TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD IN PERSON AND VIRTUALLY APRIL 15, 2024 COMMENCING AT 6:30 PM

GoToMeeting

Public Access Code: 211-016-493

AGENDA

ITEM SOURCE

- 1. Call to Order
- 2. Adoption of Agenda
- 3. Public Hearings
- 4. Delegations
 - a) Jijo Antony, Welding inspection Service
- 5. Adoption of Minutes
 - a) Regular Council Meeting March 18, 2024
 - b) Committee of the Whole Meeting March 27th, 2024
- 6. Unfinished Business None
- 7. Bylaws or Policies
 - a) Bylaw #2014-14 Municipal Planning Commission Bylaw
- 8. New Business
 - a) Lot 36 Municipal Reserve
 - b) Bulk Water Fill Station Agreement
 - c) Recreation Workshops
- 9. Financial None
- **10.** Department Reports
 - a) Communication
 - b) Recreation
 - c) Asset Management
- 11. Council Reports
 - a) Mayor Carnahan
 - b) Councillor Faulkner
 - c) Councillor Gardner
 - d) Councillor McKeag Reber
 - e) Councillor Benson
- 12. Correspondence
 - a) North Saskatchewan Watershed Alliance
 - b) NSWA Call for Nominations
- 13. Clarification of Agenda Business (Open mic)
- 14. Closed Session
 - a) Development (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)
- 15. Adjournment

REGULAR MEETING OF COUNCIL OF THE TOWN OF CALMAR WAS HELD IN PERSON AND VIRTUALLY ON MONDAY MARCH 18, 2024

Access Code: 211-016-493

1. CALL TO ORDER: Mayor Carnahan called the Regular Council Meeting of March 18, 2024, to order at the hour of 6:30pm.

PRESENT: Mayor Carnahan, Councillors Faulkner, Gardner, McKeag Reber & Benson, CAO Losier & DCS Bryans

2. ADOPTION OF AGENDA:

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

CARRIED R-24-03-0055

3. PUBLIC HEARINGS:

a) Bylaw #2024-02 – Amendment to the Land Use Bylaw

Public Hearing Opened @ 6:33pm

Public Hearing Closed @ 6:38pm

4. **DELEGATIONS:**

a) Eagle Quest Homes - Not in Attendance

Councillor Benson excused himself as he has a pecuniary interest in the topic.

Moved by Councillor Faulkner that this matter is tabled until the CoW meeting and that a decision will be made at the April 02 Regular Council Meeting.

CARRIED R-24-03-0056

Councillor Benson returned to Council Chambers

b) Route 39 – Waiver of Business License Late Payment – Not in Attendance

5. ADOPTION OF MINUTES:

a) Regular Council Meeting – March 04, 2024

Moved by Councillor Faulkner that the minutes of the Regular Council Meeting of March 04, 2024, are hereby approved as amended.

CARRIED R-24-03-0057

6. UNFINISHED BUSINESS: None

7. BYLAWS or POLICIES:

a) Bylaw #2024-02 – Amendment to the Land Use Bylaw

Moved by Councillor Benson that Council gives second reading to Bylaw #2024-02 - Amendment to the Land Use Bylaw.

CARRIED R-24-03-0058

REGULAR MEETING OF COUNCIL OF THE TOWN OF CALMAR WAS HELD IN PERSON AND VIRTUALLY ON MONDAY MARCH 18, 2024

Access Code: 211-016-493

Moved by Councillor McKeag Reber that Council gives third reading to Bylaw #2024-02 - Amendment to the Land Use Bylaw.

CARRIED R-24-03-0059

b) Bylaw #2024-04 - Committee of the Whole Bylaw

Moved by Councillor Gardner that Council gives second reading to Bylaw #2024-04 - Committee of the Whole Bylaw.

CARRIED R-24-03-0060

Moved by Councillor McKeag Reber that Council gives third reading to Bylaw #2024-04 - Committee of the Whole Bylaw.

CARRIED R-24-03-0061

Moved by Councillor McKeag Reber that Council pass a motion to set the Committee of the Whole meeting schedule as the fourth Wednesday each month, with the exception of July, until the 2024 Organizational Meeting, when the future Committee of the Whole meetings will be scheduled as per the bylaw.

CARRIED R-24-03-0062

c) Policy #2024-113 – Downtown Façade Improvement Policy

Moved by Mayor Carnahan that Policy #2024-113 – Downtown Façade Improvement Policy is hereby adopted as presented. Furthermore, Administration is directed to redevelop the downtown development standards.

CARRIED R-24-03-0063

d) Policy #2024-110 – Community Grant Program Policy

Moved by Councillor McKeag Reber that Administration is directed to amend the policy as discussed and bring it back to a future Council meeting for adoption.

CARRIED R-24-03-0064

8. NEW BUSINESS:

a) Endorsement Extension for Application 2022-002S

Moved by Councillor Benson that Council pass a motion to grant a one year extension to application 2022-002S.

CARRIED R-24-03-0065

b) National Police Federation – Request for Letter of Support

Moved by Councillor McKeag Reber that Council pass a motion to accept this as information at this time.

CARRIED R-24-03-0066

REGULAR MEETING OF COUNCIL OF THE TOWN OF CALMAR WAS HELD IN PERSON AND VIRTUALLY ON MONDAY MARCH 18, 2024

Access Code: 211-016-493

- 9. FINANCIAL: None
- 10. DEPARTMENT REPORTS: None
- 11. COUNCIL AND COMMITTEE REPORTS:
 - a) Mayor Carnahan
 - b) Councillor Faulkner
 - c) Councillor Gardner not submitted
 - d) Councillor McKeag Reber
 - e) Councillor Benson

Moved by Councillor Benson that Council accept these reports as information.

CARRIED R-24-03-0067

- 12. CORRESPONDENCE: None
- 13. CLARIFICATION OF AGENDA BUSINESS (Open mic)
- 14. CLOSED SESSION:
- 15. ADJOURNMENT:

The Regular Council Meeting adjourned at 7:52 pm.

Mayor Carnahan

CAO Losier

These minutes signed this 02nd day of April 2024.

COMMITTEE OF THE WHOLE COUNCIL MEETING OF THE TOWN OF CALMAR WAS HELD IN PERSON AND VIRTUALLY ON WEDNESDAY, MARCH 27, 2024

Access Code: 833-358-981

1. CALL TO ORDER: Mayor Carnahan called the Committee of the Whole Council Meeting of March 27, 2024, to order at the hour of 1:33pm.

PRESENT: Mayor Carnahan, Councillors Faulkner, Gardner, McKeag Reber & Benson, CAO Losier, Acting Director, Infrastructure and growth Nielson.

2. ADOPTION OF AGENDA:

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

- Addition of 47 Ave work discussion
- Addition of Personal in camera

CARRIED CoW-24-03-0068

3. DELEGATIONS:

a) Leduc County, FCSS

Two representatives of Leduc Conty FCSS provided an overview of 2023 and highlighted the priorities for 2024. After their presentation, they answered a few questions. The Mayor thanked them for their presentation at 14:16 pm.

- 4. ADOPTION OF MINUTES: None
- 5. UNFINISHED BUSINESS: None
- 6. BYLAWS or POLICIES:
 - a) Grant to Organization Policy discussion
 - b) Development Officer Powers discussion
- 7. NEW BUSINESS:
 - a) Long-term Program Centre Rental
 - b) Policy Creation and Management
 - c) Council Promotional Marketing
 - d) AB Munis resolution
 - e) 47 Ave capital project
- 8. FINANCIAL: None
- 9. DEPARTMENT REPORTS:
 - a) CAO
 - b) Planning & Development
 - c) Corporate Services
 - d) Enforcement Services
 - e) Emergency Management
 - f) Public Works
 - g) Economic Development
 - h) Parks & Recreation
 - i) Family & Community Support Services
 - j) Growth Report

Moved by Councillor Reber that Council accepts these reports as information.

CARRIED CoW-24-03-0071

COMMITTEE OF THE WHOLE COUNCIL MEETING OF THE TOWN OF CALMAR WAS HELD IN PERSON AND VIRTUALLY ON WEDNESDAY, MARCH 27, 2024

Access Code: 833-358-981

	10.	COUNCIL	AND	COMMITTEE	REPORTS:	None
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11. CORRESPONDENCE: None

12. CLARIFICATION OF AGENDA BUSINESS – (Open mic)

Moved by Councillor Benson that Council goes into closed session at 4h09 pm.

CARRIED CoW-24-03-0072

13. CLOSED SESSION:

Councillor Benson leaves the Council Chamber at pm.

- a) Personal 4h18 Benson leaves
- b) Development

Moved by Councillor Reber that Council exit the closed session at 4.55pm.

CARRIED CoW-24-03-0072

14. ADJOURNMENT:

The Committee of the Whole Meeting adjourned at 4.56 pm.

	These minutes signed this	day of	2024.
	Mayor Carnahan		
	Mayor Carnanan		
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~O [×]	CAO Losier		



Request for Discussion (RFD)

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024
Originated By: CAO Losier

Title: Bylaw 2014-14 Municipal Planning

Commission Bylaw

Approved By: CAO Losier

Agenda Item Number: 7 A

BACKGROUND/PROPOSAL:

The Municipal Planning Commission (MPC) operates under Bylaw 2014-14. The bylaw contains the necessary information about the process, the composition, and the various roles. At the last MPC a discussion occurred about the need to update the bylaw.

The current bylaw is attached for reference.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

After reviewing the bylaw, Administration would like to bring a few items to Council's attention. The first item is section 3, establishment and membership.

- Section 3.1 establishes the MPC. This is a system favored by municipalities that do not employ planners and/or development officers. Council should reflect about their vision for the future, if they prefer a system with dual boards (keeping in mind that MPC can be appealed to the Appeal Board)
- Section 3.2 requires 5 members, 3 from Council and two from public at large. Council should think about this ratio and the implication. The recent trend for municipalities that have planning boards (MPC/Appeal) was to use more residents than Councillors, and now the appeal Boards are using exclusively residents. In addition, the participants must follow proper training.

The second component is the role of the secretary.

