

AGENDA

**SPECIAL MEETING OF COUNCIL TO BE HELD
IN-PERSON & VIRTUALLY ON
August 15, 2023, COMMENCING AT 7:00 PM**

GoToMeeting

Public Access Code: 738-393-413

- | ITEM | SOURCE |
|------|---|
| 1. | Call to Order |
| 2. | Adoption of Agenda |
| 3. | New Business <ul style="list-style-type: none">a) Black Gold School Division Agreementsb) Thomas-Six Properties Land Purchasec) CPO Agreement with Thorsbyd) Council Priority – Communicatione) Council Priority – Recreationf) Council Priority – Asset Managementg) Economic Development Strategy Planh) Growth Report |
| 4. | Adjournment |



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	CAO Losier
Title:	Agreements with BGSD
Approved By:	CAO Losier
Agenda Item Number:	3 A

BACKGROUND/PROPOSAL:

The Municipal Government Act (MGA) requires Calmar to enter into a joint planning and a joint use agreement with the Black Gold School Division (BGSD). Administration has been working with BGSD Administration. These agreements have been discussed a few times with Council, the last one being on May 15. Council asked Administration to see if it would be possible to have free access to the schools as we would provide free access to the arena. Council also asked Administration to explore exchange of services instead of payment (i.e., maybe we provide free ice or free snow removal, and they provide free access to the gym).

This was discussed with BGSD and unfortunately, it is not possible to do an exchange of service as it complicates their accounting, but mainly because they still must pay their positions. Therefore, having free access to their gym is only possible over the weekdays when they have already staff there. For the weekend, if we want to use their facility, we will have to pay. As for snow clearance on the sidewalk, BGSD did inform us that they are paying a contractor to do their parking, so pending on the cost, the Town may be able to charge for this specific service.

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

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The planning and joint use agreement are mandatory under the MGA. With the Town projecting to have access multiple times per week to the gyms (3-5 times) and not planning to utilize their facility over the weekends often, Administration believes that these agreements will be generating huge benefits to Calmar and its residents. As for the schools using the arena, with the

upcoming internet enhancement at the arena, we will be capable of having a staff there at no extra cost to the municipality.

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

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

As for the sidewalk agreement, Administration is hesitant to charge a substantive fee for this service. Considering the relationship we are building, how great the collaboration is for the trail implementation (BGSD absorbing significant cost), and the upcoming benefits of having access to their gyms during the week, Administration is recommending using a symbolic amount such as \$1 for the contract.

Option 1 - Council Direct the CAO to refer the document to BGSD and coordinate the logistic for the signing.

Option 2 – Council directs the CAO to amend the agreements before referring it to BGSD.

COSTS/SOURCE OF FUNDING (if applicable)

Cost will depend on the level of activity related to the joint use agreement over the weekend. If activities are conducted when school personal is there, then the cost will be nothing. For sidewalk clearance, cost will be minimal as we will already be in the area to do the trail. Finally, Administration does not anticipate any cost for the joint planning agreement.

RECOMMENDED ACTION:

That Council approves option 1 for both components.

FACILITIES JOINT USE AGREEMENT

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

BETWEEN

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

- AND -

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

WHEREAS:

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

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

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

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

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

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

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

1. DEFINITIONS

1.1. In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:

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

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

2. TERM

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

3. JOINT USE COMMITTEE

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

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

4. JOINT USE FACILITIES

4.1. Town Facilities

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

4.2 School Facilities

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

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

5. OPERATING GUIDELINES

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

6. INSURANCE AND INDEMNITY

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

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

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

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

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

7. WITHDRAWAL AND TERMINATION

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

8. AMENDMENT

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

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

9. FORCE MAJEURE

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

10. DISPUTE RESOLUTION

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

11. NOTICE

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

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

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

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

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

12. HEADINGS

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

13. NON-STATUTORY WAIVER

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

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

14. GENERAL PROVISIONS

- 14.1. This Agreement shall be governed by the laws of the Province of Alberta. The courts of the Province of Alberta have exclusive jurisdiction of any matter related to or touching upon this Agreement.

- 14.2. The Parties agree that the terms and conditions and all documents forming this contract constitute and govern the entire contract between the Division and the Town, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, whether written or oral between the parties.

- 14.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of

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

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

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

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

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

TOWN OF CALMAR

Board Chair

Mayor

Associate Superintendent – Business & Finance

CAO

JOINT USE FACILITIES & OPERATING GUIDELINES

School Use of Town Facilities

Town Facilities

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

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

Eligible User Groups

For use of Town facilities, school user groups must:

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

Eligible Activities

Activities accommodated include:

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

Priorities for Use

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

Expectations of Users

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

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

Available Dates & Times

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

JOINT USE FACILITIES & OPERATING GUIDELINES

Town Use of School Facilities

School Facilities

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

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

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

Eligible User Groups

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

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

Eligible Activities

Activities accommodated include:

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

Priorities for Use

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

Expectations of Users

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

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

Available Dates & Times

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

As per the Division's Administrative Procedure 548 Community Use of School Facilities, school facilities are available to be booked on weekends from 8:00 a.m. to 10:00 p.m. Bookings on weekends must be for a minimum of three (3) hours. A fee will be charged to recover the cost of the Division facility supervisor and any additional custodial support required for any weekend bookings.

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

JOINT USE FACILITIES & OPERATING GUIDELINES

Endorsement Process for Facility Based Criteria
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Permitted Use

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

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

Approval:

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

Special Use

Definition:

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

Examples:

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

Approval:

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

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

BETWEEN:

THE TOWN OF CALMAR

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

(herein referred to as the "Town")

- and -

THE BLACK GOLD SCHOOL DIVISION

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

(herein referred to as "Black Gold")

SCHOOL RESERVE PLANNING & ALLOCATION AGREEMENT

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

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

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

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

1. DEFINITIONS

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

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

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

2. TERM OF AGREEMENT

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

3. TOWN AND SCHOOL AUTHORITY MEETINGS

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

4. PROJECTING ENROLMENTS

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

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

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

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

6. JOINT PLANNING AND SCHOOL LAND REQUIREMENTS

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

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

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

7. DISPOSITION OF LANDS AND IMPROVEMENTS

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

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

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

8. ARBITRATION

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

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

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

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

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

9. FURTHER ASSURANCES

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

10. NUMBERS AND GENDER

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

11. NOTICES

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

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

Attention: CAO

AND

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

Attention: Associate Superintendent, Business & Finance

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

12. GENERAL PROVISIONS

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

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

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

THE TOWN OF CALMAR

Per: _____

Per: _____

THE BLACK GOLD SCHOOL DIVISION

Per: _____

Per: _____

SCHEDULE "A"

SCHOOL SITE SIZE GUIDELINES

September-24-09

SCHOOL SITE SIZES

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

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

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

BETWEEN:

THE TOWN OF CALMAR

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

(herein referred to as the "Town")

- and -

THE BLACK GOLD SCHOOL DIVISION

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

(herein referred to as "Black Gold")

SNOW REMOVAL - SIDEWALK ADJACENT TO SCHOOLS AGREEMENT

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

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

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

1. DEFINITIONS

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

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

Province	means the Government of Alberta, or, where the context so requires, the area contained within the Province;
School Authority	means The Black Gold School Division;
School Site	means the School Building Site along with the Joint Use Grounds;
Sidewalk	Shall mean cement or asphalt walk along the frontage of the property or, where it is a corner site, that portion along the frontage and that portion of the walk along the side of the property.
Town	means the municipal corporation of the Town of Calmar, or, where the context so requires, the area contained within the boundaries of the Town;

2. TERM OF AGREEMENT

- 2.1 This Agreement shall be effective upon signing and shall continue to be in effect until such time as it is terminated.
- 2.2 The Agreement may be terminated:
- a) at any time with the mutual written consent of the Parties; or
 - b) after one month (1) written notice is given by any Party.

3. OBLIGATION UNDER THE BYLAW

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

4. PROPERTIES FOR THE AGREEMENT

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

5. TOWN'S RESPONSABILITIES

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

6. SCHOOL AUTHORITY'S RESPONSABILITIES

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

7. ARBITRATION

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

- 7.1 All Parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration, promptly and in an amiable manner by negotiations between the Parties. Conflicts should be resolved by the individuals closest to the issues having the actual authority to implement such resolution.
- 7.2 Should the negotiations to resolve any dispute fail to result in a resolution of the dispute between the Parties within fifteen (15) days after the dispute arose, either Party may submit the dispute for arbitration as provided in subsection (c) below. The determination arising out of the arbitration process shall be final and binding upon the Parties, provided however, that in the event that the dispute has not been resolved through the arbitration process as set forth in subsection (c) within ninety (90) days of a Party giving notice nominating an arbitrator as set forth in paragraph 8.3(a), any Party at any time thereafter, but prior to a determination being made by the arbitrator(s) shall have recourse to

the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator(s) in respect of such dispute shall cease.

7.3 Arbitration shall be conducted in accordance with the following terms:

- a) The Party desiring arbitration shall nominate a single arbitrator and shall notify the other Party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other Party shall, within ten (10) days after receiving such notice, indicate acceptance of said single arbitrator or propose an alternative arbitrator. If the Parties are unable to agree on the selection of an arbitrator the parties or either one of them may apply to the Alberta Court of Queen's Bench to have one appointed;
- b) If the Party receiving the notice of the nomination of the single arbitrator by the Party desiring arbitration fails within ten (10) days to accept or propose an alternative as required, then the arbitrator nominated by the Party desiring arbitration may proceed to determine the dispute in such manner and at such times as he or she shall deem fit;
- c) The costs of arbitration shall be borne by the Parties as may be specified in the arbitrator's decision; and
- d) Except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, shall govern the arbitration process.

