

**TOWN OF CALMAR REGULAR COUNCIL MEETING TO BE HELD  
IN PERSON AND VIRTUALLY ON NOVEMBER 18, 2024,  
COMMENCING AT 6:30 PM**

**GoToMeeting**

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

**AGENDA**

- | <b><u>ITEM</u></b> | <b><u>SOURCE</u></b>  |
|--------------------|---|
| <b>1.</b>          | <b>Call to Order</b>  |
| <b>2.</b>          | <b>Adoption of Agenda</b>   |
| <b>3.</b>          | <b>Public Hearings – None</b>   |
| <b>4.</b>          | <b>Delegations</b><br>a) Communities in Bloom   |
| <b>5.</b>          | <b>Adoption of Minutes</b><br>a) Regular Council Meeting – November 04, 2024<br>b) Special Council Meeting – November 13, 2024  |
| <b>6.</b>          | <b>Unfinished Business – None</b>   |
| <b>7.</b>          | <b>Bylaws or Policies – None</b>  |
| <b>8.</b>          | <b>New Business</b><br>a) Leduc County Cost Share Agreement   |
| <b>9.</b>          | <b>Financial</b><br>a) 2025 – 2035 Capital Budget – Discussion Only   |
| <b>10.</b>         | <b>Department Reports - None</b>  |
| <b>11.</b>         | <b>Council and Committee Reports</b><br>a) Mayor Carnahan – not submitted<br>b) Councillor Faulkner<br>c) Councillor Gardner<br>d) Councillor McKeag Reber<br>e) Councillor Benson  |
| <b>12.</b>         | <b>Correspondence – None</b>  |
| <b>13.</b>         | <b>Clarification of Agenda Business – (Open mic)</b>  |
| <b>14.</b>         | <b>Closed Session</b><br>a) Development – (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act)<br>b) Development – (Pursuant to Section 25(1)(b) of the Freedom of Information and Protection of Privacy Act) |
| <b>15.</b>         | <b>Adjournment</b>  |

**REGULAR MEETING OF COUNCIL  
OF THE TOWN OF CALMAR WAS HELD IN PERSON  
AND VIRTUALLY ON MONDAY NOVEMBER 04, 2024**

Access Code: 211-016-493

1. **CALL TO ORDER:** Mayor Carnahan called the Regular Council Meeting of November 04, 2024, to order at the hour of 6:29 pm.

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

2. **ADOPTION OF AGENDA:**

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

**CARRIED  
R-24-11-0247**

3. **PUBLIC HEARINGS:** None

4. **DELEGATIONS:**

Tracy Farina, a resident, spoke to Council for traffic concerns on highway 795 and 39. The Mayor thanked her for the presentation at 6:40 pm.

5. **ADOPTION OF MINUTES:**

- a) **Organizational Meeting** – October 21, 2024

*Moved by* Councillor Faulkner that the minutes of the Organizational Meeting of October 21, 2024, are hereby approved as presented.

**CARRIED  
R-24-11-0248**

- b) **Regular Council Meeting** – October 21, 2024

*Moved by* Councillor McKeag Reber that the minutes of the Regular Council Meeting of October 21, 2024, are hereby approved as presented.

**CARRIED  
R-24-11-0249**

6. **UNFINISHED BUSINESS:** None

7. **BYLAWS or POLICIES:**

- a) **Bylaw #2024-08** – Council Procedural Bylaw

*Moved by* Councillor Gardner that Council pass a motion to give Bylaw #2024-08 – Council Procedural Bylaw second reading as amended.

**CARRIED  
R-24-11-0250**

*Moved by* Councillor McKeag Reber that Council pass a motion to give Bylaw #2024-08 – Council Procedural Bylaw third reading as amended.

**CARRIED  
R-24-11-0251**

8. **NEW BUSINESS:**

- a) **Library Board Appointment**

*Moved by* Councillor McKeag Reber that Council pass a motion to appoint Amanda Howatt to the Calmar Public Library Board for a term of three years.