Section 6.3 is essentially limited to preparing an agenda and minutes. It currently does
not include processing or implementing any decision of the board, nor communicating
the decisions to the applicants. Considering that the Municipal Government Act requires
a Development Authority (MPC in this instance) to inform an applicant on the day of a
decision, this section should be revised or the meeting needs to be held earlier in the day
for the Chair to sign the documentation and inform the applicants of the decisions.

COSTS/SOURCE OF FUNDING (if applicable)

Cost will be pending any changes to Section 3.

TOWN OF CALMAR BYLAW 2014-14

Being a Bylaw of the Town of Calmar in the Province of Alberta to Establish the Municipal Planning Commission of the Town of Calmar

WHEREAS Section 626 of the <u>Municipal Government Act</u>, R.S.A. 2000, as amended ("the Act") indicates that a Municipal Council may establish a Municipal Planning Commission by bylaw.

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

1. Name

1.1. This Bylaw may be cited as the "Municipal Planning Commission Bylaw".

2. Definitions

The following words and phrases mean:

- 2.1. "Act" means the Municipal Government Act, R.S.A. 2000, as amended.
- 2.2. "Council" means the Mayor and Councillors of the Town of Calmar for the time being elected pursuant to the provisions of the Act, whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the terms of the Act.
- 2.3. "Development Application" means an application made in accordance with the Land Use Bylaw for the purpose of obtaining a development permit.
- 2.4. "Development Authority" means the persons established under Section 3 of this Bylaw to perform the functions of a development authority under the Act and the Land Use Bylaw.
- 2.5. "Development Permit" means a document authorizing a development issued in accordance with the Land Use Bylaw of the Town of Calmar.
- 2.6. "Land Use Bylaw" means Bylaw adopted as a land use bylaw pursuant to the Act or the former Act.
- 2.7. "Municipal Planning Commission Secretary" means the person appointed to the position established under Section 6 of this Bylaw..

3. Establishment and Membership

- 3.1. The Municipal Planning Commission of the Town of Calmar is hereby established.
- 3.2. The Municipal Planning Commission shall consist of 5 members, duly appointed by Council, as follows:
 - a) 3 members of Counci, appointed annually at the Organizational Meeting of Council, and
 - b) 2 members of the Public-at Large, appointed annually at the Organizational Meeting of Council or sooner if a vacancy occurs.
- 3.3. Membership on the Municipal Planning Commission shall terminate upon a person ceasing to be a member of the Council.

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3.4. Under extroardinary circumstances, such as when a large number of members of the Municipal Planning Commission may have a potential conflict of interest, the Council may appoint additional members to the Municipal Planning Commission from the public at large for a specific, short period of time, as the Council sees fit, in order to attempt to ensure that the Municipal Planning Commission will have a quorum for a meeting.

4. Chairman

- 4.1. At the first meeting of the Municipal Planning Commission following the appointment of members each year, a Chairman shall be elected by vote of the majority of the members.
- 4.2. A member may be re-elected to the position of Chairman.
- 4.3. The Chairman shall preside at the meetings of the Municipal Planning Commission.

5. <u>Vice-Chairman</u>

- 5.1. A Vice-Chairman shall be elected at the same time and under the same rules as the Chairman.
- 5.2. A member may be re-elected to the position of Vice-Chairman.
- 5.3. The Vice-Chairman shall preside at the meetings of the Municipal Planning Commission in place of the Chairman if the Chairman, for any reason, does not preside at the meeting.
- 5.4. In the absence of the Chairman and the Vice-Chairman, one of the other members of the Municipal Planning Commission shall be elected to preside.

6. <u>Secretary of the Municipal Planning Commission</u>

- 6.1. The position of designated officer for the limited purpose of carrying out the function of the Secretary to the Municipal Planning Commission is hereby established ("Municipal Planning Commission Secretary").
- 6.2. The Municipal Planning Commission Secretary shall be the Chief Administrative Officer or his/her designate and shall not be a member of the Municipal Planning Commission.
- 6.3. The Municipal Planning Commission Secretary shall have responsibilities and functions including the following:
 - 6.3.1. Makes and keeps a record of the minutes of Municipal Planning Commission meetings.
 - 6.3.2. Compiles and provides Agenda and meeting packages to members and make available to the public.

7. **Quorum and Meetings**

- 7.1. A quorum of the Municipal Planning Commission shall be three (3) members of the Municipal Planning Commission.
- 7.2. The Municipal Planning Commission shall meet at such intervals as are necessary to consider and decide on matters before it.

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- The Municipal Planning Commission shall have prepared and maintain a 7.3. file of written Minutes of the business transacted at all meetings and hearings of the Municipal Planning Commission, copies of which shall be regularly filed with the Council.
- A member of the Municipal Planning Commission who is, for any reason, 7.4. unable to attend the whole or a part of the deliberations on a particular application, shall not participate in the continued deliberations or in the decision of the Municipal Planning Commission upon that application.
- The Municipal Planning Commission may make rules as are necessary for 7.5. the conduct of its meetings and its business that are consistent with this Bylaw, the Town of Calmar Land Use Bylaw, and the Act.

Fees and Expenses 8.

- The remuneration, travelling, living and other expenses of the members of 8.1. the Municipal Planning Commission and the Municipal Planning Commission Secretary, shall be established by Council from time to time.
- The fees associated with the launching of applications, and the meetings 8.2. of the Municipal Planning Commission may be set by the Council by Bylaw.

Responsibilities 9.

- The Municipal Planning Commission shall: 9.1.
 - 9.1.1. advise and assist the Council with regard to the planning of orderly development within the Town, and
 - 9.1.2. act as Development Authority for the Town of Calmar where provided for in the Town of Calmar Land Use Bylaw.

10. **Effective Date**

- 10.1. This Bylaw shall come into force and take effect on the date of third reading and signing of this Bylaw.
- 10.2 Bylaw 2006-12 is hereby rescinded.

READ A FIRST TIME THIS 3rd DAY OF NOVEMBER, A.D. 2014.

Town Manager

READ A SECOND TIME THIS 1st DAY OF DECEMBER, A.D. 2014.

READ A THIRD TIME AND FINALLY PASSED THIS 1ST DAY OF DECEMBER,

A.D. 2014.

for Mayor



Request for Decision (RFD)

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024
Originated By: CAO Losier

Title: Lot 36 Municipal Reserve

Approved By: CAO Losier

Agenda Item Number: 8 A

BACKGROUND/PROPOSAL:

Towards the end of March, Administration's received an application for a fence located at 37A Parkview Crescent. In meeting the new owner on site, it became evident that something was off with the current configuration of the trail and fences. After reviewing the GIS data and the original subdivision plan, Administration confirmed that the Town owns a Municipal Reserve (MR) lot of 10 ft wide between lot 37 and 37 A.

As the legal system in Alberta requires a surveyor to confirm location, the Town hired Alberta Geomatics to survey with temporary marker the MR lot. This exercised confirmed that the resident of lot 37, Parkview Crescent are encroaching 8 feet within the MR lot.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Because the previous owners of 37A allowed the community to go though their property, this situation was never unveiled. Now that the situation is known, a few discussions have occurred between the 3 parties (town, new owner of 37A (west of Town's lot), owner of 37 (east of Town's lot). Please see map below depicting the area.





All parties agreed that there must be connectivity maintained between Peace Park and Parkview Crescent (which is an access point to Centre Park). The parties have agreed in principle to have a slightly narrower linkage. Instead of 10 feet, the Town can ensure connectivity with 8 feet. It is not ideal, but it can work. To make this happen, the owner is prepared to donate 3 feet to the Town on their eastern boundary conditional to the Town recognizing their donation and committing to using this land for the sole purpose of the community in perpetuity.

The owners of lot 37, who were not aware of the situation, have invested time and resources in landscaping and developing their property. Their current fence, 1 shed, and the base for their hot tub are located within the 8 feet encroachment. They are prepared to pull their assets by 3 feet. This would result in 5 feet of the current MR being free and combine with the 3 feet of lot 37A, would give the 8 feet connectivity that would be required. This also mean that the owner of Lot 37 would acquire 5 feet from the Town's MR lot. It is important to note that the Town cannot make a direct sale of this land being an MR parcel, a public hearing would be required.

As for the value of the Town's land, a rough estimate would be using the average value of \$60,000 for a residential lot which can be translated to about \$1,000 to \$1,500 per linear feet of frontage (lot width being 40-60 feet). Therefore, 5 feet would have a value of \$5,000 to \$7,500.

To resolve this situation, there will be a cost for resurveying the area, legal fees, registration fees with Land Title, and the cost of building some fencing along the trail. Preliminary discussions are suggesting potential cost of \$4,250 + GST for surveying, a few thousands (estimated \$5K or less) for legal and registration to Titles, and a few thousands (estimated \$4K or less) for fencing.

Option 1: Council direct the Administration to initiate the process to remove owner of 37 Parkview Crescent from the MR lot.

Option 2: Council direct Administration to modify the potential agreement.

Option 3: Council direct Administration to proceed with the potential agreement and get the subdivision ready with all the necessary agreement.

Once an option has been selected, Council will need to provide direction about the cost sharing.

COSTS/SOURCE OF FUNDING (if applicable)

The Town's cost will depend on the chosen option. As this situation is mainly the result of the action of previous owners of lot 37, Administration believes that the new owner of Lot 37A shouldn't have to cover the cost associated with the subdivision process or the registration of the documentation. Furthermore, Administration doesn't believe that the community should absorb the cost of this process while the benefits are mainly for the owners of Lot 37.

RECOMMENDED ACTION:

Council directs Administration to proceed with the potential agreement and get the subdivision ready with all the necessary agreement.



Council provides direction to Administration about cost sharing.



Request for Decision (RFD)

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024
Originated By: CAO Losier

Title: Bulk water agreement

Approved By: CAO Losier

Agenda Item Number: 8B

BACKGROUND/PROPOSAL:

For the last year, Administration has been negotiating an agreement with 2401356 Alberta LTD for the operation of a bulk water station by the applicant. As the Town facility at Woodland Park was facing certain challenges, it was decided to move forward in a partnership at a different location.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The final agreement in front of Council is the result of several months of work done by Administration with the support of Brownlee Law and their water agreement experts. In essence, the agreement ensures the operation of an enhanced facility that will provide water and sanitary services to Calmar residents, businesses, and visitors, as well as other groups and individuals located and/or travelling within our region. The bulk water component is ready, and the agreement will enable the applicant to conduct a soft opening in April and address any issues that may arise.