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

10. NUMBERS AND GENDER

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

11. NOTICES

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

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

Attention: CAO

AND

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

Attention: Associate Superintendent, Business & Finance

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

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

12.6 This Agreement contains the entire agreement of the Parties, and no modifications to the Agreement shall be binding upon the Parties unless such modification is in writing signed by the respective Parties.

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

THE TOWN OF CALMAR

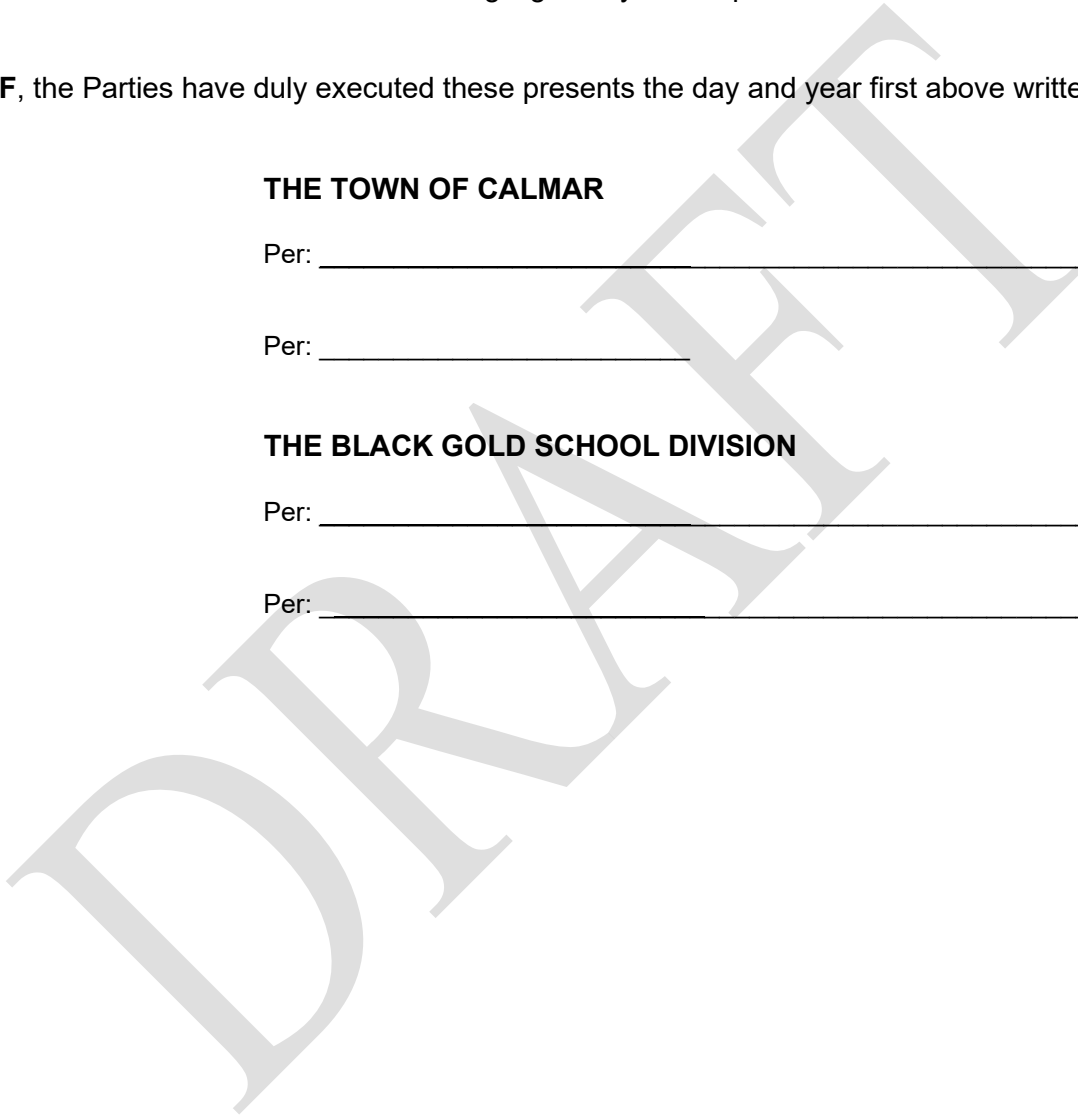
Per: _____

Per: _____

THE BLACK GOLD SCHOOL DIVISION

Per: _____

Per: _____



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	CAO Losier
Title:	Thomas-Six Properties Ltd. Land Purchase
Approved By:	CAO Losier
Agenda Item Number:	3 B

BACKGROUND/PROPOSAL:

Within the last year or so there have been discussions between Administration and the Thomas family. The current owners are asking that each owner receive \$1,000 without any deduction, making the sale of the land \$5,000 as there are 5 owners. In addition, the current owners want the Town to take care of all legal fees including registration, GST, and tax arrears. When Administration came to Council with the capital budget adjustment for 2023, Council decided to allocate \$12,000 to cover the entire process associated with the sale.

As the purpose for this purchase is to develop a linear park, the current owners are also asking for the trail to be designated and referred to as “Anne’s Trail”. Lastly, the family is requesting to have a memorial bench (two persons bench made of concrete) with “In Memory of Pete and Anne Thomas” on it.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The land subject to this potential transaction is located within the SW25-49-25-W4. The land is desirable to the Town of Calmar as an access carriage way which will provide for the extension of the Town’s Walkways Plan in the future and will grant access to the creek area.

As for the trail naming request, Calmar currently does not name its trail segments. They are all part of Calmar’s trails. Unless Council would like to go down this path, Administration would recommend not accepting this request.

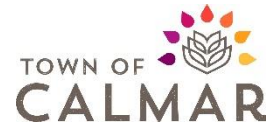
As for the bench request, Administration feels that it is reasonable considering that the value of the land is likely higher (for the Town’s anticipated use) than \$5,000 (property is between 3.5 - 4 acres). The only issue would be timing as the trail may not be developed for a few years. This would have to be acknowledged in the agreement.

COSTS/SOURCE OF FUNDING (if applicable)

The cost is already contained within the 2023 capital budget. Council needs to decide on the additional asks (naming/bench).

RECOMMENDED ACTION:

Council pass a motion to direct Administration to inform the current owners that their sale price and sitting bench terms are agreeable, but not the naming of the trail.



Town of Calmar

Request for Decision (RFD)

Meeting:	Special Council Meeting
Meeting Date:	August 15 th , 2023
Originated By:	CAO Losier
Title:	CPO Agreement with Thorsby
Approved By:	CAO Losier
Agenda Item Number:	3 C

BACKGROUND/PROPOSAL:

The 2023 budget contains provisions to enable the hiring of a second Community Peace Officer (CPO) as a part-time position. To make it more attractive, it was decided to partner with Thorsby to recruit a full-time position that would be shared between the two municipalities. The position would be full-time under the Calmar’s Administration but would then be contracted to Thorsby for 20 hours per week. The two Chief Administrative Officers (CAO’s) have met to prepare the draft agreement. Other agreements were used to guide the process. This RFD contains the draft agreement.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Sharing a resource can sometime be challenging. Therefore, the current proposal is slightly different as Calmar would be the sole employer for this position. This should simplify the challenges that would be created by having two employers. From a financial perspective, the cost will be divided equally, but from an operational perspective, this approach should streamline the deployment of the asset. It will require coordination between the two municipalities to avoid disruption in the service and ensure that both towns obtain their anticipated level of service.

The approach enables Calmar to increase its services without having to pay for a full position. It will be important to document and analyse this situation as it progresses considering that this project will definitively impact the future level of service for both Calmar and Thorsby.

If Calmar decides to not proceed with the agreement that will contract our service to Thorsby, then Calmar will not be able to retain the position unless Calmar would be prepared to cover the position cost in its entirety. Discussion we had with current CPO led to the conclusion that very few people are interested in a CPO part time position.

The Town of Thorsby will review this draft agreement in August with the intent to finalise it before the end of the month as the starting date for the new position has been set to September 1st.

For this project to move forward, Council has a few options.

Option 1: Council pass a motion to agree with the proposed agreement as presented.

Option 2: Council pass a motion to agree with the proposed agreement with amendment(s) deemed necessary by Council.

Option 3: Council pass a motion send back the agreement to Administration for additional work before returning to Council.

Option 4: Council pass a motion to not proceed with the agreement.

COSTS/SOURCE OF FUNDING (if applicable)

Cost for option 1-3 as per the 2023 budget. However, due to the length of the process and the starting date, cost for 2023 will be less than expected. Option 4 would have different cost implications, pending on Council's desired outcome.

RECOMMENDED ACTION:

Council pass a motion to direct the Mayor and CAO to sign the access agreement in August once final adjustments are made.