**CARRIED  
R-24-11-0252**

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

**b) Development Permit in Direct Control**

*Moved by* Councillor Faulkner that Council pass a motion to direct the Mayor to approve the development permit with the conditions stated and added for the owner's approval.

**CARRIED  
R-24-11-0253**

**c) MDP Request for Discussion – Discussion Only**

*Recess at 7:25 pm  
Reconvene at 7:35 pm*

**9. FINANCIAL:**

**a) Trial Balance as of October 31, 2024**

*Moved by* Councillor Gardner that Council accept this report as information.

**CARRIED  
R-24-11-0254**

**b) 2025 – 2028 Operating Budget – Discussion Only**

**c) 2025 – 2035 Capital Budget – Discussion Only**

**10. DEPARTMENT REPORTS: None**

**11. COUNCIL REPORTS: None**

**12. CORRESPONDENCE:**

**a) Leduc County Cost Share Payment Confirmation**

*Moved by* Councillor Gardner that Council accepts this as information.

**CARRIED  
R-24-11-0255**

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

**14. CLOSED SESSION: None**

**15. ADJOURNMENT:**

The Regular Council Meeting adjourned at 9:30 pm.

These minutes signed this 18<sup>th</sup> day of November 2024.

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

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

**SPECIAL MEETING OF COUNCIL TO BE HELD  
IN PERSON ON NOVEMBER 13, 2024  
COMMENCING AT 5:30 PM**

1. **CALL TO ORDER:** Mayor Carnahan called the Special Meeting of Council of November 13, 2024, to order at the hour of 5:38 pm.

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

2. **ADOPTION OF AGENDA:**

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

**CARRIED  
R-24-11-0256**

*Addition of closed session*

3. **FINANCIAL:**

- a) 2025 – 2028 Operational Budget – Discussion Only

*Recess @ 7:15pm*

*Reconvene @ 7:21pm*

*Moved by councillor Faulkner to extend past 8:30pm*

- b) 2025 – 2035 Capital Budget – Discussion Only – carried over to November 18, 2024 meeting

4. **CLARIFICATION OF AGENDA BUSINESS (OPEN MIC)**

5. **CLOSED SESSION:**

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

DCS Bryans & Acting DIG Nielson left the Council Chambers

*Moved by* Councillor Gardner that the Special Meeting of Council temporarily adjourn, and Council sit in Closed Session at the time being 9:40 pm.

**CARRIED  
R-24-11-0257**

*Moved by* Councillor Benson that the Special Council Meeting reconvene from Closed Session at this time being 10:11 pm.

**CARRIED  
R-24-11-0258**

6. **ADJOURNMENT:**

The Special Council Meeting adjourned at 10:13 pm.

These minutes signed this 18th day of November 2024.

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

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



**Town of Calmar**

Request for Decision (RFD)

|                     |                              |
|---------------------|------------------------------|
| Meeting:            | Regular Meeting of Council   |
| Meeting Date:       | November 18, 2024            |
| Originated By:      | CAO Losier                   |
| Title:              | Draft cost sharing agreement |
| Approved By:        | CAO Losier                   |
| Agenda Item Number: | 8 A                          |

**BACKGROUND/PROPOSAL:**

The Town of Calmar has been in a cost sharing agreement with Leduc County for the purpose of sharing the burdens and benefits of recreational amenities. The amenities targeted are identified in the agreement (Schedule B) and the framework is largely built on population ratio (Schedule A). However, for the athletic fields, the formula is built on acreages as it was determined that the population was not the best benchmark. The sports fields represent 46.65% of the public land maintained by the Town.

Since 2022, it has been brought up that the current framework for sport fields is not an equitable distribution of the cost. For example, in 2024, the sport fields contribution to be paid by Leduc County should be about \$60,000. Their Administration questioned the Town on the true cost of maintaining the sport fields as the framework suggest that the actual total cost would be about \$128,000 to operate and maintain the sport fields.

