truth and Reconciliation Day coming in September.
- FCSS has completed the second draft of the Annual Report per councils' direction.

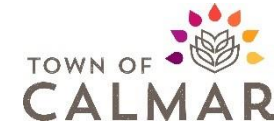
**NEW IDEAS/TRENDS/PROGRAMS/SERVICES:**

Truth and Reconciliation. September 30<sup>th</sup> FCSS would like to honour Truth and Reconciliation Day with our Indigenous communities with a flag raising ceremony, Bannock making, and Orange Shirt Day logo contest. Recreation and FCSS met with Mitch Wincentaylo from Treaty Partner Consulting & Advising in June.

**ITEMS NEEDING INVESTIGATION:**

- Truth and Reconciliation Day events.
- The second draft of the Annual Report.

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:	July 17, 2023
Originated By:	CAO Losier
Title:	Growth Report – June 2023
Approved By:	CAO Losier
Agenda Item Number:	10 J

**BACKGROUND:**

The following table depicts the development permit activities in June 2023.

Permit #	Date	Civic Address	Applicant	Project	Value	Variance	Type	Authority	Comments
2023-010D	May 3	4406 - 50 Ave	Jijo Weld Inspection	develop industrial lot	\$160,000.00	no	N/A	Development Officer	N/A
2023-011D	May 23	9 Evergreen Cres.	Legacy Custom Homes	new home	\$200,000.00	no	N/A	Development Officer	N/A
2023-013D	May 26	7 Southbridge Dr.	Chad & Kathleen MacLellan	deck expansion	\$15,000.00	no	N/A	Development Officer	N/A
2023-014D	June 5	42 Southbridge Dr.	London Homes	new home	\$300,000.00	no	N/A	Development Officer	N/A
2023-015D	June 5	21 Southbridge Dr.	London Homes	new home	\$310,000.00	no	N/A	Development Officer	N/A



Mayor Sean Carnahan  
Council Report May/June 2023

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

**May 15<sup>th</sup> - Zyp Art Gallery - attended** a conversation with artist Diana Templeton and her new art display My Authenticity. Met with members of the art gallery and the founding families. It was great to meet Ms. Templeton and hear about her transition into the love of art and then to tour and look at many of her works.

**May 18<sup>th</sup> – Leduc Regional Housing Foundation-** attend inaugural Breakfast fundraiser as a board member of the LRHF. The event was a great starting event with the purpose of the breakfast to expand the image and brand of the foundation, while raising much need funding for future housing needs within the Leduc County region. Information was presented by the foundation from the senior leadership team on the pillars the foundation has chosen to hold as their strategic plan and how these pillars support the housing needs of seniors, low income and anyone needing a special hand up in life. The fundraiser raised \$14K.

**May 18<sup>th</sup> – Capital Region Southwest Water Services Commission** - reviewed managers and treasurers report. Reviewed 2020 Master Plan Rate Comparison presented by Associated Engineering. Reviewed and made recommendations on the Remuneration and Expense policy for the commission.

**May 25<sup>th</sup> – Leduc Regional Housing Foundation** - Attended regular meeting of LRHF board. Ron Kruger was congratulated on his retirement from the finance committee after serving for several years as a member at large on the finance committee. The finance committee presented a high-level review of the foundation financial position. Finance results were returned to administration to review a couple of errors identified during presentation. A debrief of the Municipal Conversation VII was presented by the Governance committee with positive remarks from surveys and ideas for improvements in future years. Reviewed success, challenges and improvement lists for the Breakfast Fundraiser that was held in mid-May. Waitlists for lower income housing are only getting longer.

**May 30<sup>th</sup> – Special meeting of Council** – a delegation presented to council a conversation about pride month and requested that council identify ways to open up the communication and acceptance of pride within the community. Workshops were held to discuss, unsightly premises action plan, Land use bylaw consolidation and strategy moving forward, pre planning on Budget 2024-2027 with council's expectations and how to best gain community involvement. The council reviewed the annual report

that it would like to complete and get into the public's hands. The council also reviewed and committed to specific parades and local markets to make ourselves present to the community.

**June 12<sup>th</sup> – 2561 Misiwete Royal Canadian Army Cadets** – attend evening with the cadets as the reviewing officer. This was a unique event where the cadets presented in parade fashion their uniform and ranks. The young adults were nervous but did a great job. Captain Jeff Fry then presented annual awards and rank promotions to several individuals. It is very nice to see the organization being successful in our community.