The second component is for the RV sanitary dumping. It will not be completed until June. Currently, our fee bylaw does not properly address this use. The Town will have to work with the applicant to establish an appropriate fee and process. The applicant will be tracking the level of activity and reporting back to the Town over the summer.

Finally, the Town of Calmar will have to initiate a transition period so that current customers are informed of the upcoming change in bulk water services. Once the new station is operational, the current one will not be serving the public anymore but will remain active for town usage only.

Option 1: Council direct the Mayor and CAO to execute the agreement with the understanding that the second component will have to be addressed.

Option 2: Council direct Administration to modify the agreement and return to Council at a future meeting.



COSTS/SOURCE OF FUNDING (if applicable)

The Town has invested already significant resources in preparing the agreement. If Council directs Administration to conduct more changes, there will be additional cost. As soon as the applicant is operational, the Town will be receiving revenues from the sale of water.

RECOMMENDED ACTION:

Council directs the Mayor and CAO to execute the agreement with the understanding that the second component will have to be addressed.

AGREEMENT

This Agreement is made as of the 1st day of April 2024 ("Effective Date")

BETWEEN:

2401356 ALBERTA LTD

("Grantor")

- and -

THE TOWN OF CALMAR

("Town")

RECITALS:

- A. 2401356 Alberta Ltd. is the registered and beneficial owner of the Lands as defined herein.
- B. The Grantor intends to construct, own, operate and maintain a bulk water fill station on the Lands and provide water to the public.
- C. The Town has agreed to supply water to the Lands for the proposed bulk water fill station on terms and conditions consistent with the Water Supply Agreement.
- D. The Grantor has agreed to grant the Town the option to purchase the Lands and a right of first refusal on any future sale of the Lands in accordance with the terms and conditions in this Agreement.

NOW THEREFORE, in consideration of the payment of the sum of TEN (\$10.00) DOLLARS to the Grantor by the Town and such further and other consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed that:

Article 1 - Definitions

- 1.01 In this Agreement:
 - (a) "Agreed Variance" means the standard for accuracy for the Meter being tested and calibrated as specified in the November 2018 edition of the American Water Works Association C-700 Series Standards, which is 98.5% to 101.5%, as amended or replaced from time to time;
 - (b) "Agreement" means this agreement, including the recitals and schedules;
 - (c) **"Business Day"** means any day except for Saturday, Sunday or a statutory holiday in Alberta;
 - (d) "Change of Control" means (i) the direct or indirect acquisition by a person or group of ownership of more than fifty percent (50%) of the then-outstanding voting shares of the Grantor; (ii) an amalgamation or reorganization of the Grantor with or into another corporation or entity in which the Grantor's shareholders immediately prior to such amalgamation or reorganization own less than fifty percent (50%) of the successor or surviving corporation or entity immediately after such amalgamation or reorganization; or (iii) the sale, transfer, or other disposition of all or substantially all of the assets of the

Grantor to any person, corporation or entity.

- (e) "Closing Date" means the 30th day following receipt by the Grantor of a Notice, subject to any extension of time pursuant to an agreement between the parties, provided that if the 30th day (or any extension) falls on a day other than a Business Day, the Closing Date shall be deemed to be the next following Business Day;
- (f) "Deposit" means the deposit payable pursuant to the Offer of Purchase;
- (g) "Exercise Date" means the date upon which the Town provides notice under Section 2.04;
- (h) **"Fair Market Value"** means the amount the Lands might be expected to realize if sold in the open market between a willing buyer and a willing seller as of the Exercise Date;
- (i) **"Force Majeure"** means any cause not reasonably within the relevant party's control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, droughts, high waters, water shortages, washouts, inclement weather, emergencies under the *Municipal Government* Act or *Emergency Management Act*, orders or acts of governmental or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to prevent or avoid, provided that the lack of funds alone shall not considered a force majeure event;
- (j) "Grantor" means 2401356 Alberta Ltd. and its successors, successors in title and assigns;
- (k) "Lands" means those lands and premises legally described as follows:

LINC SHORT LEGAL TITLE NUMBER 0031 595 384 0620994;5;14 222 146 612

PLAN 0620994 BLOCK 5 LOT 14

EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.751 HECTARES (1.86 ACRES) MORE OR LESS

- (l) "Meter" means the consumption measuring device located on the Lands as part of the bulk water fill station and owned by the Grantor;
- (m) **"Offer to Purchase"** means a *bona fide* offer to purchase the Lands or any portion thereof received by the Grantor from a Purchaser whose relationship with the Grantor is arms-length (determined in accordance with the provisions of the *Income Tax Act (Canada)*);
- (n) **"Permitted Encumbrances"** means the following encumbrances registered on the certificate of title of the Lands:

Registration Number	Date (D/M/Y)	Particulars
802 165 187	28/07/1980	Utility Right of Way Town – The Town of Calmar
922 181 888	24/06/1992	Utility Right of Way Town – The Town of Calmar

062 094 517	01/03/2006	Utility Right of Way Town – The Town of Calmar

- (o) "Point of Delivery" means the point of delivery for the Lands depicted in Schedule "B";
- (p) "Purchaser" means an offeror under an Offer to Purchase;
- (q) "Rate" means the price for water determined from time to time in accordance with provisions of Schedule "A";
- (r) "Term" means the period of 25 years, commencing on the Effective Date and ending on October 31, 2048;
- (s) "Town" means The Town of Calmar;
- (t) "water" means treated water which is supplied to the Town under the Water Supply Agreement;
- (u) "Water Supply Agreement" means the Water Supply Agreement effective May 12, 2018, between the Capital Region Southwest Water Services Commission and EPCOR Water Services Inc. as amended by the Amending Agreement effective December 18, 2020, and such further and other amendments.

Article 2 - Option to Purchase

- 2.01 The Grantor hereby grants the Town the irrevocable option to purchase the Lands or a portion of the Lands during the Term at Fair Market Value, less adjustments in favour of the Town as provided herein, subject only to the Permitted Encumbrances.
- 2.02 Upon closing, an adjustment shall be made in favour of the Town equal to the principal and interest outstanding under all financial encumbrances which may be accepted by the Town, and adjustments in favour of the Town for all costs (including but not limited to legal fees on a solicitor and his own client basis) incurred by the Town in discharging non-permitted encumbrances.
- 2.03 This option to purchase may only be exercised by the Town during the Term if the Grantor ceases the operation of the bulk water fill station on the Lands or discontinues the provision of water to the public or the Town receives notice in accordance with section 2.04.
- 2.04 The Grantor shall give the Town a minimum 180 days' advance written notice prior to the Grantor's intention to cease the operation of the bulk water fill station on the Lands or discontinue the provision of water to the public.
- 2.05 The Town may exercise this option to purchase by giving notice in writing to the Grantor (or to the then-current registered owner of the Lands), which shall be sent to the address of the registered owner of the Lands as listed on the certificate of title of the Lands.
- 2.06 The purchase and sale transaction shall be completed on the 30th day following the date upon which the option is exercised as aforesaid (the "**Completion Date**"). All normal adjustments shall be made as of the Completion Date. The Grantor shall provide the Town with a registrable transfer of land for the Lands not less than ten (10) days prior to the Completion Date upon reasonable trust conditions. At the Town's option, and at any time throughout the existence of this Agreement, the Grantor may be required to provide the Town with a registrable transfer of land to be held in trust by the Town pursuant to the terms of this Agreement and utilized to complete the purchase of the Lands in the event that the Town exercises its option to purchase and contained

herein.

- 2.07 Upon the exercise of this option to purchase, the Grantor shall immediately cause to be discharged all builders' liens or other non-permitted encumbrances which may have been registered on the title to the Lands. The Grantor shall defend, indemnify and save harmless the Town from and against any and all claims, damages, demands, costs (including but not limited to all legal costs on a solicitor and his own client basis), and expenses of any kind whatsoever made or incurred against the Town as a result of any builders' liens or other non-permitted encumbrances which may be registered on the title to the Lands, or as a result of the Grantor's failure to perform any of its obligations under this option to purchase. Any and all such claims and costs shall, at the sole option of the Town, be adjusted as a credit to the Grantor upon closing.
- 2.08 This Agreement shall enure to the benefit of and be binding against the parties hereto and their respective successors and permitted assigns. Specifically, and without limiting the generality of the foregoing, this option shall bind the Grantor and all future owners of the Lands.

Article 3 - Fair Market Value Determination

- 3.01 Within 21 days of the Exercise Date, the Grantor and Town shall, acting reasonably and in good faith, attempt to determine and agree upon the Fair Market Value of the Lands.
- 3.02 If the Grantor and the Town are unable to agree on the Fair Market Value within 21 days of the Exercise Date, the Grantor and the Town shall jointly appoint an independent and Alberta-accredited professional appraiser within 30 days of the Exercise Date.
- 3.03 The appraiser shall conduct a thorough appraisal of the Lands in accordance with generally accepted appraisal standards in the Province of Alberta and provide a written appraisal within 60 days of the Exercise Date.
- 3.04 The appraiser's determination of the Fair Market Value shall be final and binding upon the Grantor and Town.
- 3.05 The costs associated with the appraisal shall be shared equally between the Grantor and Town.
- 3.06 If either party fails to agree to the appointment of an appraiser, either party may apply to a court of competent jurisdiction for appropriate relief. The court shall have the authority to appoint an appraiser and issue any necessary directions to ensure the fair determination of the Fair Market Value of the Lands.