COMMUNITY PEACE OFFICER SERVICE AGREEMENT

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

TOWN OF THORSBY

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

and

TOWN OF CALMAR

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

WHEREAS Calmar employes Peace Officers,

AND WHEREAS Calmar is desirous of establishing an Agreement to contract Community Peace Officer services with Thorsby,

AND WHEREAS Thorsby is desirous of establishing an agreement to authorize Calmar Community Peace Officers for the purpose of conducting enforcement operations within the Town of Thorsby,

AND WHEREAS the Peace Officers employed by Calmar have jurisdiction to enforce within the boundaries of Thorsby municipal bylaws and provincial statutes/powers as follows:

Provincial Legislation:

- a) Animal Protection Act
- b) Dangerous Dogs Act
- c) Environmental Protection and Enhancement Act
- d) Gaming liquor and Cannabis Act
- e) Traffic Safety Act
- f) Provincial Offences Procedure Act
- g) Stray Animals Act
- h) Petty Trespass Act
- i) Public Highways Development Act restricted to Controlled streets
- j) Trespass to Premises Act



- k) Tobacco, smoking, and vaping reduction act
- l) All Thorsby Bylaws
- m) Transportation Dangerous Good Act
- n) Prevention of Youth Tobacco Use Act and regulation

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

AND WHEREAS the Public Security Peace Officer Program Policy and Procedures Manual, March 2022 S. 12.0 provides municipalities to provided shared or contracted service agreements,

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 Community Peace Officers from Calmar to enforce authorized statutes, Bylaws, and regulations within the boundaries Thorsby, including all numbered Highways.

Calmar agrees to supply Peace Officer Services through the Peace Officer employed by Calmar. The Peace Officer Services provided shall mean:

- a) Enforcement of Thorsby Bylaws within the boundaries of Thorsby;
 - b) Enforcement of the Provincial Legislation within the boundaries of Thorsby;
 - c) Fulfillment of the above in accordance with Thorsby;
- Community Peace Officer Duties, Responsibilities and Authorizations Standard Operating Procedures Manual;
 - Community Peace Officer Code of Conduct Standard Operating Policy;
 - Public Complaints and Appeal Process Standard Operating Procedure;
 - Any service levels the Council and Administration of Thorsby require;
 - Disciplinary Procedures Standard Operating Procedure; and
 - All the above as amended from time to time;



1.2. Cost

Calmar shall be liable for all regular costs and actions of the Peace Officers, including, but not limited to, office supplies, equipment, training and education, uniforms, travel, employee salaries, benefits, and disciplinary proceedings.

Should a municipality require from a CPO special training/duties, said municipality will cover 100% of the special cost if the special training/duties is not needed by the other municipality. Should special training/duties be required by both municipalities the cost shall be shared.

Thorsby shall be invoiced for enforcement hours based on approved and scheduled time or an incident specific request at a rate agreed to by the parties plus mileage. The rate will be established in accordance with the Town of Calmar salary grid. The salary grid will be reviewed annually by Calmar and communicated to Thorsby via the notification process. For the purpose of this agreement, salary also includes the proportionate share of benefits and WCB premium.

Thorsby will be invoiced quarterly to reduce administrative expenses.

Unless special circumstances warrant a different time allotment, Calmar will allocate to Thorsby 20 hours of CPO service per shift. Typically, a CPO works four 10-hours shift over 7 days for a total of 40 hours.

Thorsby shall be invoiced for 50% of 1 CPO equipment, training/education and uniforms. The other CPO will be covered by Calmar at 100%

Cost will not include the CPO vehicle, computer, office supplies and office space, as Calmar will supply these to the CPO when working in Calmar, and Thorsby will do the same when the CPO is working within their jurisdiction.

1.3. Liability insurance

Each municipality shall maintain general liability insurance coverage covering the Peace Officer Services provided under this Agreement. Said liability insurance of both parties will be attached to this agreement as Schedule A and B

1.4. Complaint received

Each municipality acknowledges that any complaint received with respect to the provision of Peace Officer Services by Peace Officers pursuant to this Agreement shall be immediately forwarded to the respective person designated to receive such complaint pursuant to the disciplinary policies in place for the department. Should a complaint require an administrative

investigation the respective CAO position shall investigate and coordinate the appropriate documents to the Peace Officer Program – Alberta Solicitor General.

1.5. Indemnity

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

1.6. Terminology

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

1.7. Other party interaction

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

1.8. Revenues

Any fines generated through enforcement shall have the appropriate municipality of jurisdiction in the collator section of the violation ticket. At no time will municipal “tags” be initiated for the Thorsby.

1.9. Termination

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

Notwithstanding the above, any party may terminate or suspend this Agreement by giving 6 months' written notice, before Interim budgets are passed by each Municipality without cause to the other party.



If any municipality terminates this agreement, the Alberta Justice and Solicitor General and office will be immediately advised of this termination and instructed to amend the Peace Officer appointments by removing the other municipality's jurisdiction.

2. TERM

2.1. Term of Agreement

The term of this Agreement shall be from September 1, 2023 and shall terminate on September 1, 2026. The Agreement may be extended with the consent of both parties prior to expiry.

3. CONFIDENTIALITY

3.1. Confidentiality

Neither of the Parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent from the other Parties. The respective parties Chief Administrative Officers and the Community Peace Officers will meet in person twice per month to discuss any service level issues, case management or other matters in a confidential setting.

4. NOTIFICATIONS

4.1. Notices

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

Town of Calmar

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

Town of Thorsby

Box 297, 4917 Hankin Street
Thorsby, AB T0C 2P0
Attention: Donna Tona, CAO
Email: dtona@thorsby.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.

Town of Thorsby

Town of Calmar

Per _____

Per _____

Per _____

Per _____

Town of Calmar

Council Priority Report (CPR) - Communication

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	S. Losier / H. Bryans
Title:	Council Priority – Communication Update Report
Approved By:	CAO Losier
Agenda Item Number:	3D

COUNCIL PRIORITY - COMMUNICATION

At its July 10 meeting, Council discussed the various projects and initiatives identified throughout the strategic and master plans. Acknowledging that resources are limited, Council decided to identify 3 priorities for Administration. One of these is communication.

Communication is key for any entity operating. It impacts the level of service, efficiency of operations, and transparency, which is crucial for a public entity such as Calmar. To be effective, communication must address both internal and external processes.

STARTING POINT

In the last few years, Calmar has done/commissioned a few strategic documents that should have impacted how the town communicates. However, due to the complexity of these documents and the fact that they are disconnected, their implementation has generated inconsistent results. Here are some of the strategic documents related to the Town’s communication.

Calmar Strategic Plan

Calmar Strategic Plan section 3.2.2 is dedicated to engaging residents, with specific strategies to raise awareness and connect Council and Administration with the residents. Even though communication is a key component of all the other section of the Strategic Plan, section 3.2.2 is the only one sole addressing engagement/communication. Also, engagement is identified as a top priority by Council (Section 2.4)

Calmar Communication Strategy

Adopted in 2021, this document was part of the refresh vision for Calmar exercise. It resulted in a 44 pages document that encompasses both internal and external communications tools, outputs, potential wins, performance indicators, and much more.

Calmar organizational Audit

This document was generated in 2021. It contains the observations and recommendations of the consultant towards the town operations. Section 5.2 f) specifically identify the need for Calmar to develop a communication strategy.

Current assets

Currently, the Town is making use of a few assets and various platforms to communicate to residents. The website, Facebook/Instagram, and the Chronicle are regularly used, and pending on the activity, mailout and advertisement in the paper are sometime used as well.

Administration also created an internal social media task force to coordinate and enhance our social media presence. The group meets once per month and will now broaden the conversation beyond social media. Furthermore, we have been made aware of the existence of a communication group with members coming from the public sector to meet regularly to discuss communication issues, resources, trends, etc. We will be joining this group moving forward as it may be a great asset for Calmar.

Lastly, the alternative advertisement bylaw recently being introduced to Council could be an asset as well to help shape how Calmar might tackle the ongoing challenges related to communicating. This was brought to resident's attention in the August Chronicle and will go out again during the next utility bill cycle.

ACTION PLAN:

To enable progress, it will be important to have an action plan that is concise, clear, practical, and understood by all key stakeholders. To develop the action plan, Administration will review the key documents and extract elements that can/should be used for this priority. Furthermore, Administration will need to engage the residents to have a better understanding of how residents want to receive information.

NEXT STEPS:

Town will need to develop the action plan and report back to Council in October. The intent is to update Council every two months, alternating with the Department Reports.

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



Town of Calmar

Council Priority Report (CPR) - Recreation

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	S. Losier / E. Melesko
Title:	Council Priority – Recreation
Approved By:	CAO Losier
Agenda Item Number:	3 E

COUNCIL PRIORITY - COMMUNICATION

At its July 10 meeting, Council discussed the various projects and initiatives identified throughout the strategic and master plans. Acknowledging that resources are limited, Council decided to identify 3 priorities for Administration. One of these is Recreation. The purpose of this priority is to identify a recreation project that will be defined, designed, and implemented.

Recreation is an important component in our community. It has a direct impact on life quality and has the potential of influencing people’s choice regarding where they will locate themselves and/or their business. Investing strategically is crucial as recreational amenities are very expensive and they usually operate with significant deficits. Therefore, their location, design, maintenance, and operations must be thought-well to minimize their financial strains.

STARTING POINT

In the last few years, Calmar has done/commissioned a few strategic documents on recreation and have achieved a few priorities. Here are some of the strategic documents related to the Town’s recreation.

Calmar Strategic Plan

Calmar Strategic Plan section 3.3.1 is dedicated to recreational opportunities. 3 actions identified are to develop a trail master plan, formulate a long-term recreation master plan, and develop a trail in the vicinity of the creek in the west side of Calmar.

Calmar Recreation Master Plan

Adopted in 2020, this strategic document of more than 200 pages identifies 74 action items contained within 17 separate priorities. This massive and comprehensive document has enabled a few successes but has mainly paralyzed/overwhelmed the Town as there are so many items to address. Definitively, the frequent changes in Administration in the last 2.5 years, especially with the CAO and Parks and Recreation Coordinator positions, did not help the situation.