Lastly, it has been discussed in the last year that we should revisit the cost share agreement to ensure that it is structured to address properly all the items that both municipalities would like to tackle. Furthermore, the County's new philosophy in contract management is that all agreements must have a renewal and termination framework. The current agreement does not contain these elements, and at a minimum, should be the starting point of an enhanced agreement. In addition, Administration believes that timing for a review is appropriate considering it is from 2017, and the town's own goal is to review strategic documents every 4-5 years.

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

To ensure maximum efficiency and accountability, Administration has initiated tracking a few winter activities in Public Works (PW) as well as Parks and Recreation (PR) in 2023-2024. With the preliminary success achieved, it was decided to introduce activity tracking for the PR summer activities. This could serve the dual function of enabling some potential improvement of services

for our PR department and confirming/infirming the assumptions raised by our funding partner that the cost sharing agreement is not representative of the true cost for the sport fields.

The tracking that took place during the 2024 summer divided our activities in 4 categories. These were:

- Diamonds
- Garbage management (public spaces only)
- Grass cutting
- Park/Green/Public spaces general maintenance (this category was a catch all for everything that was not included in the first 3 categories).

The outcomes of the summer activities can be summarized as follow:

|              | <b>Efforts on athletic fields</b> | <b>Total parks</b> | <b>Ratio of athletic fields/total activity</b> |
|--------------|-----------------------------------|--------------------|--|
| Apr          | 109.75                            | 245.05             | 44.79%   |
| May          | 103.33                            | 660.04             | 15.66%   |
| June         | 150.5                             | 627.5              | 23.98%   |
| July         | 53                                | 396                | 13.38%   |
| Aug          | 81.5                              | 573.05             | 14.22%   |
| Sept         | 7                                 | 185                | 3.78%  |
| <b>Total</b> | <b>505.08</b>                     | <b>2686.64</b>     | <b>18.80%</b>                                  |

As this is the first-year tracking activities, it would be prudent to take the outcome as generally representative and not absolute values. We already know that a few tracking sheets were missed, the soccer field work was not captured appropriately (potentially another 1% of activity or so), and the level of activity at the diamonds was significantly lower this year compared to the last 2-3 years.

Another caution is about the level of activity at the diamonds. Understanding that it could (and likely will) fluctuate from year to year, both administrations agreed that it would be more accurate to use a multiyear average strategy. This would require for Calmar to share its tracking each year with Leduc County. As tracking is contemplated for our own needs, it would not be any extra work for the town to provide a table to Leduc County every fall once we have presented to Council.

As the purpose of this report is to focus on the cost sharing agreement, we will leave the summer activity tracking process to be discussed in another report and we will focus on the proposed cost sharing agreement. To facilitate the conversation, Administration is providing the current agreement and the draft agreement being worked on. In the working document, County proposed changes are in red and Town’s Administration comments are in blue. Also, this RFD will go section by section to focus the conversation.

It is important to note that this is the first draft and that the intent would be that once Council has provided its feedback, the amended draft will be sent to Leduc County to be discussed with their Council in January 2025. The objective is for the 2 municipalities to arrive at an agreement before Calmar finalises its 2025 budget.

Finally, before diving into the agreement itself, it is important to highlight that the intent is to build a framework that will be:

- fair and equitable for both parties;
- maintain and even potentially enhance life quality for residents of both municipalities; and
- easy to implement, maintain, and promote.

#### Preamble (before article 1)

- Administration would recommend adding a reference to methodology as it includes more than population.

#### Article 1

- Administration would propose adding a definition for Town's population and Effective Date and would propose to reclassify all items in alphabetical order.

"Effective Date" shall mean January 1, 2025.

"Town's population" shall mean the population of Calmar, Town (T) as per the last federal census conducted.

#### Article 2

- Has worked well so far and Administration is comfortable with the terminology.