Article 4 - Right of First Refusal

- 4.01 The Grantor grants to the Town the first right of refusal, irrevocable during the Term, to purchase all of the Grantor's right, title and interest in the Lands, or portion thereof, in accordance with the terms set forth herein.
- 4.02 Upon receipt of an Offer to Purchase, which the Grantor is prepared to accept, the Grantor shall deliver a copy of the Offer to Purchase to the Town. The Town shall have twenty (20) Business Days from the receipt of the Offer to Purchase to deliver a notice to the Grantor, which notice shall state that the Town is exercising its right of first refusal. Upon exercising the right of first refusal, the Town shall be obligated to purchase the Lands or portion thereof on the same terms and conditions set forth in the Offer to Purchase. If the Town fails to give the notice within the time set out above, the Grantor shall be free to sell the Lands to the Purchaser in accordance with the Offer to Purchase presented to the Town. Upon the sale of the Lands to the Purchaser in accordance with the Offer to Purchase, unless assigned to the Purchaser, this Agreement shall automatically terminate with respect to the property described within that Offer to Purchase, but shall continue in full force and effect with respect to the balance of the Lands still held by the Grantor. However, if the sale of the Lands

to the Purchaser is not completed in accordance with the terms of the Offer to Purchase, this Agreement shall continue in full force and effect with respect to the property described within that Offer to Purchase.

- 4.03 Concurrently with the delivery of the Notice, the Town shall deliver any Deposit to the Grantor that may be required under the Offer to Purchase.
- 4.04 If the Right of First Refusal is exercised, the transaction, as between the Grantor and the Town, shall be completed on the Closing Date in accordance with the terms and conditions set forth in the Offer to Purchase.
- 4.05 All transfer documents shall be prepared at the cost of the Grantor and registered by the Town at its cost.
- 4.06 The Grantor shall be responsible for the payment of any real estate or finders commissions or fees in connection with the Offer to Purchase.
- 4.07 Title to the Lands shall, in each and every case, on the Closing Date, be free and clear of all liens, mortgages, interests, charges, reservations, exceptions and encumbrances whatsoever, save only for:
 - (a) the Permitted Encumbrances; and
 - (b) statutory exceptions, including but not restricted to those set forth in section 61 of the *Land Titles Act* (Alberta) and amendments thereto.

Article 5 - Supply and Purchase of Water

- 5.01 During the Term and under the terms of this Agreement:
 - (a) the obligations of the Grantor and Town are subject to the provisions of the Water Supply Agreement, which shall apply to this Agreement mutatis mutandis, and if the Water Supply Agreement is amended, this Agreement shall be amended as far as reasonably practicable to remain in compliance therewith;
 - (b) the Town will use all reasonable efforts to:
 - (i) make water available to the Grantor at the Point of Delivery; and
 - (ii) make the water available to the Grantor at the Point of Delivery in substantially the same quality as the Town received the water under the Water Supply Agreement.
 - (c) notwithstanding section 5.01(b), water restrictions may be imposed from time to time by the Capital Region Southwest Water Services Commission or the Town. The Grantor shall comply with all water restrictions.
 - (d) in the event of a Force Majeure, the Grantor will be entitled to receive a proportionate share of the supply of available water in the same manner as all customers of the Town.
 - (e) the Grantor will pay the Town for all water metered in an amount equal to the product of the Rate and the volume measured by the Meter;
 - (f) Meter reading, billing and payment shall be in accordance with subsection 3.c)iii and section 14 of the Town's *Water, Wastewater, Solid Waste and Recycling Bylaw*, Bylaw 2023-11 as amended or substituted by subsequent bylaws from time to time, which provisions are incorporated into and form part of this Agreement;
 - (g) each party will furnish to the other party such information in its possession or control reasonably required for the proper performance of the respective obligations of the party and shall provide such cooperation as is reasonable for the other party to be able to perform its obligations under this Agreement;

- (h) the Town and the Grantor are individually responsible for obtaining, at their sole expense, all necessary consents, approvals or orders from any level of government, board, tribunal or other regulatory authority which is or is required for each of them to enter into this Agreement or to perform and satisfy their respective obligations described herein. The Town and the Grantor will cooperate with each other and will provide reasonable assistance to each other when requested.
- 5.02 The Grantor shall not allow or permit any connection between its potable water distribution system and another water distribution system or non-potable water source.

Article 6 - Metering

- 6.01 The Grantor owns all metering facilities, piping and connections associated with the bulk water fill station on the Lands.
- 6.02 Once every two calendar years, the Grantor will have the Meter tested for accuracy by an independent and qualified contractor, with the cost of such testing to be shared equally between the Grantor and the Town. The Town may require a copy of the test results.
- 6.03 The Town may require the Grantor to conduct a test on the Meter that is not the annual test contemplated in Section 6.02 above. If the test results indicate that the accuracy of the tested Meter exceeds the Agreed Variance, the Grantor shall pay the costs for such tests and shall, at its sole expense, repair the Meter so that it falls within the Agreed Variance. If the test results indicate that the accuracy of the tested Meter is within the Agreed Variance, the Town shall pay the costs for the test.
- 6.04 If at any time the Meter is out of service or is being repaired so that the measurement of the volume of Water being delivered is not being recorded accurately within the Agreed Variance, or if a test determines that a Meter has not registered accurately within the Agreed Variance, the Meter shall be repaired or adjusted as soon as practical, the measurement shall be corrected for a period definitely known or agreed upon, or if not known or agreed upon for one-half of the period since the last Meter test, and the measurements shall be determined or adjusted, as the case may be, to correct for the degree of inaccuracy using the best available data in the following priority:
 - (a) by estimating the volume based upon deliveries under similar conditions during a period of time when the Meter was working accurately;
 - (b) by correcting the error if the percentage of the error is ascertainable by calibration, test or mathematical calculation; or
 - (c) by using any check measuring equipment if installed and if accurately registering within the Agreed Variance.

Article 7 - Termination

- 7.01 This Agreement will only terminate on the occurrence of the earlier of the following:
 - (a) upon the expiration of the Term; or
 - (b) a written agreement executed by the Grantor and the Town expressly terminating this Agreement.
- 7.02 For certainty, if the Grantor transfers the Lands pursuant to an offer which does not qualify as an Offer to Purchase under this Agreement (for example, a non-arms length offer), or without first presenting the offer to the

Town as required, the right of first refusal granted hereunder shall nonetheless continue in full force and effect and be binding upon any transferees, assignees, heirs, executors and personal representatives of the Grantor.

7.03 In the event that the Lands, or a portion thereof, are transferred to the Town pursuant to the terms of this Agreement, this Agreement shall not be merged in the registration of the Transfer of Land or the payment of the Purchase Price but shall continue in full force and effect until the parties have each fully performed their respective obligations hereunder.

Article 8 - Access and Maintenance

- 8.01 The Grantor shall only access or permit access to the Lands via 43 Avenue at locations approved in writing by the Town.
- 8.02 The Grantor and the Town acknowledge that 43 Avenue is an unpaved gravel road ("Road"). The Town will grade, apply calcium, and gravel the Road as necessary. The Grantor shall, at its costs, periodically provide and spray water on the Road to ensure reasonable dust suppression.
- 8.03 At its expense, the Grantor shall own, operate, utilize, maintain and repair the Lands in the ordinary course of business and shall promptly perform all necessary maintenance and repairs required to keep the bulk water fill station in good working condition. Maintenance and repairs shall include but are not limited to routine inspections, servicing, cleaning, replacement of worn parts, and any repairs necessary to ensure the proper functioning and preservation of the bulk water fill station. The Grantor shall ensure that all maintenance and repairs are performed by qualified personnel possessing the necessary skills and expertise in accordance with industry best practices.

8.04 The Grantor shall:

- (a) permit the representatives of the Town to have reasonable access to the Lands to inspect and assess the condition of the Lands and the bulk water fill station; and
- (b) comply with all laws, regulations, bylaws, codes, guidelines, orders, injunctions and decrees affecting the Lands, bulk water fill station and provider of bulk water to the public.

Article 9 - General

- 9.01 <u>Notices</u> Any notice to a party, including a Notice, shall be given in writing and delivered personally, by courier or prepaid registered mail addressed to the party as follows:
 - (a) to the Grantor at the address of the registered owner set out in the certificate of title for the Lands or address set out in an Offer to Purchase;
 - (b) to the Town: Attention: Chief Administrative Officer

The Town of Calmar 4901 50 Avenue Calmar, Alberta TOC 0V0

or any other address that the Town designates by notice to the Grantor

9.02 <u>Delivery of Notice</u> – Any notice:

(a) delivered personally or by courier on a Business Day will be deemed to have been given on

that Business Day; and

(b) sent by prepaid registered mail will be deemed to have been given on the fifth Business Day after the date of mailing.

Any notice delivered or sent not on a Business Day will be deemed to be given on the next Business Day. If a notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing, there is a discontinuance or interruption of regular postal service so that the notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the notice will be deemed to have been given when it is actually received.

- 9.03 <u>Caveat</u> The Town shall be entitled to register a caveat against the title to the Lands pursuant to this Agreement. The Grantor shall not take any steps whatsoever to discharge this registration, including, without restriction, the service of any notice to take proceedings on such caveat.
- 9.04 <u>Subdivision</u> Notwithstanding any provision to the contrary in this Agreement or an Offer to Purchase, if the option to purchase or Offer to Purchase is for the purchase of a portion of the Lands, the Grantor shall, at its cost, take all reasonable steps toward and complete the subdivision of the Lands. Such costs will include but not be limited to application fees required to apply for subdivision approval and costs of preparation and registration of the plan of subdivision required to create a separate title for the portion of the Lands. Any reserve requirements which arise as a result of the subdivision of the Lands shall remain the responsibility of the Grantor. The Town will cooperate with the Grantor in facilitating the subdivision of the Lands.
- 9.05 Option to Extend The Town grants to the Grantor an option to extend this Agreement for further terms of Five (5) years each, commencing on the expiration of the Term or any extension thereto, on the same terms and conditions as are herein contained. The Grantor shall provide the Town with written notice of its intention to extend no later than Ninety (90) days prior to the expiration of the Term, or the expiration of a subsequent extension term, failing which, the applicable option to extend any subsequent option(s) shall be null and void.
- 9.06 <u>Governing Law</u> This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 9.07 <u>Entire Agreement</u> -This Agreement constitutes the entire agreement between the parties hereto, and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
- 9.08 <u>Amendments</u> This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 9.09 <u>No Assignment</u> Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, which consent may not be unreasonably withheld or delayed. For the purposes of this Agreement, any Change of Control shall be deemed an assignment of this Agreement. However, a Change of Control to a non-arms length person, corporation or entity shall not be considered an assignment under this provision.
- 9.10 <u>Waiver</u> No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a

waiver by such party of its rights hereunder.