From the top 10 priority identified by the plan, Calmar has now:

- Hired a full time coordinator (priority 2),
- Expand and enhance programming for all ages and interest (priority 4 – work in progress as we did yoga for seniors and starting September, pickleball and volleyball)
- Create an off-leash dog park (priority 6)
- Improve Communication with residents and stakeholders – work in progress with Chronicle, enhance social media, and upcoming communication strategy (priority 9)

Trail Master Plans

The Recreation Board has been working on a Trail Master Plan. A few versions were prepared, but nothing has been made official at this point.

Current Assets

Calmar currently has a few assets with its arena, ball diamonds, park space, and staff at its disposal. The Master Plan is also an asset to utilize moving forward.

Administration has created an internal recreation task force to coordinate and implement this Council priority. This group contains staff from Parks and recreation, Infrastructure and Growth, and upper management.

ACTION PLAN:

To enable progress, it will be important to have a mechanism to identify, define, and evaluate each project. This will enable Council to prioritize the projects for Administration. At this point, the major recreational projects are:

- Develop the trail network
- Develop the Calmar Recreational Grounds
- Develop proper soccer fields
- Upgrade/enhance the arena
- Develop a centralized recreation complex
- Develop a civic center with amenities

NEXT STEPS:

Administration will develop a mechanism and/or a matrix to contain all the information we currently have on these projects, identify the information that is missing but that we need to have, and all other relevant info that will help Council set the prioritization. Administration will report back to Council in October and receive feedback/direction. The intent is to enable Council to identify the ranking of the major projects so that administration can then proceed towards the implementation. Once the top project is selected, Administration will develop an action plan to address funding, design, construction, and implementation. Like the other Council priorities, the intent is to update Council every two months, alternating with the Department Reports.

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

Town of Calmar

Council Priority Report (CPR) – Asset Management

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	DIG Melesko
Title:	Council Priority – Asset Management Update Report
Approved By:	CAO Losier
Agenda Item Number:	3 F

COUNCIL PRIORITY – ASSET MANAGEMENT PLAN

At its July 10 meeting, Council discussed the various projects and initiatives identified throughout the strategic and master plans. Acknowledging that resources are limited, Council decided to identify 3 priorities for Administration. One of these is the Asset Management Plan.

The Asset Management Plan will serve as a tool to help future Administrations, and Councils to make decisions about the use and care of infrastructure to deliver services in a way that considers current and future needs, manages risks and opportunities, and make the best use of resources.

STARTING POINT

In the last few years, Calmar has worked with ISL Engineering to start a base for the Asset Management Plan, a document was created in 2020. The document identifies assets including buildings, roadway inventory, water system, and wastewater systems as well as storm sewer inventory. There are numerous assets which were not included yet, equipment, playgrounds, trails, etc., and the list can be added to once the Town decides what assets are most important to keep track of, trees etc.

ACTION PLAN:

To move the plan forward we have created an Asset Management Committee consisting of some critical personnel, including, Director of Infrastructure & Growth, Manager of Infrastructure & Growth, Acting Director of Corporate Services, and Councillor Gardner. Moving forward as the plan gets traction, we may be bringing Parks Lead Hand into the group as well. The committee is also looking/assessing our GIS options, the current GIS provider, RMF has a good portion of the municipal infrastructure data already, what will need to be added is value, life expectancies etc. We are also going to discuss with two more providers to compare pricing etc. This will be conducted over the next couple weeks.

NEXT STEPS:

Committee Members have attended two small community learning sessions and will continue to get training in the steps to create a useful document.

The IAMA – Infrastructure Asset Management Alberta, in partnership with RMA – Rural Municipalities of Alberta, and also Alberta Municipalities – Strength in members are hosting numerous conferences, the fall program will be hosted in Edmonton, we have attended one in Red deer, and one in Calgary so far. In conjunction with the day seminars there are also some classes being offered which a couple committee members will attend.

We are currently gathering data to add to our current GIS, water service valve (c.c's) locations, hydrant locations and info has been logged, (age, locations, etc.). This information will all be included in the Asset Management Plan when completed.

Economic Development *Strategy Framework*

Overview

This document was developed to lead the direction of the 2-year Economic Development Strategy. The timeline, priorities, milestones, and goals of the Economic Development Strategy will be broken down from high level overviews from the Town of Calmar's 2020 - 2024, Strategic Plan (Appendix 1) and the 2019 - 2025, Economic Development & Tourism Strategic Action Plan (Appendix 2), into a "boots-on-the-ground" priorities and tasks oriented strategy.

The strategy will focus on three Phases:

1. What do we have to offer?
2. What we want?
3. How do we get there?

Phase I, What do we have to offer, has been completed by Administration. This was done by reviewing where we are within the two current strategies (Appendix 3). From the review, we have a better understanding of where we are currently and the direction that the economic development department was working towards.

The Reality Check priorities, Phase II, What do we want, and Phase III, How do we get there", need to be determined. It would be in these two phases that the priorities from the Community Vitalization Plan can be discussed and worked into the strategy (Appendix 4). The template for Phase II and III is included in this strategy form.

Strategy

Phase	Goals
I	<p>What do we have to offer?</p> <ul style="list-style-type: none"> ● Where are we now? What sets us apart? ● What businesses are here currently? ● What is our business proposition?
II	<p>What do we want?</p> <ul style="list-style-type: none"> ● What businesses / industries are we missing? ● Where are the gaps in our business community? In our support / services? ● Who do we want to attract? Are we ready to attract new businesses?
III	<p>How do we get there?</p> <ul style="list-style-type: none"> ● What are the steps? ● What are the KPI's ● What are the incentives?

Goals

Strategic Alignment	Goals
<ul style="list-style-type: none"> ● Calmar Strategic Plan (Ec. Dev. focused) was used to create the Economic Development & Tourism 2020 - 2025 Strategic Action Plan. ● Big 7 Strategic Action Plan is 71% complete (See Appendix 3) 	<p>Where are we now?</p> <p>What sets us apart?</p>
<ul style="list-style-type: none"> ● Business Directory on the website and in the Calmar Chronical ● Oil & Gas, Ag, Retail, Professional Services, Manufacturing, Automotive, 	<p>What business are located here currently?</p>
<ul style="list-style-type: none"> ● Making Calmar attractive to new businesses, developers, and residents. ● Calmar is where you want to open / expand your business because of the positive business community. ● Creating an active business community that engages each other as vendors, suppliers, and actively supports each other. 	<p>What is our business proposition?</p>

Priorities

Goals	Priorities
Where are we now? What sets us apart?	Big 7, #1 - Calmar Rebrand & Targeted Marketing to Grow Calmar Big 7, #3 - Access to High Speed Fibre Optics Big 7, #5 - Business Development, Support, and Attraction
What business are located here currently?	Big 7, #2 - Enhance Tourism to a Thriving Destination Sector Big 7, #4 - Downtown Vitalization to Support Local Businesses Big 7, #7 - Community Collaboration to Create Opportunities
What is our business proposition?	Big 7, #1 - Promote Calmar by creating an Attractive Business Community Big 7, #6 - Invest in Calmar to Grow / expand the Res/Non-Res Community Big 7, #5 - Business Development and Attraction for Long Term Financial Sustainability

Reality Check (What are the top 3 Priorities)

Current Priorities	Is This Still a Priority?
#1 #2 #3	Creating an attractive business community is well underway. Is a designated Tourism sector a priority? Contract with Canadian Fibre is complete?
#4 #5	Do we need to prioritize the goals from the Community Vitalization Plan Business Development, Support, & Attraction for financial sustainability
#6 #7	What does "invest" mean and what type of priority is it? Community collaboration is currently underway.

Phase II

What Do We Want?

Goals

Strategic Alignment	Goals
	What businesses / industries are we missing?
	What are the gaps in our business community? In our support / services?
	Who do we want to attract? Are we ready?

Priorities

Goals	Priorities

Milestones

Priorities	Milestones

Timeline

Milestones	Timeline

Phase III How Do We Get There?

Goals

Strategic Alignment	Goals
	What are the steps?
	What are the KPI's?
	What are the Incentives?

Priorities

Goals	Priorities

Milestones

Priorities	Milestones

Timeline

Milestones	Timeline

Strategy Identified

??

Timeline	Task	KPI

Conclusion

Economic Development & Tourism



2020-2025
Strategic Action Plan





The 2020 – 2025 Economic Development Strategic Action Plan lays the groundwork required for the Town of Calmar Economic Development to work towards creating and maintaining a strong, vibrant local economy. The development of this plan brought together residents and businesses to ensure the plan reflected the needs and desires of the local community. Their input, along with the reference of past and current plans provided a key source from which to develop the BIG 7 goals and 55 detailed action items. This plan will be reviewed annually and adjustments will occur as required to best serve the community of Calmar.

GOAL



Promote Calmar

By 2021, the town of Calmar will have a dedicated Brand and targeted marketing initiatives to grow Calmar.

- Enhance website.
- Advocate for highway signage.
- Produce a series of project specific videos.
- Expand and enhance social media platforms.
- Collaborate with residential builders on an attraction campaign.
- Explore and attend networking events to represent and promote Calmar.





GOAL



Enhance Tourism

Calmar will develop a thriving destination tourism sector to attract year-round visitors to the community.