#### Article 3 (new addition to the agreement)

- Section 3.2 Considering the magnitude of the cost sharing agreement, a termination notification shouldn't occur without having at least a joint meeting for Parties to discuss the context. It is not possible to anticipate all the potential scenarios in the future as the municipal world is evolving and there are many unstable/unpredictable elements. Therefore, Administration can appreciate the purpose behind this clause. However, we would hope that in extreme conditions, we would collectively find or at least explore ways to make it work before cancelling an agreement that has been beneficial to the Calmar and district population.
- Section 3.3 Maybe we could aim at one review every political term (4 years).

#### Article 4

- Has worked well so far and Administration is comfortable with the terminology.

#### Article 5

- 5.1 Administration is comfortable with the proposed increase to 60%.
- 5.2 Administration is comfortable with the concept of initiating the conversation in the year prior to construction. However, the Town current practice is to build the capital plan in the summer. This clause would basically lock down projects subject to the agreement 2 years in advance.
- 5.3 Administration is comfortable and would suggest maybe adding by stages/phases to clarify substantial completion. As capital projects are bigger in nature, there would logically be a construction strategy developed by phase which could be discussed between parties pre-construction.
- Administration has no concerns with the additional 5.6 clause.

#### Article 6

- Administration is comfortable with the terminology.

#### Schedule A

- Administration is comfortable with it.

#### Schedule B

- Administration is comfortable with the terminology added to section 2 as events are important recreational and cultural goods consumed by the public.
- Section 3. The intent is to identify the budget items that are shared between athletic field and other park (example fuel for the mowers being used everywhere in town) from those that are use on3ly for the fields (like chalk and line paint). For those items that are sole for the sports fields, the intent would be to use the general framework which based on the population and for the other expenses, use the effort approach.
- Section 3 percentage: Administration would like to propose the following breakdown:
  - 2025 – 35%
  - 2026 – 25%
  - 2027 – 20%
- Section 6: Administration believes that the splash park should be removed from the excluded costs. Considering that the spirit of the agreement is to cost share amenities/facilities/services that are not accessible in the district besides within the town limits, an argument can be made that a splash park is definitively not accessible other than in town. Being a free amenity to everyone and being used by residents from both parties, special provision should be made for this amenity.



### Schedule C

- Overall, Administration is comfortable with the timeline with the small adjustment to ensure that the Town can operate within the confines of its regular schedule for meeting and budget process. Therefore, Administration proposes to:
  - add the word draft in the September version and 4-year for operating
  - Change from January 30 to December 30 the submission of the interim budgets for the upcoming year (as the practice is to adopt it at the 3<sup>rd</sup> Monday meeting in December).
  - Change May 15 to state within the week of the last regular meeting of May (as the 3<sup>rd</sup> Monday is unlikely to be on/before May 15)
  - Add a timeline to provide County with the audit for previous year

### Schedule D

- Section 3: unless Council deems it necessary/advantageous to keep the 90 days as a “cooling period”, the opportunity to consider the negotiation failed prior to the 90 days should be an option if agreed by both Representatives.
- Section 4 should reflect the change in 3 if agreed by Council.
- Section 5: Administration is uncertain that the agreement can stipulate that the Rules prevail over the Act. A legal opinion/clarification may be required here.
- Section 9: Administration believes that the clause is 5 d not 105 d.

### Schedule E

- Section 1. The capital plan in September should be labelled draft.

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

The outcome of the new agreement will have a direct impact on the operating budget as well as the capital budget. On the operating side, Administration estimates that the reduction for 2025 should be in the range of \$25,000 to \$30,000 and a similar reduction in 2026. For the capital budget, the impact should be significantly lower as fewer changes are contemplated.

### **RECOMMENDED ACTION:**

Council direct the CAO to submit the Town’s position to Leduc County once Council has provided its direction on all proposed changes and all other items deemed necessary.