- 9.10 <u>Binding Effect</u> This Agreement shall run with the land and enure to the benefit of and be binding upon each party's successors, successors in title, and permitted assigns.
- 9.11 <u>Interpretation</u> This Agreement has been reviewed by each party's legal counsel, and revised during the course of negotiations between the parties. Each party acknowledges that this Agreement is the product of their joint efforts and that they are joint authors of this Agreement.
- 9.12 <u>Unenforceability</u> If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- 9.13 <u>Dispute Resolution</u> In the event of any disagreement or dispute arising from or relating to this Agreement ("Dispute"), the parties shall make their best efforts to resolve the Dispute. Initially, the parties shall engage in informal negotiations to address the Dispute. If these negotiations fail to yield a resolution, the parties may proceed to mediation. Should the parties be unable to agree upon the selection of a neutral and qualified mediator, or if mediation does not resolve the Dispute, the parties attorn to the jurisdiction of the Court of King's Bench of Edmonton for all matters to finally resolve a Dispute, except for Disputes relating to Rates, Charges or Charge Adjustments, which shall be submitted to and determined by arbitration in accordance with the *Arbitration Act*.
- 9.14 <u>Counterparts</u> This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date first above written.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Grantor and the Town have executed this Agreement as of the Effective Date.

Per:			
Per:			

2401356 ALBERTA LTD

Per:
The signatory hereby represents and warrants that he is authorized by 2401356 Alberta Ltd. to sign this Agreement.

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SCHEDULE "A"

RATE

- 1. <u>Rate</u> Rates will be calculated and charged based on the rate-setting principles applied by the Water Supply Agreement and for the first year of the Term shall be as follows:
 - 1.1. General Use Cost plus General Use Charge of \$0.50/m³; and
 - 1.2. <u>Fracking Use</u> Cost plus Fracking Use Charge of \$0.75/m³.
- 2. <u>Use</u> Fracking use exclusively pertains to a use associated with hydraulic fracturing, in a volume greater than 65/m³ pursuant to a single purchase.
- 3. COST "Cost" means the cost charged to the Town for the water under the Water Supply Agreement
- 4. Charge Adjustments On the fifth anniversary of the Effective Date and every fifth year thereafter, the Town may provide written notice to the Grantor of its intent to request an adjustment of the General Use Charge, Fracking Use Charge, or both (referred to collectively and individually as "Charges"). Any adjustment to the Charges shall follow the generally accepted cost-based principles and methodologies for establishing rates, charges, and fees contained in the American Water Works Association Principles of Water Rates, Fees and Charges manual (latest edition). If the Grantor and Town cannot reach a mutually acceptable agreement regarding the adjustment of the Charges, the determination of the adjustment shall be made by an arbitrator in accordance with the Dispute Resolution provision of this Agreement.

SCHEDULE "B" POINT OF DELIVERY

 $\{**ADD\ PLAN\ OR\ AERIAL\ PHOTOGRAPH\ SHOWING\ THE\ POINT\ OF\ DELIVERY\}$

AFFIDAVIT OF EXECUTION FOR WITNESS

	CANADA) I,	the Town of Calmar,
	PROVINCE OF ALBERTA		the Province of Alberta,
	TO WIT:) _M	AKE OATH AND SAY AS FOLLOWS:
1.	¥ ¥ ¥		Allan Brodniansky, who are personally known to me to ent, duly sign and execute the same for the purposes
2.	THAT the same was executed at the subscribing witness thereto;	e Town o	f Calmar, in the Province of Alberta, and that I am the
3.	THAT I know the said persons, and	l each is i	n my belief of the full age of eighteen years.
in the l	RN BEFORE ME at Edmonton, _ Province of Alberta day of	, 2024)) (witness)
1.0	nmissioner for Oaths in and for the P		(witness)
A 1 '0m	imiccionar tor Llathe in and tor the D	rounce	

A Commissioner for Oaths in and for the Province of Alberta

_ _

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

I,	, of the Town of Calmar, in the Province of Albe	rta, MAKE OATH AND
SAY:	Y:	,
1.	THAT I am the sole director of 2401356 Alberta Ltd. (the "Corporation" signing agent of the Corporation named in the within or annexed instrum	
2.	THAT I am authorized by the Corporation to execute the within or annex of the Corporation with or without a Corporate Seal.	ked instrument on behalf
3.	THAT the within or annexed instrument was executed at the Town of Ca Alberta.	ılmar, in the Province of
in the I	ORN BEFORE ME at Edmonton, he Province of Alberta day of, 2024	
	Allan Brodniansky	
A Com of Albo	Commissioner for Oaths in and for the Province Alberta	



Request for Decision (RFD)

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024

Originated By: Councillor Donald Faulkner Title: Recreation Workshop(s)

Approved By: CAO Losier

Agenda Item Number: 8C

BACKGROUND/PROPOSAL: To set a date or series of dates to discuss, explore and formulate short-term and long-term plans for the development of recreational opportunities in Calmar. These workshops will help solidify and focus the Towns direction in developing projects and rough timetable. It will also help to identify budgetary implications. This would include engagement with Calmar residents, County of Leduc residents/elected officials and third-party users. It is also recommended that administration cost out the expenses of holding these workshops.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES: There are existing areas in which the Town lacks cohesive direction, timelines, and potential financial implications for their development. There are also areas in which consideration should be given to accommodate where future expansion of opportunities should occur. The initial conversation should be internal and should identify options and costs. Public and partner engagement should fit into the conversation soon after and be designed to inform and inspire participants, so that we can identify individuals, regional partners, and other stakeholders as champions, to help move forward in a productive and responsible way.

COSTS/SOURCE OF FUNDING (if applicable): Costs need to be calculated by administration and will take into consideration council time, staff time and hosting costs associated with public and partner engagement. Administration will suggest sources of funding for this project.

COST OF MOVING FORWARD/NOT MOVING FORWARD: There will be financial costs associated with potential projects, that could and should be accounted for, but it can be argued that delaying or not making any decisions will have greater costs, due to growing expenses for delaying future development and implementation of plans due to inflation and making reactive/haphazard plans.



SUCCESS LOOKS LIKE: Having a plan that is actionable and committed to, so that we can move forward with it being part of our budgetary planning. Having residents and partners excited and engaged as we move forward.

RECOMMENDED ACTIONS: Pass a motion to instruct administration to actively formulate a date and time for the first in-house workshop, by connecting with council and exploring staff availability. Follow up workshops to be committed to occurring in a timely manner.

It should be noted that it should be a weekday meeting (to best utilize staff) and should include a majority of council members (4/5ths) if not all.



Council Priority Report (CPR) - Communication

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024

Originated By: S. Losier / H. Bryans

Title: Council Priority – Communication Update

Report

Approved By: CAO Losier

Agenda Item Number: 10 A

COUNCIL PRIORITY - COMMUNICATION

Acknowledging that resources are limited, Council decided to identify 3 priorities for Administration. One of these is communication.

ACTION PLAN:

The communication task force met once since the last Council update. It has been working on the communication policy. The intent is to add more substance to the policy by providing examples of items that will be communicated.

Administration also continued its work on enhancing our website. Administration has started the work to modify the Council section of the website. More work will be needed. Furthermore, additional updates were identified to bring the website in alignment with the current fees and practices.

NEXT STEPS:

Next steps include working on additional website upgrades, finalizing the communication policy, and ensuring that Administration understands the purpose of this new tool and implement it daily. Administration will also discuss at its next meeting its recent social media activities and will elaborate plans for upcoming public events and announcements.

The potential special or enhanced Chronicle edition that was discussed at a previous Council meeting should also be discussed. Administration would like to know if Council would like to see the special Chronicle edition for May or June.

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



Council Priority Report (CPR) - Recreation

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024

Originated By: S. Losier / I. Miller, and R. Van Looy

Title: Council Priority – Recreation

Approved By: CAO Losier

Agenda Item Number: 10 B

COUNCIL PRIORITY - RECREATION

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.

ACTION PLAN:

Since the last meeting, Administration has worked with ISL on the outdoor recreational ground stormwater management strategy. We are expecting to receive a report in the next few weeks. It will depict the cost and the infrastructure requirement to address the storm water issues for the entire area. Administration has also made some progress with the Government of Alberta regarding the abandoned wells situation which will be an important topic in the discussion about the outdoor recreational ground.

At the arena, the renovation has begun. The foyer floor has been stripped and the new floor will be installed very shortly. The arena ceiling insulation will be redone in the second quarter of this year, and we are working with Fortis to address the lighting situation in the parking lot. The work order was placed a few weeks ago, and we are waiting in the queue for the work to be conducted. Once the lights are installed, parking stall lines will be painted.

Lastly, Administration will work on the trail policy to bring it back to Council for discussion and adoption in a near future.

NEXT STEPS:

Once the work is done by ISL for storm water management and we have talked with the landowner, Administration will be able to prepare an information package with one or more scenarios that will allow Council to evaluate potential recreational projects in the context of the current capital program.

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



Council Priority Report – Asset Management

Meeting: Regular Council Meeting

Meeting Date: April 15, 2024
Originated By: Graydon Nielson

Title: Asset Management Update Report

Approved By: CAO Losier

Agenda Item Number: 10C

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 Administration and Council 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.

ACTION PLAN:

- 1. The transfer of all assets within MRF have been duplicated into Silversmith Data. All new and existing assets are now being added into Silversmith Data software only. There are a total of 4350 assets within the system now.
- 2. The committee has discussed training for 2024. We are exploring training modules provided by FCM (Federation of Canadian Municipalities). Modules AM 101: Asset management awareness training and AM 102: Core elements of asset management.
- 3. Lifecycle analysis of the residential roadways within town has begun. The goal is to be able to present on the state of roadways, cost implications and an ideal budget/replacement cycle this year.