**June 15<sup>th</sup> – Leduc Regional Housing Foundation - attend** finance committee meeting virtually. Reviewed financial results for April and May for LRHF and Government of Alberta operated portfolios. The April Snapshot was reviewed after being sent back by the board for corrections. Corrections were made. 2024 LRHF and GoA budgets were reviewed and approved by committee to be presented to the board for approval or comments.

**June 22<sup>nd</sup> - Summer Municipal Leaders' Caucus – attended** Alberta Municipalities summer caucus in Spruce Grove. The future of municipal government and recommendations on enhanced collaboration was discussed in roundtable formats, Information was shared with municipal leaders on water management, infrastructure needs, trends and planning. A debrief Provincial election results and minister appointments was presented. Spruce Grove as the host community took the leaders through a visual tour of what makes that community great, their strategic plan and their future.

**June 30<sup>th</sup> – Ten or Less** – Attended the grand opening and ribbon cutting ceremony of Ten or Less, a new low-cost clothing store opened within our community.

## **Council Report**

**Don Faulkner**

July 17, 2023

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

### **June 3/23, Leduc Rodeo Parade**

- Participated in the parade with Councillor Gardner. Also participating Sylvain and Ryan, thank you for the help, it was greatly appreciated. Thank you for your time and energy at the ball diamonds later throughout the day.

### **June 5/23, ICS 1-00 Course**

- Took and passed the course in preparation for the ICS 200 later this week.

### **June 5/23, Regular Council Meeting**

- Refer to Calmar Web Site for agenda and minutes.

### **June 7 & 8/23, Emergency Training, ICS 200**

- This 2-day course was interesting, and it was good to see our council and staff taking the steps to being prepared for an emergency if one was to come our way.

### **June 7/23, Seniors Week Luncheon**

- Attended and gave opening remarks from the town. Appeared to be well attended, I estimated that there were around 80 seniors, counting me 😊

### **June 8/23, Rotary Breakfast**

- Cancelled

### **June 10/23, Farmers Days Pancake Breakfast**

- Helped with the set up and take down, cooked sausages. The folks that came seemed satisfied and the "State of the Town" given by the mayor seemed to be well received.

### **June 12/23, Calmar Business Brunch**

- I attended, flipped burgers, and mixed with the attendees. The event fell a little short with not all the businesses that committed to come, came. Always a learning experience and I'm sure this will have a review of what was good and where it can be improved.

### **June 13/23, Submitted CAO Review Worksheet**

- FOIP

### **June 14/23, Seniors Meeting**

- Business from the minutes: LED lights being installed by Grand Prix Contracting (\$5000), Calmar Days hot dog sales (looking for volunteers), raffle update (sold a few at farmers days, uptake is slow), fund raiser on Sept. 30 from 9:00-4:00 (market, renting tables for \$15).
- New Business: Having the kitchen certified, monthly submissions to the Chronicle, Camrose Casino requested and was given a letter of support to move.
- Reports: Bus Committee (some discussion regarding rental/purchase), Maintenance Committee (office space update, gas meter to be replaced).
- Social Committee (working on details of hot dog sale on Calmar Days)
- Financial Committee (everything is good)
- Next Meeting Sept. 13/23 @ 1:00.

### **June 16/23, Chamber Golf Tournament Leduc**

- I share a cart with Leduc's MLA Brandon Lundy. Also on our team were Glen Finstad, City of Leduc Councillor and Robert Gaetz a commercial realtor out of Edmonton that has roots in Leduc.
- Had some general discussion about what is happening in Calmar and focused on Legacy Wells with Brandon (I know he's not our MLA, but he might be able to support our new MLA, if he knows some history).

### **June 19/23, Regular Council Meeting**

- Refer to Calmar Web Site for agenda and minutes.

### **June 20/23, Meeting with Council to go over CAO Review**

- FOIP

### **June 21/23, Leduc & District Regional Waste Management Commission Meeting**

- **Mike Peters, Commission Manager**, provided an overview of the Manager's Report: **Strategic Plan Priorities** (reviewed by Technical Committee) will be brought forward at the October Board meeting to review and adjust priorities. **PDO Project**, our consultant, is planning to complete calibration of sensors in the Household Hazardous Waste area. **Organics Processing**, approximately 50% of incoming material in May met acceptable contamination levels and was transferred to Roseridge (organics contamination is an ongoing issue and different efforts are being made to help reduce the contamination, the newest method is by Leduc with its AI cameras doing real time analysis on bins as

they are being collected). **Cell 5 design** is complete and construction tender is open. **Action list** was reviewed.