- Build and promote the Rock Park.
- Explore and build on Farm Tourism activities.
- Host a Cultural Food Fair.
- Explore the feasibility of the Bed + Breakfast and Air B & B market.
- Design and implement a community wayfinding strategy.
- Promote the 'Best Of' Destinations in Calmar.
- Increase local knowledge of tourism.
- Develop a local campground.
- Attend tourism events to promote assets and collaborate with tour operators.

GOAL



Fibre Optics

Calmar residents, businesses and visitors will easily have access to high quality high speed internet by 2022.

- Gain a better understanding of existing capacity and infrastructure.
- Explore funding scenarios.
- Identify needs and requirements.



GOAL



Downtown Vitalization

Downtown will become a pedestrian friendly destination with a clear brand and place for people to gather, live and support local businesses.

- Increase downtown parking options.
- Define the downtown boundaries.
- Explore options for grant funding to develop a formal downtown plan.
- Collaborate with downtown business on a promotional campaign.
- Leverage new architectural guidelines and promote vision.
- Explore and implement a summer pop-up program.
- Actively create and promote summer activities in the downtown.

GOAL



Business Development

Calmar retains and attracts business investment that contributes to the long term financial sustainability of the town.

Business Support

- Increase business and entrepreneurial support to local business.
- Implement a business visitation program.
- Develop joint business marketing initiatives.

Business Attraction

- Develop and implement a business attraction plan.
 - Gain clarity on existing business mix (industrial, commercial, home based).
 - Leverage strengths in agriculture and trades driven sectors.
 - Inventory and gain understanding of available space (land and buildings) for business.
 - Explore environmental focused businesses.
- Create and promote an investment readiness package.
- Advocate to reclaim areas of contamination.



GOAL



Invest in Calmar

The municipality plays a key role in acquiring financial support and investment to enhance and grow the community.

- Inventory empty lots and land available for development to explore options to purchase.
- Collaborate with local business on development projects.
- Explore options to run services to available developable land.
- Explore funding scenarios to invest in Calmar.
- Implement a business incentive strategy for new development.

GOAL



Community Collaboration

Community engagement is nurtured and leveraged to create opportunities for growth in Calmar.

- Host an Economic Development Summit.
- Initiate opportunities for Council, administration and business to collaborate.
- Engage youth in planning and projects.
- Collaborate with local groups and boards.
- Develop a business satisfaction survey.



The detailed action items were designed based on the ideas developed within the BIG 7 goals. The initiatives along with the suggested timelines will be reviewed annually and are subject to annual budget approvals.

NO.	INITIATIVE (ACTION)	TIMELINE
1	Formal adoption of the Strategic Action Plan.	Immediate
2	Launch a Business Visitation Program.	Immediate
3	Initiate opportunities for Council, Administration and business to collaborate.	Immediate - 2020
4	Create a series of promotional videos.	Immediate - 2025
5	Advocate to reclaim areas of contamination in undeveloped lands.	Immediate - 2022
6	Explore funding scenarios to invest in our community.	Immediate 2020
7	Explore grant funding to engage a qualified firm to help brand Calmar.	Immediate - 2020
8	Launch a formal downtown vitalization sub-committee.	Immediate - 2020
9	Partner with residential developers on promotion strategy.	Immediate - 2019
10	Explore and leverage Canada's Universal High Speed Internet Program.	Immediate
11	Explore the opportunity & feasibility to develop a local campground with sani-dump.	Immediate - 2025
12	Engage youth in planning and future projects.	Immediate 2025
13	Explore regional and provincial opportunities to network and promote Calmar.	Immediate - 2025
14	Invite regional Food Trucks to Calmar.	Immediate - 2019

15	Advocate for the implementation of Provincial Highway directional signage to Calmar.	Immediate - 2020
16	Explore options to becoming an active member at the Canadian Home Builders Association (CHBA).	Immediate - 2020
17	Develop a fibre optic business plan to identify need, requirements, costs and funding options.	Immediate - 2022
18	Develop a digital business and entrepreneurial resource package.	Immediate - 2020
19	Partner with downtown businesses to promote the best of destination businesses in Calmar.	Immediate - 2020
20	Identify a temporary street front location to host summer pop up shops.	Immediate - 2020
21	Develop, implement and market a business attraction plan.	2020 - 2021
22	Develop and implement a business satisfaction survey.	2020 - 2020
23	Develop a roadside business directory on the east and west entrances to town.	2020 - 2021
24	Explore and engage in opportunities to meet and collaborate with tourism operators regionally and provincially.	2020 - 2020
25	Develop a campaign to increase the local's knowledge on local tourism destinations.	2020 - 2020
26	Host an information session on running an Air B & B.	2020 - 2020
27	Create and promote an Investment Readiness Package.	2020 - 2021
28	Inventory available land and buildings.	2020 - 2021



29	Develop a tax incentive program to include new business and resident development.	2020 – 2021
30	Work with the Public Communications Committee to review and enhance the town website.	2020 – 2021
31	Engage a qualified firm to develop a branding strategy.	2020 – 2021
32	Engage a firm to collaborate on a formal Downtown Vitalization Plan.	2020 – 2021
33	Develop a promotion and marketing plan.	2020 – 2021
34	Expand and enhance social media presence on Instagram and LinkedIn.	2020 – 2021
35	Develop a Canadian Provinces Rock Park, and botanical garden area.	2020 – 2025
36	Partner with Communities in Bloom to develop and promote a destination garden area.	2020 – 2022
37	Explore opportunities to partner with private farmers to develop tourism product. (ex. Corn Maze)	2020 – 2025
38	Host a Cultural Food Fair.	2020 – 2025
39	Develop history and cultural experiences for visitors to explore Calmar (ex. Museum).	2020 – 2025
40	Explore and develop joint marketing initiatives to promote local business.	2020 – 2022
41	Complete a feasibility assessment for new development projects of interest to the community.	2020 – 2022
42	Host an Economic Development Summit.	2020 – 2021
43	Develop an event strategy to engage the community and attract visitors to town.	2020 – 2022
44	Host a local business Trade Fair.	2020 – 2023

45	Implement a downtown façade improvement grant program to meet architectural guidelines.	2021 – 2022
46	Actively create and promote summer activities in the downtown.	2021 – 2022
47	Collaborate with existing community groups to host a year round farmers market.	2021 – 2022
48	Enhance community signage to promote and showcase the town. (ex. Gateway signs)	2021 – 2022
49	Collaborate with downtown business on a promotional campaign.	2021 – 2022
50	Work with the PCC to create a social media community engagement strategy.	2021 – 2022
51	Identify tourism destinations and develop an extensive wayfinding strategy.	2021 – 2023
52	Develop the "World's Biggest something" that represents the community's brand.	2022 – 2025
53	Collaborate with local businesses on development projects.	2021 – 2025
54	Complete a cost analysis to run services to highway commercial lands.	2021 – 2022
55	Implement an incentive strategy for new development.	2022 – 2025

Michelle Levasseur
Economic Development Officer

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2020 TO 2024

STRATEGIC PLAN



The contents of this four-year strategic plan were created by the Town Council of Calmar in March 2020 for the betterment of their community and with the future of their Town in mind.

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1. Letter from Town Council

It is our honor and great pleasure to present the Town of Calmar's Four-Year Strategic Plan. In March of 2020, members of Council, along with senior Town staff, met to identify a strategic direction for our community and to set clear priorities for ourselves to achieve over the next four years. This high-level plan will guide Council and Administration's activities and will provide a long-term vision for this Council, and perhaps future Councils, and will ensure that Council and Administration are able to work together in a common direction.

This plan reflects Council's vision for Calmar's future, as well as the strategies we will take to ensure that our community is prepared for growth. A vision, mission, and set of values was developed, as well as a series of goals and strategies to help us attain our vision of success and help Council and Administration ensure a sustainable and successful future for Calmar.

Included in this document are the short and long-term goals that Council prioritized based on their importance and timeliness. Council identified a smaller set of high priority strategies that will guide Administration's work throughout the next year. Key performance indicators have also been included to help Council and Administration track and measure our success at delivering our priorities.

This plan was created with the full knowledge that the economic and political environment is always changing, and with awareness of significant public health issues at play, so the Town of Calmar will need to be flexible and prepared for what lies ahead.

We believe this plan will help Calmar achieve our desired common future.

Sincerely,

Mayor Wally Yachimetz on behalf of Town Council



2. Executive Summary

2.1 Background

The Town of Calmar Council and senior Administration met in March 2020 to develop a Strategic Plan for 2020-2024. This plan comprises the expressed desire of elected officials and provides citizens, businesses, Administration and other stakeholders with an indication of the planned future of the Town. Council identified a series of goals and strategies to work towards a common future for the community, which are outlined in this document.

A strategic plan is essential to ensure that over the next four years, Council is aligned in their vision for Calmar. Through the plan and its associated priorities, Town Administration has clear direction, and both Council and Administration can measure and track success.

2.2 Integrated Planning

Town Council's governance role includes the mandate to provide strategic direction for Calmar. This high-level plan comprises that direction. It builds on the previous 2017-2019 Municipal Development Plan and helps Administration construct operational plans.

Once Council has set the Town's strategic direction, Administration is able to build plans that carry out Council's direction. Examples of Administration's plans that follow from this Strategic Plan may include a Business Plan, Operational Plan, Recreation Master Plan, Capital Plan, and Recreational Facility Master Plan, among others.

The following figure depicts the relationship between Council's strategic vision for Calmar, and Administration's operations. The dashed line differentiates the role between Council and Administration: Council is responsible for determining the vision and direction of the Town, while Administration is responsible for implementing that direction.