Next Steps

- 1. Ongoing addition of assets into the software
- 2. Finish the lifecycle analysis of town roadways. Begin work on lifecycle analysis of other major infrastructure systems such as water and sanitary networks.



- 3. Schedule the am 101 and am102 training modules for committee members
- 4. Finalize the Useful Life Expectancy Chart.
- 5. Provide a demonstration of Silversmith Data to Council in Q2.

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

Mayor Sean Carnahan

Council Report March 2024

In addition to regular council meetings, Special council meetings and various correspondence and administration duties

March 4 – Yellowhead Regional Library — Attended the YRL board of trustees meeting virtually. Reviewed and approved number of policy updates and changes put forward by administration. The board was presented with the Annual Audit Financial statements, with the summary being strong revenue growth of \$280K that was reinvested in programing which resulted in small deficit of \$2.3K. Strong reserves are also noted with allows for the sustainability of the regional system. The 2023 Systems annual report was approved for submission to the GOA and the 2023 YRL Annual report was approved for distribution. An ad hoc finance committee was formed to prepare for the 2025 budget process

March 15th-16th – Leduc Regional Housing Foundation – Attended the LRHF annual strategic planning session held at Pigeon Lake. The focus of the session was to continue to build board cohesiveness and understanding of each communities pressures, while at the same time focusing on the needs for affordable housing in the region. LRHF is a medium to large foundation with the number of properties that are owned or managed by the foundation, however we a have one of the smallest per room requisitions of all of the housing management bodies. Deep conversation was had about the desirre as a board is there to increase funding to ensure we can continue to address the growing needs in the region.

March 21st – Leduc Regional Housing Foundation – attended the LRHF finance committee meeting. Reviewed Annual audited financial statements for 2023, with an approval to take to the board for final approval. Attended the LRHF board meeting the same evening where the board approved the 2023 Audited financial statements. The finance committee also presented revisions to the charitable donations policy and reserve account structures that we approved by the board. The board provided direction on investigation of cost to accomplish signage changes, server migration to the cloud as current servers are reaching end of life, contract for social media operations and the replacement or upgrade of an aged end of life nurse call system for Planeview & Cloverleaf. The governance committee presented revisions to the following policies, Appointment of Member at Large, Board code of conduct, Conference-Workshop-Networking, Organizational meeting and orientation all of which were accepted by the board. The board received results of an employee satisfaction survey, an update on Gaetz Landing II construction and an update on the up coming Breakfast Funddraiser.

March 27th – Committee of the Whole – Attended the committee of the whole meeting, Leduc County FCSS provided an in person annual update of programs and successes from 2023. The committee reviewed the Grant to organizations policy and provided feedback. Had discussions on development officer powers and how they relatete to allowance relating to historical changes in the Land use Bylaw. The committee had discussion on the following items, Long Term rental of Program Centre, Policy creation and management, promotional material and a possible AB munis resolution related to utility distribution costs in Alberta.

Council Report

Don Faulkner

April 15, 2024

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

Mar. 1/24, Alberta CARE Spring Seminar wrap up.

- Interesting conference which I attended as a Leduc & District Waste Management Commission Board member.
- Topics covered included EPR (Extended Producer Responsibility), presented by Ed Gugenhiemer, CEO, Alberta Recycling Management Authority. Also touched on by Amy Johnson, Senior Management Engineering Technologist for the City of Camrose.
- Tour on Feb. 28, include PolyAg Recycling Ltd. in Bashaw (grain bags and cover tarps),
 Camrose Regional Landfill (an area that is going into "hibernation", as West Dried Meat
 Lake Landfill takes on larger role), Centra Cam Depot (recycle center in lieu of blue bag,
 something that we use to do), and Restore Area/Emergency Depot.
- The tour on Feb. 29, included West Dried Meat Lake Landfill and K & K Prairie Recycling.
- Great presentation by Associated Engineering on 3D Modelling and Visualization Software to look into your Future Landfill Plan.
- There was also a presentation on the Camrose Wastewater Treatment Hy-bred
 Treatment Technology for removing Ammonia and Phosphorus from wastewater.

Mar. 4/24, Regular Council Meeting

Refer to Calmar Web Site for agenda and minutes.

Mar. 9/24, Chamber 2024 Business Awards Gala

 Attended along with the rest of council, great to see local businesses acknowledged and show them and others our appreciation for their achievements. Also, a great opportunity to network with other area political leaders.

Mar. 13/24, Seniors Meeting

- Insurance, still waiting for quotes. Questions were asked about "add on" to Town Policy and I told them that it would add liabilities to our policy, and it would be hard to calculate what that would be and how we would apply it. I also mentioned our desire to be fair and equitable to all local organizations.
- Questions on storage of bus, Quonset or Garage which is the best option? No decision was made, although I believe that there was to be some conversation with the Town. I

believe that we need to find a permanent solution and that might tie into what they decide to do with the bus. Maybe the purchase we talked about last year could reappear, as a temporary solution for us and them, we need to have a conversation about if we what to move forward with a community bus and look at what that looks like.

- I mentioned the façade program and mistakenly thought that they would qualify for it, I have since found out differently and I believe Sandra made it clear to Terry (maintenance committee chair) how it works at the business brunch.
- Some discussion on upcoming social events and some discussion about rates for building rentals.

Mar. 13-15/24, AB Munis Spring Municipal Leaders Caucus

- RDFs passed were "Member RDF from Jasper Childcare Capital Grant Program" and "Member RDF Regional Economic Development Alliance (REDA) funding".
- Remarks from Municipal Affairs, presentation "Whiskey's for Drinking; Water's for
 Fighting (diving into upcoming season drought conditions and activities regarding water
 management)", Presidents Report, Bridge over Troubled Waters: Fostering Respect
 (need for civility between Council members, Administration, and the Public), Policy
 Palooza: crafting resolutions that hit the right notes, breakout sessions (mingle in the
 Municipalities).
- Great opportunities for networking during the event and in the evenings.

Mar. 18/24, Regular Council Meeting

Refer to Calmar Web Site for agenda and minutes.

Mar. 21/24, Capital Region Southwest Water Service Commission (CRSWSC) board meeting

• Managers' Report: Construction, the west water line installation, including all boring under the QEII, is now complete less tie-ins to the EPCOR main which will be done in Spring. Piping modifications for the City of Beaumont reservoir are scheduled for the last week of March. County East piping modifications will be scheduled after completion of the Beaumont modifications. EPCOR Amending Agreement, Administration and Brownlee LLP have reviewed the proposed draft second amending agreement from EPCOR. Once the revisions are finalized with EPCOR, the agreement will be brought forward to the Board for approval. Municipal Developments, Administration received 5 notifications of Subdivision developments/extensions, Administration had no concerns with the documents provided and no comments were provided back to the Members. Regional Water Customer's Group (RWCG), the RWCG subcommittee continues to discuss the Cost-of-Service model allocations with EPCOR. Main discussion points to date have included cost of capital, percentage of pipes allocated to the transmission system, solar at E.L. Smith and EPCOR's reorganization, the consensus around the table is that the model is likely appropriate so most changes will be of a minor nature. Water

Treatment Plant Tour, Administration has coordinated a tour of EPCOR's E. L. Smith Water Treatment Plant in Edmonton prior to the regularly scheduled board meeting on May 16, 2024. EPCOR Demand Management Condition C, In the afternoon of January 29, 2024, CRSWSC received a notice from RWCG upgrading the situation to Demand Management Measure C which imposed a ban on non-essential potable water use for all municipal operations and a mandatory water ban prohibiting the general public from non-essential water use. Administration noted that the CRSWSC reservoirs did not drop substantially below typical levels throughout the incident. Millet Transmission Main Repair, the final repairs to the Millet transmission line were completed during the week of January 29th. EIA Reservoir 2, Commission staff recently convened with Leduc County to address the deficiencies outlined by Associated Engineering. The meeting proved highly productive, with Leduc County now taking proactive steps on behalf of EIA to rectify the identified issues. Highway 21 Electrical Issues, we are awaiting formal report from Vector to supply to Associated for a decision on what the next steps should be. **Commission Facility Locates**, Commission operators completed 54 Utility Safety Partner locates in 2024 on Commission facilities, as compared to 37 in 2023 at this time.

- Treasurer's Report: Financial Update, the financial reports have been prepared up to Feb 29, 2024. After two months of operations, there should be approximately 17% of the budget spent/earned. Overall, the commission is on track with respect to expenses with an overall budget spent of 16%. Management expenses are under budget with 9% of the budget spent and operating expenses are on budget for the year with 16% of the budget spent. 2023 Audit, The Commission Auditors, MNP LLP, are still conducting their audit work at the writing of this report. The audit report and findings, along with the final representation of the Commissions finances will be presented at the Annual General Meeting (AGM) on April 18, 2024. More detailed information is available upon request.
- New Business: Drought Management, Shawn Olson emphasized the importance of municipalities being informed by our Emergency Response Plan (ERP) and mentioned that Administration is currently in the process of updating it. Once completed, Operations will convene with all technical members of the municipalities to brief them on the new ERP. Shawn highlighted that at a broad level, Administration will recommend actions for municipalities to take, and noted that water saving tips are provided on the Capital Region Southwest Water Services Commission website. However, there was also encouragement for municipalities to actively share this information with their residents. City of Camrose Feasibility Request, it is recommended that the Capital Region Southwest Water Services Commission Board of Directors direct Administration to work with the City of Camrose and other potential municipal partners on an application for the funding of a feasibility study.

Mar. 26/24, Calmar Business Brunch

• As the attendance for this event indicates, it is growing in popularity. Nice having a theme and presentation, it goes over well with the group. Sandra is doing an excellent job with this event, and I feel that the business community feels listen to and engaged.

Mar. 27/24, Committee of the Whole meeting

• Refer to Calmar Web Site for agenda and minutes.