- **Mike Horvath, facilities manager, GFL Environmental** provided an overview of the Operator's Report: **PDO**, GFL erected a page wire fence around the PDO to stop windblown litter from escaping the PDO area. **Bird Program**, now that the Franklin Gulls have arrived the bird program has been extended to 7 p.m. on weeknights. **Cooking Oil Program**, GFL added a cooking oil disposal bin in the PDO area (something we need to make sure that our residents know, it's also available at the ECO Center and could save these products going down the drain and plugging our pipes). **Leachate Evaporation**, because of the dry spring, leachate levels are the lowest ever, but as the rain comes this will change.
- **Lee Harris, Director of Operations** provided an overview of the Directors Report: **Operators Agreement**, RFP for the Operators Agreement was successfully posted to the bids and tenders' site on June 6<sup>th</sup>. **Board Reporting**, all the sources for information on tonnage, soils, site activities and projects have been shared, the goal is to have 10 years of historical data to reference by the end of 2023. **PDO Electrical**, several issues were discovered and will need to be rectified, meeting scheduled to determine next steps. **Goodwill Pilot Project** is being well received by most of the citizens visiting the site. **Investigation of Shared /Service Opportunities**, upon review of potential security sharing it was determined that it was possible at this time, we are keeping the door open for potential future opportunities. **Bird Program**, overseeing GFL and contractor. **Site Improvements**, PDO inspections were completed on May 17<sup>th</sup>, landfill inspection (4 hour walk around) was conducted, these inspections will be done regularly. **Collaboration with Roseridge Commission**, met with Susan Barry and Zach Breshears at their site to discuss organics contamination, good discussions and developing a good working relationship for sharing information and best practices, will be meeting monthly. Soils Inventory, tracking documents for soils inventory needs to be revamped to better illustrate the stockpiles, current and future needs and uses. **Landfill Card Access Systems**, a benefit from recent visit to Roseridge was a demonstration on their scale software "Flowpoint", might be something for us to consider. **Shredder/Baler Warranty**, still investigating status. **Construct Records Management System**, ongoing.
- **Darren Mitchell, Commission Treasurer** Presented commission with options for the PDO Bins. Motion was made and passed to approve Bin Procurement not to exceed \$320,000.

### **June 23/23, Market on Main**

- Was given the impression that we weren't manning the Calmar booth, so I made other plans. While walking my dog noticed that the Calmar booth was set up and no one was there, informed Sylvain and he had someone take it down later.

### **June 24/23, Dog Park Reopening Ceremony**

- Good showing by council and staff, poor turn out by the public. Thank you, Sandra, and Sylvain, for your efforts.

## Krista Gardner Councillor Report

June 2023

June 1<sup>st</sup>- Edmonton Regional Waste Advisory Committee Meeting

This group is composed of elected officials and technical staff from municipalities in the Edmonton area and have a mandate to work together to find opportunities to reduce waste. We met in Sherwood Park at the utilities office for the meeting portion of the morning followed by a tour of Strathcona County's recently expanded Hodge Podge Lodge. Key points of the meeting included a presentation from the City of Edmonton on their recently approved Single Use Item Reduction Bylaw, coming into effect on July 1 and a review of the Circular Economy event that recently took place in Strathcona County. The tour of the Hodge Podge Lodge was inspiring. The Lodge was recently expanded into a new, larger building with more hours. It is primarily run with the support of volunteers (approx. 45 full time positions) and they seek to divert usable items from the landfill. Items are donated, weighed, sorted and put out for free pickup. When taking items, they are weighed again to ensure accurate numbers of materials diverted can be reported. There was everything from children's toys to craft supplies, office supplies to records. If anyone has an opportunity to check it out, definitely do so!

June 1<sup>st</sup>- Calmar Elementary School Parent Teacher Association Meeting

I attended the PTA meeting to present the cheque for \$40 000 that is our contribution to the accessible playground being built at Calmar Elementary School. Huge thanks go out to the members of the PTA who have tirelessly fundraised for the last 2 years to make this project happen! Their commitment and efforts have been phenomenal, and I am so excited to see the playground come to fruition this summer. They are looking for volunteers to assist in the building of the playground as a further way to reduce costs. I will provide more information when available.

June 3<sup>rd</sup>- Black Gold Rodeo Parade in Leduc

What a gorgeous morning to take our float to Leduc to promote Calmar! I even had the chance to speak with the University of Alberta Marching Band Director as they were placed in behind us during the marshalling. Maybe we can bring them to Calmar Days and make our parade even bigger and better!