Municipal Governance and Management Plans



2.3 Vision, Mission and Values

In looking towards the future of Calmar, it is important that Councillors agree on what the final destination looks like. With this in mind, Council first decided on the Town's ideal long-term future (Vision) and the general direction it will take to achieve that future (Mission).

2.3.1 Vision

A community's vision provides a long-term picture of where or what the community wishes to be or become and gives purpose and direction to the activities of Calmar's Council and Administration. The vision also indicates what makes Calmar unique.

***Calmar, we are a welcoming community and regional leader.
The ideal place to call home and grow a business.***

2.3.2 Mission

A city's mission answers a question about what business the community is in. It lets Council, citizens, and other stakeholders know what Calmar does and who benefits from Council's activities. This mission statement was created based on key ideas about how to achieve the Town's vision.

Calmar is where rural meets urban. We nurture a small-town lifestyle with big possibilities: innovative community programming; abundant recreational opportunities; and a rich regional history. Grow with us.

2.3.3 Values

The values expressed here are the guiding principles that help determine how the Town will operate, both in public and privately.

Commitment

We will abide by the principles of good governance and hold ourselves accountable as we keep the best interests of our citizens at the forefront.

Diversity

We will ensure our programs, services, and commercial offerings provide value to all our residents; social, culturally, and economically.

Growth

We will help create economic opportunities for our citizens by encouraging business development that makes our town attractive and sustainable.

Innovation

We will take a creative and forward-thinking approach to decision-making with the future of our community in mind.

Integrity

We will hold ourselves and our staff to the highest standards of personal conduct and treat one another and the public with respect and dignity.

Safety

We provide a safe and respectful environment for our community's staff and citizens.

2.4 Calmar's 2020 Top Priorities

Within the full list of strategies that appear in Section 3 of the strategic plan, Council has created a subset of seven 'high' ranked strategies. The items on this list reflect the priorities that Council saw as both important and timely.

Many other strategies are identified as having a moderate priority, meaning they will be worked as resources allow or deadlines near. It is expected that the high priority strategy list will change over time as some high priority items near completion and new priorities emerge for the Town.

Calmar's High Priority Strategies

Sustainability Pillar	Plan Reference	Strategy
Governance	3.1.1 a	Engage in financial planning to include reserve funds
Thriving Community	3.2.1 a	Increase community awareness of programs and services provided by the town and its partners
Thriving Community	3.2.2 a	Provide more opportunities for citizen engagement through open houses, town halls, and annual general meetings
Best Use of Environment	3.3.1 a	Develop a Trails Master Plan
Diversified Economy	3.4.1 a	Increase the number of industrial and commercial businesses
Diversified Economy	3.4.1 b	Be open to innovative models of doing business in town
Diversified Economy	3.4.2 a	Consider the internet as an essential utility for business growth

3. Goals and Strategies

Each strategy in the tables in Section 3 below contains a colour coded prioritized ranking of relative strategies for 2020 and beyond as determined by Calmar's Town Council. This ranking is used by City Administration to determine the relatively high, moderate and low priorities for the year as Council assigns resources to key strategies.

Priority rankings will be reviewed and adjusted as planning for subsequent years is undertaken. Current year priority strategies may rise or fall in comparison to other strategies in following years as the Town works toward achieving its vision. Priority is not purely an indication of 'importance' of a strategy; it is also an indication of the necessary timeliness of required action.

The following pages contain the full list of goals identified by Calmar's Town Council. Areas of strategies are listed that contribute to achieving each individual goal. Each strategy is colour coded to indicate its relative priority. Where possible within each goal, the high priority strategies are listed first, followed by the medium priority strategies. In some cases, low priority strategies must be achieved first.

Identifying Calmar's Priorities

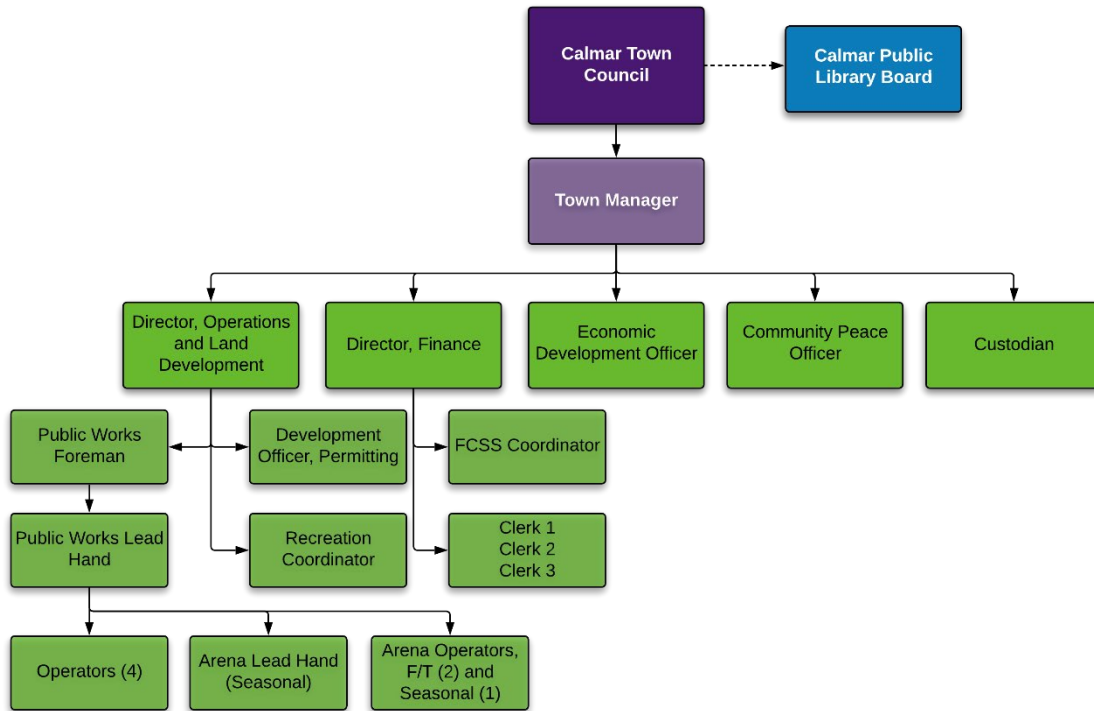
Calmar's priority rankings for 2020-2021 are defined and colour coded as:

- **High Priority** - Work on this strategy must be conducted in fiscal year in order for the goal to be achieved within the scope of this strategic plan. High priorities are highlighted in blue.
- **Medium Priority** - When resources become available after required resources are assigned to high priority strategies, action will be taken on this strategy. Medium priorities are highlighted in grey.
- **Low Priority** - Limited action is expected on this strategy in the current calendar year. Low priorities are not highlighted.

Calmar's Structure Supports the Strategic Plan

Many people will contribute to the successful completion of this Strategic Plan. This chart shows how each of the full-time, part-time, and seasonal roles currently staffed by the town are ensuring that Council's priorities are being completed.

Council has a single employee – the town manager. In turn the incumbent in that role will oversee the rest of the manager and staff roles. This organization chart is designed to be the most efficient way that Calmar deploys the resources that are provided by the citizens, businesses and other funders.



Throughout the tables on the following pages, the term 'Lead Role' is used, indicating the primary point person responsible for implementing the strategy. This list identifies the lead role:

- Council Town Council
- CAO Chief Administrative Officer (Town Manager)
- EcDev Economic Development
- FCSS Family and Community Support Services
- Fin Finance
- Lib Library Board
- P&D Planning and Development
- ES Enforcement Services
- PW Public Works
- Rec Recreation

3.1 Delivering Good Governance

3.1.1 Fiscal Sustainability

Goal: To Ensure the Fiscal Sustainability of the Town		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Engage in financial planning to include reserve funds	Ensure the budget is structured to provide for times of uncertainty
b)	Complete residential subdivisions	Increase our overall tax base
c)	Complete an asset management and capital replacement plan	The Town budgets for repair and replacement of infrastructure prior to its failure and ensures assets are properly allocated.

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	Council considers a reserves policy and identifies optimal balances for each reserve	2020 Q4	Council
b)	Residential assessment grows year over year	2023 Q4	EcDev/P&D
c)	Asset management plan is complete	2021 Q4	PW

3.1.2 Community Alignment

Goal: To Ensure Local Government Aligns with Community Needs	
Strategies (We Will...)	Desired Result(s) or Achievement(s)
a) Leverage online portals to effectively gather, manage, and share information	Information is readily available to the public and community members are kept informed
b) Complete an organizational review	Council and administration are operating as efficiently as possible and any gaps are identified and addressed
c) Review and update all policies and bylaws	All bylaws and governance policies are current
d) Make a budget presentation available to the public and ensure budget formatting aligns with best practices	Community members are aware of the Town's budgetary practices and the budget is properly aligned with best practices.

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	At least 75% of survey respondents are very satisfied or satisfied with the accessibility of town information*.	2021 Q3	Rec/EcDev
b)	A completed organizational review is presented to Council for consideration.	2021 Q2	CAO
c)	All bylaws and policies are current	2023 Q4	CAO
d)	Council considers alternative methods of creating its town budgets	2022 Q3	Fin

*This measure relies on the results of a bi-annual resident satisfaction survey.

3.1.3 Collaborative Government

Goal: To Work with Other Orders of Government to Achieve Mutual Benefit.