Mar. 27/24, Leduc & District Regional Waste Management Commission board meeting

- Managers Report: PDO, Request for Quotations (RFQ's) have been circulated to several general contractors with a submission deadline of March 28, 2024. Organics Processing, Drivers continue to provide feedback on load quality and corroborating photo documentation. In February, we received 193 MT of organics, both commercial and municipal. Annually we are down slightly. Cell 5 Update, the spreading of the initial layer has been delayed. To use the wood and tire material on site for this purpose, training on the shredder is required to process the wood, and a thumb for the excavator is needed to feed it. Site Activities and Security, February's invoices for landfilling services were roughly \$20,000 more than that billed in 2023. The operator continues to correct slopes, excavate soils stockpiles, and cover exposed waste, in addition to landfilling waste. The report on the crack that was discovered in the Transfer Building floor has been received. Preparations have been made for the 2024 Bird Program in early April. Waste Tonnage, 2024 continues to trend slightly down from 2023, with a drop of 167 MT and 25 less customers accessing the site. Site Improvement, the unattended commercial scale is now operational. RFID cards are being tested with a small number of drivers prior to a wider rollout. Collaboration with Other Regions, we have added the City of Red Deer to our list of collaborators with the introduction of Dave Amendt. Soil Inventory, Soils stockpiles will be heavily utilized over the next few months as they occupy airspace needed for waste placement. In 2024, a balance will be determined between soil needed for cover and the amounts needed for revenue. Health and Safety, E360 integrated health and safety reporting process is operational. Incident reports, safety meetings and field level hazard assessments are recorded online and stored for future reference. Site Inspection, A site inspection was conducted on February 28, 2024. Goodwill Pilot Project, A License Agreement has been drafted and is in the final stages of approval. The License Agreement is for a period of 5 years. More details are available upon request.
- <u>2023 Capital Carry Forwards</u>: the Board approve the 2023 carry forward amount of \$80,000 for the Capital projects, which will be funded from the Capital Reserve.
- Public Education & Communication Strategy: Michael Hancharyk Verbal.
- Recycled Plastic Sign: Michael Hancharyk Verbal.
- EMRB Solid Waste Collaborative: Mike Pieters Verbal.
- More details available upon request.

Mar. 28/24, A point of interest, I had my fiber installed 😉

Krista Gardner Councillor Report

February 2024

Feb 1st- Alberta Interim Police Advisory Board (ABmunis representative)

Feb 2nd- State of Economic Development in Wetaskiwin Chamber of Commerce Luncheon

Economic Development Officer McIntosh and I attended this luncheon regarding successes, challenges and lessons learned in EcDev in Wetaskiwin. There were lots of good insights into how to get your community onboard with promotion and economic development. A key highlight was a conversation with the Discover Leduc Region team about developing a regional calendar for events so we can schedule events in order to not conflict other local events and hopefully see better attendance in Calmar.

Feb 5th- Provincial Police Advisory Board Information Session

Feb 5th- Regular Council Meeting

Feb 7th- Asset Management Committee Meeting

We reviewed the plan for asset cataloging in the Silversmith software and the education plan for staff and Council.

Feb 7th- Multi-Stakeholder Engagement Advisor Committee for the Alberta Energy Regulator Meeting

Feb 7th- Elected Officials Education Program Council's Role in Service Delivery

Feb 8th- Alberta Municipalities Executive Committee Meeting

Feb 9th- Alberta Municipalities Municipal Governance Committee Meeting

Feb 14th- Elected Officials Education Program Council's Role in Service Delivery

Feb 15th-19th- Alberta Municipalities Member Visits to Slave Lake, High Level, Manning, Peace River, Grimshaw and Whitecourt as well as volunteering for the Grande Prairie Alberta Winter Games

Feb 20th- Regular Council Meeting

Feb 21st- Edmonton Regional Waste Advisory Committee

The committee reviewed the terms of reference, had a presentation from Heidelberg Materials on their plans for low carbon cement and concrete and had a tour of the Edmonton Waste Management Refuse Derived Fuel Plant. This committee is all about collaboration and information sharing to reduce waste and improve environmental outcomes.

Feb 22nd- Alberta Municipalities Board Meeting

Feb 27th- Ridley Law Office Grand Opening and Ribbon Cutting

I attended this event with Councillor Faulkner. We are thrilled to have them in Calmar, and I love that we are attracting more professionals to our Downtown.

Feb 28th- Special Council Meeting

Feb 28th- Elected Officials Education Program Council's Role in Service Delivery

March 2024

Mar 1st- Webinar on Government of Alberta's 2024 Budget and it's Impact on Municipalities

Mar 4th- Regular Council Meeting

Mar 9th- Leduc, Nisku and Devon Chamber of Commerce Annual Awards Ceremony

I was thrilled to be in attendance when so many local entrepreneurs were celebrated. Congratulations to all of the nominees and especially to our very own ...Is Good Coffee Bar & More for winning Start Up Business of the Year! Calmar also sponsored an award this year for Diversity, Equity and Inclusion and I love seeing us get out and support businesses and the Chamber.

Mar 13th-15th- Alberta Municipalities' Spring Municipal Leaders Caucus

This was a fantastic gathering of local elected leaders. I deliver a session on ABmunis' Resolution process and attempted some matchmaking for like-minded municipalities. I also facilitated the targeted Towns "Mingle in the Municipality" session. It was gr4eat to have the opportunity to shar4e successes and challenges with similar sized communities. In addition, we had presentations on the upcoming drought and water concerns, mental health and overcoming challenges in local leadership, and sessions with a wide variety of Ministers as well as hearing from the Premier.

Mar 18th- Elected Officials Education Program- Council's Role in Strategic Planning

Mar 18th- Regular Council Meeting

Mar 20th- Brownlee Synergy Luncheon

Mar 21st- Alberta Municipalities Executive Committee Meeting

Mar 21st- Capital Region Southwest Water Servies Commission

Mar 22nd- Alberta Municipalities Investment Advisory Committee Meeting

Mar 26th- Calmar Business Breakfast

I was thrilled to see a huge turnout for this event. We had great conversations at my table, and I loved the presentation from Community Futures.

Mar 27th- Committee of the Whole

Mar 28th- Welcoming and Inclusive Communities Networking Event

Council Report March 2024

Councillor Jaime McKeag Reber

March 4th- Regular Meeting of Council

March 8th- Presentation to the Grade 6- Councillor Gardner and I attended the Elementary school to meet with the Grade 6 class and talked about Roles of Municipal government. It was a really great experience with great questions anywhere from: Who is in charge of what Pokemon cards come to Calmar? Are we allowed Roosters in Calmar? How many dogs can a person have? What are the checks and balances in place to ensure there is no misappropriation of tax payers dollars? I look forward to going back one day! Thank you to the City of Leduc of their short video that we used for our presentation.

March 9th Chamber Business Awards – an excellent night of comradery and celebration. I am so pleased that we took the time as a Council to support this event and to be there to cheer on the many CALMAR Award Winners. Special shout out ...Is Good Coffee Bar and More for their win. It was wonderful to witness their success and to celebrate it with our community.

March 13th-15th- Municipal Leaders Caucus- Another great and informative event brought to us by AB Munis. I would say that this was one of the best events we have been to with excellent sessions led on what to expect with the upcoming year for Drought and Fire and things to be aware of. Coucillor Krista was a lead in a conversation about resolutions, what has been done, what still needs to be done and how we as a group can be more effective. As we prepare for our next session in the fall I found this to be one of the best session that was held and Krista did an incredible job.

March 17th- Communities in Bloom AGM and Meeting- The AGM- Gwen Speed has maintained her position as Chair of CIB, I am now the Vice Chair, Stephanie Trubetskoff is the Secretary, Debbie Ruth the Treasurer, with Elsa Sun and Jaime Clay as Directors. As we prepare for a dryer year for planting season CIB is looking at creative ways to increase out watering without burdening the town. There was more conversation about CIB taking over and supporting the communal garden with a Request for Sylvain to attend the next meeting to discuss the future of it. CIB is looking towards the future with Urban Forestry and Beautification plans, more info to come.

March 18th- EOEP Landuse-By-law session. — I great course that I am glad I took the day to attend. While I really enjoy the online versions it was great to chat with other EO and learn more from them as well. Interestingly enough Calmar is one of the examples used by the ISL for their presentation. I feel as a member of the Policy committee this was a great course to take as we start diving into those By-Laws and Files.

March 18- Regular Council meeting- Please see meeting minutes.

March 26th- Business Brunch- As Deputy Mayor I was happy to welcome the businesses for our first event of the year. We started off with an introduction and "PLUGS" about their businesses. I think this worked out well for businesses to advertise themselves to each other. This was probably one of the most well attended breakfasts we have had. Our Presenter for the MORE THAN JUST FUNDING section was both humorous and knowledgeable, and the unveiling of the Façade program went over well. I feel like we need to work on our clarity of what we want Calmar to look and feel like going forward so the businesses have a clear idea but overall I think it went great!

March 27th Committee of the Whole- Please see meeting Minutes

Carey Benson Councilor Report March 2024

March 4th Regular Meeting of Council

Please review the agenda and minutes on The Town of Calmar website for more information.

March 9th Chamber 2024 Business Awards Gala

■ I attend the Leduc Chamber Business Awards Gala along with the rest of the councilors/mayor of Calmar. It was a great chance to network and chat with many businesses and leaders in the region. Was great to see many businesses in Calmar nominated for awards and some of them won awards for how hard they've worked to get to where they are now.

March 13th AB Munis Spring Municipal Leaders Caucus

Councilor Faulkner and I drove down to the AB Munis Spring Municipal Leaders Caucus event which was being held at the Westin Hotel in Edmonton.