June 5<sup>th</sup>- Regular Meeting of Council

June 7<sup>th</sup> – Incident Command Systems 200 Day 1

I appreciate the opportunity to take this training alongside several of our staff and Council members. The scenario discussions were very helpful in determining the needs of Calmar and our response in the case of a widespread emergency situation. This was particularly timely due to the early start of the wildfire season which has impacted many of our fellow municipalities.



June 7<sup>th</sup>- 2023 Seniors Week Luncheon

I was thrilled to be able to break bread and interact with the 80+ local seniors who came to our annual Seniors Week event. Thank you to our seniors who make untold contributions to our community.

June 8<sup>th</sup>- Incident Command Systems 200 Day 2

June 9<sup>th</sup>- State of Leduc County Address

I appreciated the opportunity to hear from Leduc County Mayor Tanni Doblanko about the achievements of the County in 2022 and their plans for 2023.

June 10<sup>th</sup>- Farmer's Day Pancake Breakfast

I volunteered along side the incredibly committed Rec Board volunteers to serve pancakes and sausage in the parking lot of the arena. We had a great turnout! Thanks to our event sponsor- Chris Feist Re/Max Real Estate for the support! Mayor Sean Carnahan gave a brief speech highlighting some key activities of the Town and Council during 2022. I'm looking forward to formalizing the address next year into more of a "State of the Town" type event.

June 12<sup>th</sup>- Business Community BBQ

I was pleased to be able to attend our first ever summer Business BBQ event along with Councillor Faulkner. While we had similar turnout from our local business community as our previous breakfast events, it seemed less busy due to the come and go nature of the event during the lunch period. I did love that we held the event on 49<sup>th</sup> st next to the Town Office, which we barricaded off for the period. It was great to be outside on a beautiful afternoon, talking to our local business owners and employees.

June 14<sup>th</sup>- Alberta Municipalities Summer Municipal Leaders Caucus- Delburne

As a member of the ABmunis board, I attended the Summer MLC event in Delburne. Presentations were made on the importance of water and water infrastructure, including a review of updates to ABmunis Water Management Principles, a review of the Future of Municipal Government: Recommendations to Enhance Collaboration, a brief update from Cathy Heron, President of ABmunis and Mayor of the City of St Albert, regarding advocacy work and a presentation from Dan Rude, CEO of ABMunis, on business services to assist municipalities in their everyday business. The locally led session was presented by Mayor Tim Wilson and consisted of a description of the working relationships between Delburne, Red Deer County and the City of Red Deer and how they have built collaboration for the benefit of the Village of Delburne. I appreciated the opportunity to visit Delburne and hear the perspectives of many of my elected colleagues.

June 16<sup>th</sup>- Alberta Municipalities Municipal Governance Committee

June 17<sup>th</sup>- Timbits Soccer Jamboree

While not attending as a member of Council but rather as a parent, I wanted to take a moment to highlight this event in Calmar. Calmar Minor Soccer organized and successfully held a fantastic event for children in our community. Both u5 and u7 players from all around the region were able to play soccer in a tournament held at Calmar Secondary School. There were hundreds of kids, parents and grandparents in attendance, and it was a ton of fun! Great job, Calmar Minor Soccer!

June 19<sup>th</sup>- Yellowhead Regional Library Board Meeting

The YRL Board Meeting opened with an educational session of Workplace Inclusion and Diversity. This was followed by the business items of the board. Highlights include the appointment of Grant Thornton to be the auditor of YRL for 2023-2025. We also appointed a new member to the e ad hoc Finance and Membership Agreement Committee. We then heard information items such as 2021-2022 On-Reserve/On-Settlement Grant Report Summary, which details the activities and expenditures of the provincial grant relating to indigenous relations in libraries. We also reviewed updates to several internal policies such as Board policy, Trustee policy and Finance policy among others.

June 19<sup>th</sup>- Regular Council Meeting

June 20<sup>th</sup>- Special Council Meeting

June 21<sup>st</sup>- Alberta Municipalities Summer Municipal Leaders Caucus- St Paul

I attended the St Paul edition of this event with Councillor McKeag-Reber. Huge thanks to her for driving all the way to St Paul and back with me. It would have been a long, lonely time without her. The contents of the MLC were the same from place to place with the exception of the locally led session. Mayor Maureen Miller spoke about the work that St Paul has done with their surrounding treaty neighbour, which was especially appropriate given the June 21<sup>st</sup> is National Indigenous Day. We were treated to a fantastic meal from local indigenous owned restaurant Twisted Fork, who spoke about the locally sourced ingredients and their importance in their culture. Thanks to St Paul for hosting us!