**MEMORANDUM of AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**BETWEEN:**

**LEDUC COUNTY**  
(Hereinafter referred to as the "the County").

- And -

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

**COST SHARING AGREEMENT**

**WHEREAS:**

- i. pursuant to the *Municipal Government Act*, R.S.A. 2000 ch.M-26, each Party intends to provide for the delivery of recreation, library and cultural services to their respective municipalities;
- ii. the Parties believe in the importance of investment in recreation, library and cultural services for the social, economic, business attraction, health, and quality of life benefits that occur as a result of this investment;
- iii. it is recognized that the Town has developed recreation, library and cultural services which are utilized in part and benefit in part the residents of the County; and
- iv. the County wishes to and is prepared to share the cost of providing certain recreation, library and cultural services provided by the Town, based upon the proportionate population of the Parties within the Calmar Recreation District [and the methodology described in this agreement](#),

**NOW THEREFORE** in consideration of the mutual covenants, provisions and promises herein, the Parties agree as follows:

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**ARTICLE 1 – INTERPRETATION**

**1.1 Definitions.** In this Agreement, the following definitions shall apply:

- (a) "Agreement" means this Cost Sharing Agreement;
- (b) "Annual Debt Servicing Costs" means annual loan payments that relate to cost-sharable Capital Projects;
- (c) "Capital Cost" means a cost related to a Capital Project;
- (d) "Capital Cost Contribution" means the County's proportionate contribution to the costs of Capital Projects. For the purposes of this Agreement, Capital Cost Contributions shall not include costs related to debt servicing – Annual Debt Servicing Costs shall be considered a component of the Operating Cost Contribution;
- (e) "Capital Project" means a project to acquire, construct or improve a tangible capital asset used to provide Cost-Shared Facilities, Programs and Services. A Capital Project may include, but is not limited to, land acquisition and improvement, construction of buildings and building improvements, and acquisition of machinery, equipment and vehicles.

Before being considered cost-shareable as a Capital Cost Contribution, the value of an individual Capital Project must be not less than \$10,000;

- (f) "Cost-Shared Facilities, Programs and Services" are those mutually-beneficial recreational, cultural and library facilities, programs and services listed in Schedule "B", to be cost shared in accordance with this Agreement;
- (g) "County Proportionate Population" shall mean the proportion of the County's population within the Calmar Recreation District as compared to the Town's population (population figures to be considered will be the official population numbers most recently submitted to Alberta Municipal Affairs). That is:
- $$\text{County Proportionate Population} = \frac{\text{County Population within the Calmar Recreation District}}{\text{Town's Population} + \text{County's Population within Calmar Recreation District}}$$
- (h) "Operating Costs" shall mean all costs incurred (or estimated, as may be the case) in an applicable budget year, pertaining to the provision of the Cost-Shared Facilities, Programs and Services, including salaries, contract services, purchases of materials, good and supplies, facility maintenance costs, and transfers to community sponsored agencies and support groups providing recreation services to County residents;
- (i) "Calmar Recreation District" shall mean that area as outlined in **Schedule "A"** attached and forming part of this Agreement;
- (j) "Dispute Resolution Procedure" means those terms and procedure contained within **Schedule "D"** attached to this Agreement;
- (k) "Effective Date" shall mean January 1, 2025.
- (l) "Parties" means collectively, Leduc County and the Town of Calmar; "Party" means either Leduc County or the Town of Calmar, as the context may imply;
- (m) "Revenues" shall mean all revenues received from (or estimated, as may be the case) in an applicable budget year, pertaining to the provision of the Cost Shared Facilities, Programs and Services, including user fees, sale of goods and services, rental revenues, grants and contributions from other sources;
- (n) "Shared Cost Facilities" shall mean those recreational, cultural and library facilities to be cost shared by the Parties, which facilities are listed in **Schedule "B"**;
- (o) "Shared Cost Services" shall mean those recreational, cultural and library programs and services to be cost-shared by the Parties, which programs and services are listed in **Schedule "B"**;
- (p) "Town's population" shall mean the population of Calmar, Town (T) as per the last federal census conducted.
- (q) "Term" means the term of this Agreement, as set forth within Article 3 of this Agreement.