March 14-15th AB Munis Spring Municipal Leaders Caucus

- We had a great start to the event; breakfast was provided, and we took this opportunity to chat with the other municipalities at our table. Great networking opportunities were had during breakfast. Afterwards MLA Rick McIver who is the Minster of Municipal affairs came and spoke about what the Alberta Government is doing for Municipalities. Minister McIver first talked about the Local Government Fiscal Framework (LGFF) which is replacing MSI. LGFF is a funding mechanism that provides local governments with capital infrastructure and operating funding. It will take affect April 1st and contain \$722 million dollars and it will be increasing by 14% in 2025. It's important to note that Alberta Municipalities requested the AB Gov't that the LGFF be at \$1.7 Billion dollars to reflect the actual needs of municipalities. There will also be a grant for Local Growth and sustainability.
- Wildfires were another topic for discussion. Experts say there will be droughts earlier this year due to the lack of snow and cooler temperatures this winter. The AB government has moved the wildfire services effort up a month and half earlier in anticipation for this. 51 water shortage notices are in effect in AB. It's important to know that EPCOR is Calmar's water provider and to another 90 municipalities.
- There were concerns from elected officials about the potential for creating political parties at the municipal level. The AB Government is looking at the idea of allowing parties to form at municipal levels.
- The Premier of Alberta Danielle Smith came at the end of the event to share her thoughts and perspectives on AB. It was great that she took the time to take questions and answered them.
- Overall, the event was great, and the networking was important for me to get to know more elected officials. A very well-planned event by AB Munis.

March 18th Regular Meeting of Council

- Please review the agenda and minutes on The Town of Calmar website for more information.
- During the meeting I had to leave the meeting due to a potential pecuniary interest from one of the delegations.

March 26th Library Board Meeting

- Please review the agenda and minutes on The Town of Calmar website for more information
- I presented a brief report on what the town of Calmar is up to and shared Mayor Carnahan's YRL report with the Board for information.

March 27th Committee of the Whole

■ Please review the agenda and minutes on The Town of Calmar website for more information.





202, 9440 49 Street, Edmonton, AB T6B 2M9 | **NSWA.AB.CA**

September 5, 2023

His Worship Sean Carnahan Mayor, Town of Calmar PO Box 750 Calmar, AB TOC 0V0

Dear Mayor and Council,

RE: Supporting Watershed Management for a Thriving Town of Calmar

I hope this letter finds you in good health and spirits. I am writing to you on behalf of the North Saskatchewan Watershed Alliance (NSWA) to kindly request your support for the NSWA in 2024. Last year, Calmar was not among the more than 40 municipalities who supported the NSWA. This year, as we embark on another year of collaborative efforts, we are again asking for positive consideration by you and your Council in 2024 for a contribution of \$1,490.40.

As you are aware, water and environmental management stands as a pillar of Calmar's growth and prosperity. The well-being of our citizens and our economy depends on secure access to clean drinking water, the sustained health of our watershed, protection against flooding and drought, and effective stormwater management.

Calmar is important to our watershed because the town sits within the Strawberry Creek basin, a major tributary of the North Saskatchewan River, and the water and natural assets in and around the town are important to our watershed's overall health. The water Calmar uses comes from the landscape upstream, while the town's stormwater or wastewater can affect the ecosystem downstream. This means that improving sustainability is best achieved at a watershed scale and in collaboration with other water managers.

At the NSWA, we believe the complex, multi-faceted nature of water and environmental management is best tackled by bringing people and communities together to collaborate. For more than 23 years, the NSWA has worked tirelessly to bring partners together to improve how we collectively manage our rivers, wetlands, and lakes using the best and most applicable science. This important work is accomplished because of the generous support of municipalities like Calmar, the provincial government, and water utilities.

The goals of the NSWA and the Town of Calmar are well aligned. The town's 2013 Municipal Sustainability Plan envisions Calmar as a leader in environmental practices and identifies a commitment to balanced land use planning. These sustainable initiatives encompass exactly what the NSWA and partners are working to implement through the Integrated Watershed Management Plan for the North Saskatchewan watershed.



Your support means that the NSWA can continue to bring municipalities and partners together to address water quality and quantity challenges, build new tools for decision-makers, and improve our understanding of the watershed. One such project is the NSWA's update to the State of the Watershed assessment, last completed in 2005. NSWA is using an internationally recognized method called the Freshwater Health Index developed by Conservation International to calculate a numeric rating for the watershed's vitality, ecosystem services, and governance. The State of the Watershed enables Calmar to make decisions and set priorities armed with the best information on the health of the watershed. The assessment is also a valuable tool for the town to communicate basin health with its citizens.

We believe that through collective efforts, we can build a future where water resources are managed sustainably, benefiting not only Calmar but our entire watershed. Your continued support is invaluable in shaping this vision into reality. We invite you to explore our 2022-2023 Annual Report and the NSWA website for more information (www.nswa.ab.ca). Enclosed is an invoice to facilitate the administration of your suggested contribution.

I would be happy to connect with you and your Council to provide more information. The NSWA Executive Director, Scott Millar (scott.millar@nswa.ab.ca) is also available to present to Calmar and to answer any questions you may have about the NSWA.

Sincerely,

Stephanie Neufeld

SNUJJ

Chair, North Saskatchewan Watershed Alliance

Cc: Chief Administrative Officer



202 - 9440 49 Street NW Edmonton, Alberta T6B 2M9

100 2117	
Phone #	587.525.6821
E-mail	ellen.cust@nswa.ab.ca
Web Site	www.nswa.ab.ca

Invoice To Town of Calmar PO Box 750 Calmar AB T0C 0V0

Description		Amount
Municipal Contribution January 1 to December 31, 2024 - Per Capita Funding Request		1,490.40
Thank you for your support	Total	\$1,490.40
		4-,

GST/HST No. 890443419

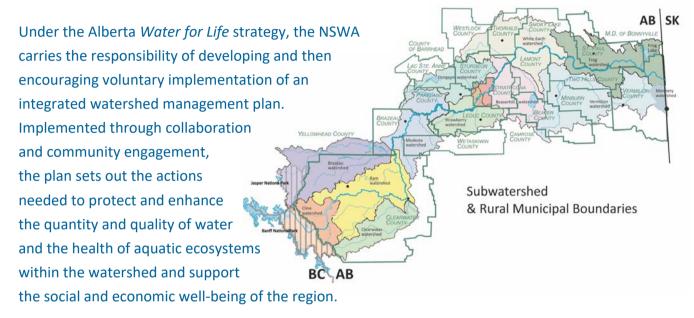
Invoice

Date	Invoice #
9/05/2023	2024.047



HIGHLIGHTS FROM 2022-2023

The North Saskatchewan Watershed Alliance (NSWA) is a non-profit, multi-stakeholder organization dedicated to improving the health and sustainability of the North Saskatchewan River and its watershed.



STATE OF THE WATERSHED ASSESSMENT

The State of the Watershed assessment examines numerous aspects of watershed health so that we have a baseline from which to determine if actions are needed to improve watershed health.



Building upon the NSWA's 2005 assessment, the **State of the**Watershed will make use of an internationally recognized
methodology called the Freshwater Health Index (FHI), developed by
Conservation International. This will be the first use of FHI in a North
America. The index scores watershed vitality, services, and governance
to create scientifically supported, scalable, consistent results that
integrate available data and the expertise of local stakeholders,
subwatershed alliances, and the NSWA.

WETLAND STRATEGY

The NSWA is developing the Strategy to Improve Wetland Management for the North Saskatchewan River in Alberta. This collaborative strategy is intended to coordinate and align the work of partners across the watershed to advance wetland management and implementation of the Alberta Wetland Policy. The NSWA is offering a Wetland Education Sponsorship to support municipal partners as they elevate their knowledge and technical capacity to conserve wetlands and implement wetland restoration initiatives in the watershed.



RIPARIAN HEALTH ACTION PLAN

The NSWA continues to promote practices and policies that support riparian health. We initiated a review of riparian regulations for 24 municipalities as a foundation for building a Riparian Regulations Best Management Practices Guide. As well, we are working to add new dimensions to the provincial riparian setback calculator to support municipal planning processes. The Riparian Web Portal (riparian.info) continues showcase restoration projects from across the watershed.

EDUCATION AND OUTREACH

A key role for the NSWA is sharing knowledge and information on the North Saskatchewan River watershed. Staff attend community events throughout the summer, publish a monthly newsletter, hosts workshops and webinars, and is actively growing our social media network. We are proud to say we have engaged with more than 1,900 community members and reach over 5,700 people through our social media channels in 2023.



STAY CONNECTED TO NSWA

Email us at water@nswa.ab.ca to join our newsletter and event mailing list.

Visit us at www.nswa.ab.ca to see more on our partners, our work, and our results.

Connect with us on the social media platform of your choice.









www.calmar.ca

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

This email and any attachments are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee or have received this communication in error, please notify the sender immediately by email, delete this email and any attachments from your system, and do not disseminate, distribute or copy this email and any attachments.

From: Scott Millar <scott.millar@nswa.ab.ca>
Sent: Thursday, April 11, 2024 2:08 PM
To: Sean Carnahan <SCarnahan@calmar.ca>

Subject: [External] NSWA Call for Nominations for Board of Directors

Good morning, Mayor Carnahan.

I hope this email finds you well.

The North Saskatchewan Watershed Alliance (NSWA) is seeking nominations from interested municipal Councilors in the watershed for two municipal seats on the Board of Directors. Nominees would stand for election to the Board at the NSWA Annual General Meeting on June 26, 2024.

If you would like to put yourself forward as a municipal nominee or would like to know more about the NSWA and the benefits of Board membership, please <u>click this link to send me an email</u> and I can follow up with you. If this is not for you, no worries. No need to respond.

The Board of Directors is responsible for creating policy to guide the operations of the NSWA and to ensure the effective use of financial resources. The Board meets 6 times per year (both virtual and in-person) with a few Board sub-committees that meet periodically.

The NSWA is a non-profit collaborative of government, industry, environmental organizations, academia, and others who purpose is to improve the health of the North Saskatchewan watershed. We are designated as a Watershed Planning and Advisory Council by the Province of Alberta under the *Water for Life* Strategy and have been working with rightsholders and stakeholders across the watershed for 24 years.

The deadline for responses is 19 April 2023.

Cheers Scott



Scott Millar, B.Sc., P.Biol (he/him)

Executive Director | North Saskatchewan Watershed Alliance

Email: <u>Scott.Millar@nswa.ab.ca</u> | Office: 587.525.6821 | Mobile: 780.387.8440

◄ Tˆ¹b·ˆr ♣¹ˆ¹∆b² (Amiskwaciwâskahikan) | Treaty 6 & 8 Territory and the Métis Homeland

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