Strategies (We Will...)	Desired Result(s) or Achievement(s)
a) Meet regularly with other orders of government	Calmar has constructive regional, provincial, and federal relationships to rely on in the future
b) Understand and respond to issues associated with other order of government that affect Calmar	Council is aware of relevant changes and information from other orders of government

Performance Measures

Strategy	Measure	Target Time	Lead Role
a)	Council members meet at least annually with the Town's MLA and MP and with Leduc County Council	2021 Q4	Council
b)	Quarterly updates about issues that affect Calmar are provided to Council	2022 Q4	CAO

3.2 Thriving Social and Cultural Community

3.2.1 Quality Programs and Services

Goal: To Provide Programs and Services which Enhance the Lives of Residents and Leverage Existing Facilities Effectively	
Strategies (We Will...)	Desired Result(s) or Achievement(s)
a) Increase community awareness of programs and services provided by the town and its partners	Community needs are addressed through programs and services provided by the Town.
b) Plan for a designated youth space in a new arena facility	Provide a space for youth to gather and participate in community programming
c) Partner with community organizations to leverage their existing facility for youth programs	Increase collaboration between youth and seniors
d) Encourage the formation of social clubs	A strong community environment that encourages citizen interaction and overall wellbeing
e) Tie the advisory council to student council	Youth have opportunities to participate constructively in our community
f) Encourage the Library, FCSS, and Protective Services to share resources to cross-promote programs	Create bundled events, increase program diversity for all ages and accessibility groups, and enhance the relationships amongst Town departments and its partners

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	At least 90% of respondents indicate they are aware of some of Calmar's programs and services*	2021 Q3	Rec/EcDev
b)	Council considers where and how to create a youth-focused space in town	2021 Q3	Council
c)	At least one new youth-seniors joint program is either offered or sponsored by the Town	2023 Q4	FCSS/Rec/Lib
d)	FCSS creates a program that acts as an incubator for community clubs and groups	2022 Q3	FCSS
e)	Calmar establishes a youth advisory council to provide their perspective to Town Council	2021 Q4	FCSS/Rec/Lib
f)	At least 60% of town residents make use of town programs each year	2023 Q4	Rec

*This measure relies on the results of a bi-annual resident satisfaction survey.

3.2.2 Engaged Residents

Goal: To Actively Engage with Residents to Increase Community Awareness	
Strategies (We Will...)	Desired Result(s) or Achievement(s)
a) Provide more opportunities for citizen engagement through open houses, town halls, and annual general meetings.	Increased attendance at community informational events
b) Offer Coffee with a Councillor in rotating locations	Increase council's engagement with community members
c) Install highway entrance signs	Increased awareness of the community in the region
d) Webcast live council meetings	Provide an alternative communication platform to reach more community members
e) Provide electronic and hard copy resident satisfaction surveys	Increased feedback received on the resident satisfaction

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	At least 75% of survey respondents are very satisfied or satisfied with the accessibility of town information*	2021 Q3	Rec/EcDev
b)	Coffee with a Councillor program involves all members of Council	2022 Q4	Council
c)	New entrance signs are included in the capital budget	2021 Q4	Council
d)	Council decides whether to webcast its meetings	2020 Q4	Council
e)	Resident satisfaction surveys are launched	2021 Q3	Rec/EcDev

*This measure relies on the results of a bi-annual resident satisfaction survey.

3.2.3 Historical Significance

Goal: To Express Our Unique Cultural Identity and Celebrate Our Rich Cultural History	
Strategies (We Will...)	Desired Result(s) or Achievement(s)
a) Collect records and history for a new edition of the <i>Pioneers and Progress</i> book	Create a comprehensive and up-to-date record of the history of the region
b) Plan a homecoming celebration for 125+1 and future milestone events	Ensure that milestones are commemorated, and that citizens feel proud to be a part of the community
c) Identify and build a community symbol	A unique identifier that expresses the culture of Calmar to the region

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	An updated edition of <i>Pioneers and Progress</i> is published	2022 Q4	Rec/EcDev
b)	Council decides whether to add an annual community celebration into the budget	2021 Q4	Council
c)	Council decides on an appropriate community symbol	2020 Q4	Council

3.3 Making Best Use of Our Environment

3.3.1 Recreational Opportunities

Goal: To Create a Multi-Use Trail System that Promotes a Healthy Lifestyle and Green Urban Living		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Develop a Trails Master Plan	Foster a healthier and more sociable community by connecting amenities and areas of town.
b)	Formulate a long-term Recreation Master Plan	Create recreational opportunities for residents that align with their needs
c)	Develop the Conjuring Creek trail on the west end of Thomas Creek Estates	Complete a community multi-use trail system

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	Council considers a new Trails Master Plan	2021 Q2	Council
b)	Recreation Master Plan is completed	2020 Q4	Rec
c)	Conjuring Creek trail is in the capital budget	2021 Q4	Fin

3.3.2 Ecological Impact

Goal: To Minimize Our Ecological Footprint		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Develop a waste diversion plan	Establish a composting program
b)	Develop a community recycling plan	Increase the community's overall recycling participation through education
c)	Provide education to community members on the importance of environmental stewardship	Encourage community participation in environmental initiatives
d)	Model good environmental stewardship as a town	Create a local food supply, encourage individual gardening, composting, raising chickens, and canning within the community

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	A plan for a new composting program is presented to Council for consideration	2021 Q2	Rec/EcDev
b)	Participation in recycling programs increases	2022 Q3	PW/P&D
c)	A series of workshops on how residents, businesses and groups can contribute to environmental sustainability launches	2021 Q3	EcDev/Rec/Lib
d)	Council considers a policy on urban agriculture	2021 Q1	EcDev/Rec

3.3.3 Future Development

Goal: To Make Contaminated Land Useable for Future Development		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Apply for available grant money to remediate contaminated sites	Clean up orphan and abandoned wells to ensure land is usable
b)	Find alternative uses for contaminated land	Provide opportunities for recreation such as soccer, football, ball diamonds, dog parks, and campgrounds
c)	Lobby the province for the removal of contaminated soil	Create opportunities for new developments in previously unusable areas

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	90% of respondents are very satisfied or satisfied with the town's action on abandoned and orphaned wells*	2021 Q3	EcDev/Rec
b)	Alternative uses for contaminated land are included in the Recreation Master Plan	2021 Q2	EcDev/Rec
c)	One or more public sector partners assist with remediation of contaminated sites	2022 Q4	CAO

*This measure relies on the results of a bi-annual resident satisfaction survey.

3.4 Diversified Economy

3.4.1 Non-Residential Expansion

Goal: To Build Economic Diversity Through Accessible Non-Residential Development		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Increase the number of industrial and commercial businesses	Diversify the economy and build the non-residential tax base
b)	Be open to innovative models of doing business in town	A range of opportunities will be explored to accommodate a variety of business models. These may include partnerships, co-ops, Municipally Controlled Corporations, Public-Private Partnerships)
c)	Prepare land for future development (shovel ready)	Increased development potential and attractiveness
d)	Increase business because of the multi-modal network in the region	Businesses will be attracted to our community

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	The residential - non-residential tax ratio shifts in favour of non-residential	2022 Q4	P&D
b)	Council considers an innovative economic diversification plan	2021 Q1	EcDev
c)	There is always at least five years of developed non-residential land available for immediate use	2023 Q4	P&D
d)	Calmar actively participates in regional economic development	2023 Q4	EcDev

3.4.2 Residential Development

Goal: To Provide Support for Residential Development that Reflects the Needs of Our Community		
Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Consider internet as an essential utility for business growth	Ensure businesses and residents have access increased connectivity, more reliability, and greater bandwidth
b)	Create property tax incentives for accessible housing	Business will have access to a local labour force, increasing both the residential and non-residential tax-base
c)	Develop a plan to attract attainable housing options	Provide housing options for moderate income individuals and families

Performance Measures			
Strategy	Measure	Target Time	Lead Role
a)	Economic development plan includes a plan for increasing choice and bandwidth in internet service provision	2021 Q1	EcDev
b)	Council considers tax options that will help attract a wide diversity of housing types	2022 Q3	P&D
c)	Calmar hosts an attainable housing symposium and invites regional partners	2022 Q2	EcDev

3.4.3 Practical Development Processes

Goal: To Streamline the Development Process as a way to Encourage Growth in the Industrial, Commercial, and Residential Sectors

Strategies (We Will...)		Desired Result(s) or Achievement(s)
a)	Identify to developers where town infrastructure is located/planned	Maximized development potential will lead to effective infrastructure planning
b)	Develop flexible development and design standards	Increase developer interest by reducing the costs to develop
c)	Create a tax incentive program and business incubator program	Non-residential assessment growth
d)	Streamline the permitting process	Developers will be able to build businesses faster and spend less time waiting for permits
e)	Purchase land for future development potential	The ability to determine the best overall options for development

Performance Measures

Strategy	Measure	Target Time	Lead Role
a)	Municipal Development Plan and Area Structure Plans are all current and reviewed regularly	2023 Q4	Council
b)	Calmar adds at least two net new businesses each year	2023 Q4	EcDev
c)	Council considers a business incubator program	2022 Q1	EcDev
d)	Permitting timelines are as short as possible while still providing required due diligence	2022 Q4	P&D
e)	Calmar maintains at least 20 years of land suitable for residential and non-residential development.	2023 Q4	P&D

4. Conclusion

The pages of Calmar's 2020-2024 Strategic Plan provide a roadmap that was developed by the Town's elected officials and Administration. It is important that both Council and Administration work together to achieve the priorities that are outlined in this plan.

Also important is the recognition that the environment in which the Town operates is always shifting. In response, the Town's plans also must change to remain relevant. As with any plan, this one must be used, reviewed and updated on a regular basis.