## 1.2 Schedules

The following schedules are attached to, and form a part of, this Agreement:

Schedule "A"                      Calmar Recreation District

|              |   |
|--------------|---|
| Schedule "B" | Cost-Shared Facilities, Programs and Services |
| Schedule "C" | Annual Schedule of Agreement Deliverables     |
| Schedule "D" | Dispute Resolution Procedure                  |
| Schedule "E" | Major Capital Approval Process                |

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## ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

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- 2.1 Application.** Unless otherwise specifically provided for within this Agreement, this Agreement applies to:
- (a) the operation and delivery of the Cost-Shared Facilities, Programs and Services;
  - (b) the operation, management, maintenance and capital replacement of the Shared Cost Facilities required in order to provide the Shared Cost Services; and
  - (c) The use and enjoyment of the Cost-Shared Facilities, Programs and Services by the Town, the County, their respective residents and the general public.
- 2.2 Guiding Principles.** The Parties recognize that the following principles should guide the design, operation and delivery of the Cost-Shared Facilities, Programs and Services:
- (a) **Appropriateness** – the Shared Cost Facilities must be suitable, in each instance, for the Shared Cost Services;
  - (b) **Adaptability** – the Shared Cost Services and the Shared Cost Facilities must be flexible and adaptable to change and future growth;
  - (c) **Accessibility** – the Shared Cost Services and the Shared Cost Facilities are available and/or open to all users, regardless of residency within the Town or the County;
  - (d) **Affordability** – the Shared Cost Services and the Shared Cost Facilities should be efficient in operation and economical to provide and operate while maximizing synergies for the Parties; and
  - (e) **Accountability** – the benefits and burdens of the operation, management, maintenance, and use of the Shared Cost Services and the Shared Cost Facilities must be shared by the Parties proportionately.
- 2.3 Consultation.** The Parties agree that they shall consult with one another in planning the long-term development of the Cost-Shared Facilities, Programs and Services to ensure maximum use and benefits to education, sport, recreation, wellness, and culture.
- 2.4 Co-operation.** The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in operating or providing the Cost-Shared Facilities, Programs and Services.
- 2.5 Compliance with Laws.** The Parties shall comply with all applicable statutes and regulations governing the construction, maintenance and operation of Cost-Shared Facilities, Programs and Services.

- 2.6 Rights of Approval.** Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.
- 2.7 Further Assurances.** The Parties shall from time to time execute such further assurances and documents as may be required by the Parties and their respective legal representatives to give effect to the intent of this Agreement.
- 2.8 Independent Action.** Each Party acknowledges and agrees that it shall not undertake any independent action that may significantly affect the operational costs of any Cost-Shared Facilities, Programs and Services without first engaging the planning and governance process provided herein. Further, in the event that a Party does undertake unauthorized independent action and incurs costs or obligations as a consequence of those actions, the Party undertaking the same shall be solely responsible for all such actions and any costs related thereto.
- 2.9 Conflicting Actions.** Each Party acknowledges and agrees that it shall have the ability to undertake independent action and to enter into third party agreements with respect to the operation or management of their own services or facilities, other than those comprising the Cost-Shared Facilities, Programs and Services. Such independent actions and agreements do not supersede this Agreement where and if any discrepancies exist.
- 2.10 Agreement Deliverables.** The Parties acknowledge that time is of the essence with respect to the matters and deliverables referred to in this Agreement, and to that end, agree to respect and uphold the timelines referred to in **Schedule "C"**.