June 21<sup>st</sup>- Recreation Board Meeting

The Rec Board had another jam-packed agenda, discussing upcoming programming opportunities, development of local parks and a proposed update to bylaw that governs the Rec Board's activities. We spent the majority of our time talking about the imminent first annual Calmar Canada Cup and of course, Calmar's premier event- Calmar Days.

June 22<sup>nd</sup>- Alberta Municipalities Summer Municipal Leaders Caucus- Spruce Grove

I continued the last of my 3 dates for Summer MLC in the beautiful city of Spruce Grove. Mayor Carnahan and I attended this final session. In addition to Mayor Jeff Acker and his presentation of the State of the City of Spruce Grove address, we had the opportunity to participate in a live media call for ABMunis President Cathy Heron and the continuation of our election campaign "Think Alberta, Vote Local" which has now become "It's Time to Talk!".

ABmunis is working very hard on bringing the issues of municipalities to the forefront of the new government's mind and I appreciate all the local elected leaders attending Spruce Grove participating in the event to show their solidarity.

June 23<sup>rd</sup>- Alberta Municipalities June Board Meeting

June 24<sup>th</sup>- Calmar Dog Park Grand Opening

We held a second Grand Opening for the Dog Park because the first try was in November, and it was so cold! I love this new addition to Calmar and was thrilled to see out living their best lives! Also, thanks to their people for bringing them! We continue to hear feedback on how great it is to finally have a dog park in Calmar and some ideas to make it even better!

June 29<sup>th</sup>- Real Talk with Ryan Jespersen

I made my talk show debut on Real Talk with Ryan Jespersen! I attended a roundtable discussion along with fellow ABmunis board members Trina Jones, Mayor of the Town of Legal and Cathy Heron, Mayor of the City of St Albert and ABmunis president to bring our "It's Time to Talk" campaign to the masses. You can find the video link here: [https://www.youtube.com/live/c\\_w\\_fHPL0xY?feature=share](https://www.youtube.com/live/c_w_fHPL0xY?feature=share) One of the key points made is the importance of being aware of what's happening in your own community and to get involved. As elected officials, we need the support of our residents to convince other orders of government to support our needs.

June 29<sup>th</sup>- Recruitment Committee Meeting

Mayor Carnahan, Councillor McKeag-Reber and I met with CAO Losier to discuss the legislatively required Annual CAO Performance Review. We had a great discussion about future needs and goals for the Town. Looking forward to the future!

June 30<sup>th</sup>- New Business Grand Opening- Ten or Less!

I was thrilled to be able to attend the Grand Opening and Ribbon Cutting for a new clothing store on main street in Calmar! Mayor Carnahan, CAO Losier, Economic Development Officer McIntosh and I attended to show our support to the new business. I wish them all the best in their endeavors, and I hope they will be very successful! Welcome Ten or Less! Please go and check them out!

Wow! What a busy month! I am so pleased to see people out and about, enjoying the many activities, events and amenities we have in Calmar! Hopefully everyone (and especially me!) can experience a slightly slower, more relaxed July!

## Council Report June 2023

Councillor Jaime McKeag Reber

June 2<sup>nd</sup> and 3<sup>rd</sup>- **Communities in Bloom**- Spend the Friday evening and most of Saturday planting the Barrels and the Flower beds you see placed around Calmar. This year we had a ton of a sponsorship from the business community and it was incredible to see. I was really impressed at what this board was able to accomplish in just two days and their passion and dedication is something that should be celebrated.

Thank you to everyone for your time.

June 5<sup>th</sup> **Regular Meeting of Council**- Please see meeting minutes.

June 6<sup>th</sup>- **ICS 100- online**- Completed this course as a pre-requisite for the ICS 200.

June 7<sup>th</sup> **Seniors Lunch** – Well attended and great food. I appreciate that those of us who were able to attend divided ourselves up amongst the group and I got to a lovely conversation with my table. All of the Seniors that I had met were from Leduc County but spent a lot of time in Calmar. The meal and the company was appreciated.

June 7<sup>th</sup> and 8<sup>th</sup>- **ICS 200 In Person**- This emergency management training was very thorough and informative in the events when Calmar finds itself in an emergency situation. Our instructors were incredibly knowledgeable with a ton of boots-on-the-ground experience and relevant anecdotes that brought a sense of realism to what they were teaching us. From a car accident to act of Mother Nature I feel a lot more prepared to understand and follow our chain of command and have a new understanding of what goes on behind the scenes.