4.1 Creation Credits

The following individuals participated in the initial creation of this strategic plan. Their contributions are significant and vital.

Members of Council

1. Wally Yachimetz, Mayor
2. Terry Balaban, Councillor
3. Krista Gardner, Councillor
4. Keith Froese, Councillor
5. Don Faulkner, Councillor

Members of Administration

1. Kathy Krawchuk, CAO
2. Mike Storey, Director of Finance
3. Graydon Nielson, Public Works Foreman
4. Pasquale Leggio, Community Peace Officer
5. Byron King, Recreation Coordinator
6. Ruth Sider, Development Officer
7. Yvonne Pearson, FCSS Coordinator
8. Michelle Levasseur, Economic Development Officer
9. Susan Parkinson, Library Manager

Professional assistance in working with Council and Administration was provided by:

External Advisors

- Ian McCormack, CMC, Strategic Steps Inc.
- Chris Belke, Strategic Steps Inc.
- Kaitlin Byar, Strategic Steps Inc.



**Appendix 1 - 2023 Review of the Economic Development & Tourism Action Plan /
Big 7 Strategic Action Plan.**

NO.	INITIATIVE (ACTION)	STATUS
1	Formal adoption of the Strategic Action Plan	Completed
2	Launch a Business Visitation Program.	Completed – Conducted in 2019 and 2022
3	Initiate opportunities for Council, Administration and business to collaborate	Completed – Business Breakfasts / Brunch / BBQ
4	Create a series of promotional video.	Complete – First video is complete. Any additional videos need to be flushed out for their purpose.
5	Advocate to reclaim areas of contamination in undeveloped lands.	Ongoing
6	Explore funding scenarios to invest in our community.	Completed – Cooperative engagement
7	Explore grant funding to engage a qualified firm to help brand Calmar.	Completed - Unfussy
8	Launch a formal downtown vitalization sub-committee.	Completed
9	Partner with residential developers on promotion strategy.	Completed – Be Neighborly Be Nice
10	Explore and leverage Canada’s Universal High Speed Internet Program.	Ongoing – Big Wifi --- Canadian Fibre
11	Explore the opportunity & feasibility to develop a local campground with Sani-dump	Moved to Recreation Department – Already working on this.
12	Engage youth in planning and future projects.	Moved to FCSS / Recreation Departments – Already working on this.
13	Explore regional and provincial opportunities to network and promote Calmar.	Ongoing – Minister’s Dinner, APAA Conference
14	Invite regional Food Trucks to Calmar.	Complete – Recreation Board events
15	Advocate for the implementation of Provincial Highway directional signage to Calmar.	Completed – Calmar sign is on the books to go up just outside of Leduc this year.
16	Explore options to becoming an active member at the Canadian Home Builders Association (CHBA)	Completed – Was a member in 2020
17	Develop a fibre optic business plan to identify need, requirements, costs, and funding options.	Unknown – could not find a business plan, but we do have the information on the Wi-Fi speeds through the AB government.
18	Develop a digital business and entrepreneurial resource package.	Completed – Calmar Co-Work Flyer, Go Digital Brochure, COVID supports brochure. All posted on the website.
19	Partner with downtown businesses to promote the best of destination businesses in Calmar.	Completed – “Shop and Dine on 39.

20	Identify a temporary street front location to host summer pop up shops.	Completed – Market on Main
21	Develop, implement, and market a business attraction plan.	Ongoing – Changing the negative relationship with local businesses to make Calmar attractive to new businesses and residents.
22	Develop and implement a business satisfaction survey	Stalled, then turned into a Communications Strategy – Survey was originally approved by Council in 2019, under the “Our Ambitious Future” project. I cannot find any survey results. The same time an RFP went out for a Communications Strategy, which was done by Unfussy.
23	Develop a roadside business directory on the east and west entrances to town.	Completed – Alberta Transportation signs are up
24	Explore and engage in opportunities to meet and collaborate with tourism operators regionally and provincially.	Stalled – could not find anything on this action item or any information that this is still a priority for our local businesses
25	Develop a campaign to increase the local’s knowledge on local tourism destinations.	Completed – Shop local social media campaign
26	Host an information session on running an Air B & B.	Stalled – There is no one asking for this type of session. Through the Business Breakfasts, we will be introducing topics that are relevant to the business community.
27	Create and promote an Investment Readiness Package.	Stalled – created a board to look into the feasibility to have locals and others to invest in businesses and development in Calmar.
28	Inventory available land and buildings.	Ongoing – we update the webpage every quarter to keep an active list of available land and buildings
29	Develop a incentive program to include new business and resident development.	Complete – Development Incentive Grant Program
30	Work with the Public Communications Committee to review and enhance the town website.	Complete – Unfussy and Elite is currently redoing the website.
31	Engage a qualified firm to develop a branding strategy.	Complete - Unfussy
32	Engage a firm to collaborate on a formal Downtown Vitalization Plan.	Complete – Community Vitalization Plan, Dialog Consulting.
33	Develop a promotion and marketing plan.	Complete - Unfussy
34	Expand and enhance social media presence on Instagram and LinkedIn.	Ongoing – Increased social media presence in 2023 and will continue to build off of the momentum.
35	Develop a Canadian Provinces Rock Park.	Stalled – Funding to bring rocks to Calmar from across Canada is not feasible.
36	Partner with Communities in Bloom to develop and promote a destination garden area.	Stalled - Cannot find any information on the botanical garden area that was to be a partnership with CIB
37	Explore opportunities to partner with private farmers to develop tourism product. (ex. Corn Maze)	Completed – Market on Main

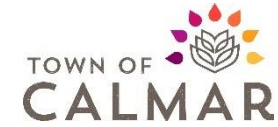
38	Host a cultural food fair.	Completed – Market on Main
39	Develop history and cultural experiences for visitors to explore Calmar (ex. Museum)	Stalled – Calmar History Committee
40	Explore and develop joint marketing initiatives to promote local business.	Ongoing – Sponsorships and events
41	Complete a feasibility assessment for new development projects of interest to the community.	Stalled – Looked into purchasing the land next to arena but it was determined to be not feasible.
42	Host an Economic Development Summit	Completed – Calmar Community Business Summit 2021
43	Develop an event strategy to engage the community and attract visitors to town.	Moved to the Recreation Department. Already working on this.
44	Host a local business Trade Fair.	Ongoing – Partnering with all municipalities in the County to host a business & job fair called the Career Connect Symposium – to be held in October, 2023
45	Implement a downtown façade improvement grant program to meet architectural guidelines.	Stalled – There are no current grants available for downtown façade improvements. There were lots about 5 years ago, but no longer.
46	Actively create and promote summer activities in the downtown.	Moved to the Recreation Department. Already working on this.
47	Collaborate with existing community groups to host a year-round farmers market	Ongoing – A company is looking to host a year-round market in Calmar’s downtown. Market on Main also looked into hosting their weekly market through the winter.
48	Enhance community signage to promote and showcase the town (ex. Gateway signs)	Ongoing – Sunrise to sunset banners down both highways, Travel Alberta destination sign at both entrances on highway 39.
49	Collaborate with downtown business on a promotional campaign.	Ongoing – Bag project that turned out to not be feasible. Sponsorships though out Calmar – arena, ballpark, parks, etc.
50	Work with the PCC to create a social media community engagement strategy.	Ongoing – the PCC has disbanded but Administration has created a Communications Team, consisting of ED, Rec, FCSS, and Admin, to determine ways to improve communication from the Town to businesses, residents, tourists, government, etc.
51	Identify tourism destinations and develop an extensive wayfinding strategy.	Stalled – Held a meeting with Alberta Transportation to request wayfinding signs along highway 39. One sign will be installed in 2023 just west of Leduc.
52	Develop the “World’s Biggest something” that represents the community’s brand.	Stalled – During the Community Vitalization Plan development, there were discussions with the Calmar Bakery to have a “World’s biggest donut.” Recently, other businesses have expressed a preference to have something more depictive of Calmar as a whole instead of one business. Ex: a Ukrainian headpiece made out of metal and used for flower displays in summer and Christmas displays in winter.

53	Collaborate with local businesses on development projects.	Stalled – A cooperative was investigated to bring in business and the municipality together on purchasing and developing land in Calmar.
54	Complete a cost analysis to run services to highway commercial lands.	Stalled – not feasible for the municipality to take on this without the partnership of the developers.
55	Implement an incentive strategy for new development.	Complete – Development Incentive Grant Program

39 / 55 = Completed and Ongoing Actions.

4 / 55 = Moved to another department that is already doing the initiative.

12 / 55 = Stalled Actions.



Town of Calmar

Growth Report for Discussion

Meeting:	Special Council Meeting
Meeting Date:	August 15, 2023
Originated By:	CAO Losier
Title:	Growth Report – July 2023
Approved By:	CAO Losier
Agenda Item Number:	3 H

BACKGROUND:

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

Permit #	Date applied	Civic Address	Applicant	Project	Value	Variance	Type	Authority	Comments
2023-016D	July 7	5006 - 53 Avenue	Kurtis Knahs	deck	\$ 1,576.46	no	N/A	Development Officer	N/A
2023-017D	July 7	4724 50 Avenue	S.B.H. Enterprises Inc.	accessory patio	\$ 5,000.00	no	N/A	Development Officer	N/A
2023-018D	July 18	5017 - 52 street	Robert Berube	pool	\$ 3,000.00	no	N/A	Development Officer	N/A