### ARTICLE 3 - TERM AND RENEWAL

- 3.1** Term. Notwithstanding the date of execution, the term of this Agreement shall be the period commencing January 1, 2025 (the "Effective Date"), and continuing thereafter until terminated. Prior existing agreements of a similar nature are ineffective as of the Effective Date.
- 3.2** Either party may terminate this agreement by delivery of written notice to the other party to that effect, which termination shall take effect twelve (12) months following such delivery. Prior to submitting a written notice, a joint Council meeting shall occur to discuss the situation.
- 3.3** The Parties shall review this Agreement at least every three (four) years and recommended amendments to this Agreement. Any amendments to this Agreement shall be effective only if agreed to in writing by the Parties.
- 3.4** Recommendations for changes and/or modifications to the Agreement Schedules may be made from time to time when necessary. No other amendments to the Agreement shall be made except by written agreement executed by the Parties.
- ~~**3.1** Term. Notwithstanding the date of execution, the term of this Agreement shall be the period commencing January 1, 2025 (the "Effective Date"), and continuing thereafter until terminated. Either party may terminate this agreement by delivery of written notice to the other party to that effect, which termination shall take effect twelve (12) months following such delivery. Prior existing agreements of a similar nature are ineffective as of the Effective Date. The Parties shall review this Agreement at least every three years. Any amendments to this Agreement shall be effective only if agreed to in writing by the Parties.~~

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**ARTICLE 4 - PLANNING & CONSULTATION**


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- 4.1 Planning relating to Cost-Shared Facilities, Programs and Services.** The Parties agree that joint planning of Cost-Shared Facilities, Programs and Services is the most effective method of delivering current and proposed services. Accordingly, in addition to the joint planning of Cost-Shared Facilities, Programs and Services contemplated within this Agreement, each Party will endeavor to engage in shared planning and development of all future recreation, library and cultural services.

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**ARTICLE 5 - FINANCIAL RESPONSIBILITY**


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- 5.1 Payment of Operating Cost Contribution.** The County shall pay to the Town in two (2) annual installments, the County grant applicable to the shared cost services based upon independently prepared financial statements, which are satisfactory to the County for shared cost services for each year of this agreement. The County shall on July 1<sup>st</sup> for each year of this agreement, pay to the Town fifty (60%) percent of the County grant applicable to the shared cost services which shall be calculated from the operating budget for shared cost services for that year. The remainder of the County grant shall be paid to the Town within 60 days upon receipt of the audited statement and deemed satisfactory by the County. All Town approved adjustments beyond the budget reviewed and approved by the County will not be paid unless the County provides special approval.
- 5.2 Capital Costs.** The Parties recognize that over time, Shared Cost Facilities will need to be renovated, upgraded or replaced. The Parties shall co-consult with respect to the planning of such facilities and expenditures in accordance with **Schedule "E"**; by March 1 of the year immediately preceding the planned construction commencement, the County shall review the anticipated Capital Costs and, where the County commits to cost-share the project, approve the associated Capital Cost Contribution.
- 5.3 ~~Payment of Capital Cost Contributions.~~ ~~Capital Cost Contributions shall be paid to the Town as identified in 5.1 of this agreement or as agreed to within a separate capital contribution agreement for larger projects requiring financial assistance and support.~~ Payment of Capital Cost Contributions. Capital Cost Contributions shall be paid to the Town following substantial completion of the applicable Capital Project (by stages/phases), subject to financial reporting being satisfactory to the County, acting reasonably.**
- 5.4 Change of Use.** Where the use of a Shared Cost Facility changes to a use which, in the opinion of either Party should not be part of the shared costs under this Agreement:
- (a) a Party may provide notice of the request that the identified Shared Cost Facility shall no longer be included in the Shared Cost Services and this Agreement;
  - (b) If a Shared Cost Facility should be removed from the Shared Cost Services due to its change of use, and the County has made Capital Cost Contributions with respect to the facility, the Town shall pay to the County an amount equal to the County's Capital Cost Contribution, less depreciation of the facility, prorated over 5 years.