Thank you to Officer Leggio for organizing.

June 13<sup>th</sup>- Submitted CAO Review Worksheet- FOIP

June 19<sup>th</sup>- **Regular Meeting of Council**- Please see meeting minutes.

June 20<sup>th</sup>- **Special Meeting of Council**- Met with my fellow Councillors to discuss our CAO Reviews.

June 21<sup>st</sup>- **AB Munis Summer Caucus in St. Paul**- This was a highly informative session based largely on the Water infrastructure of municipalities, admittedly this is an area that I am still learning in my role as Councillor and there was a lot of good questions and conversations brought to the tables regarding the growing needs and concerns of Municipalities of all sizes. St. Paul hosted this event, and since it landed on Indigenous Day, we were also given some history and current efforts being made towards Truth and Reconciliation for St. Paul and its surrounding area.

June 21<sup>st</sup>- **Rec Board Meeting**- Another great meeting with the Rec Board. The focus of this meeting was largely around preparing for Canada Day and Calmar Days. I am really impressed with the level of sponsorship the Canada Days event was able to get, and the Town of Calmar Staff involvement to put this event on.

June 25<sup>th</sup>- **Communities in Bloom**- Met with the executive board of the Communities in Bloom team to discuss the financials and to ensure we had no outstanding Barrel orders and the weeding contract.

June 29<sup>th</sup>- **Recruitment Committee**- Met with CAO Losier along with Mayor Carnahan and Councillor Gardner to discuss the findings of the CAO Review. This document and discussions had will help shape what the next year of operations will look like for the Town of Calmar.

# Carey Benson Councilor Report June 2023

## June 3<sup>rd</sup>-4<sup>th</sup>, 2023, ICS 200 Training

- Over the 2 days I learnt a variety of information on Incident Command System (ICS) and how I can better be prepared for if/when emergency events happen in Calmar.
- Some of the key take aways are who is in charge when the event happens (Incident Commander). Who helps the Incident Commander and what their roles entails. These people oversee Operations, Logistics, Planning and Finance. These leadership roles have the responsibility to take command of the event and demonstrate initiative through action.
- We discussed in groups of scenarios that have happened and how our group would take command of the event and delegate task for who would be doing what. Events could be as simple as Flooding in a Home all the way up to a Tornado. These discussions demonstrated that we need to have an action plan for when events do happen.

## June 5<sup>th</sup>, 2023, Regular Meeting of Council

- Please review the agenda and minutes on The Town of Calmar website for more information

## June 19<sup>th</sup>, 2023, Regular Meeting of Council

- Please review the agenda and minutes on The Town of Calmar website for more information

## June 20<sup>th</sup>, 2023, Special Meeting of Council

- Closed session.

## June 24<sup>th</sup>, 2023, Dog Park Grand Opening

- Attended grand opening of the Calmar Dog Park. Was great to see all the dogs and people who were able to come out.

## June 27<sup>th</sup>, 2023, Library Board Meeting

- This meeting focused on the budget of the library.
- 2024 Budget is looking at 5 employees: 2 full-time and 3 part-time.
- The Library Budget asks for the same amount of the 2023 budget with a COLA increase of 2% and looks to be open for either longer or open for another day. More discussion is needed to see how this would look and be beneficial for people and staff.



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Hays*

AR111695

June 20, 2023

Dear Chief Elected Officials:

I am pleased and excited to return as the Minister of Municipal Affairs. It is an honour and a privilege to serve in this role, and I am eager to work together to build stronger, safer local communities that contribute to greater economic prosperity for all Albertans.

As Minister of Municipal Affairs, I continue to believe in the importance of supporting our local communities, as they play a significant role in creating the economic and social conditions that contribute to Alberta's vibrancy and prosperity. My ministry will continue to develop the tools, training, and programs to support fiscally responsible, accountable, and sustainable local government, and improve the long-term viability of municipalities. I am also committed to my ministry's role in providing Albertans with safe buildings, homes, and communities through the province's safety codes system.

Together, we can continue to reduce unnecessary government oversight with regulatory approaches and program delivery that emphasize outcomes, in order to attract investment, support innovation, and grow Alberta's businesses.

I look forward to once again working together to strengthen Alberta's municipalities and collaborating on areas of mutual interest.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver".

Ric McIver  
Minister

cc: Chief Administrative Officers