**5.5 Disposition of Facility.** Where the County has made a Capital Cost Contribution with respect to a Shared Cost Facility, and that facility is sold or otherwise transferred to a third party within 5 years of the contribution, the Town shall pay to the County, within 3 months of the transfer closing date, an amount equal to the County's Capital Cost Contribution to any capital upgrade, less depreciation of the said facility, prorated over 5 years.

**5.6 No Supply –** For clarity, the Parties acknowledge, confirm and agree that the contributions committed to and subsequently provided by the County to the Town are solely and exclusively a cost sharing arrangement, and as such no supply of goods or services are being exchanged for payment under this Agreement.

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**ARTICLE 6 - RESOLUTION OF DISPUTES**

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**6.1 Disputes.** In the event of a dispute between the County and the Town arising out of interpretation, implementation or determination of any of the terms and conditions of the Agreement, the terms of **Schedule "D"** shall apply.

**IN WITNESS WHEREOF,** the Parties hereto have affixed their corporate seals as attested by the duly authorized signing officers of the Parties as of the day first above written.

**LEDUC COUNTY**

Per: \_\_\_\_\_  
(COUNTY MANAGER)

**TOWN OF CALMAR**

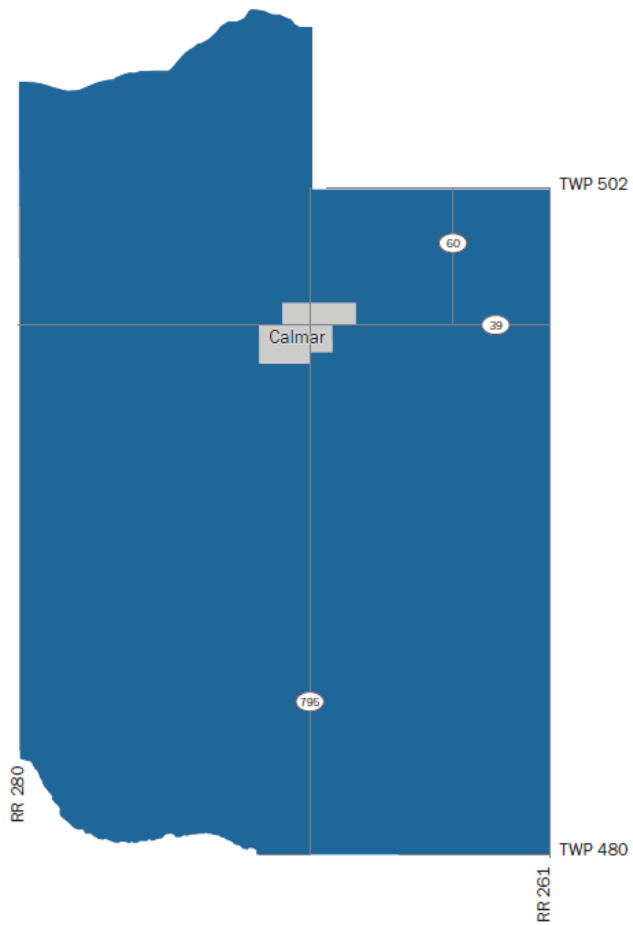
Per: \_\_\_\_\_  
(TOWN MANAGER)

SCHEDULE "A"

CALMAR RECREATION DISTRICT

**Calmar Recreation District**

2021 Census: 1,975 (estimated count)





## SCHEDULE "B"

### COST-SHARED FACILITIES, PROGRAMS AND SERVICES\*

A formula of (Current Operating Costs – Revenues = Deficit) x County Share will be applied to the following listing of Shared Service Areas of Mutual Benefit, which includes operation costs, debenture payments, capital and operational revenues:

#### 1. Calmar Arena

#### 2. Programs and Events

Program expenditures will represent only those costs associated with the direct provision of recreation programs to youth, adults and seniors. Ex. Direct program staff wages, supplies and materials, travel costs. ~~Cost of operations of the program centre are eligible provided that public community use for programs and events is maintained.~~

#### 3. Athletic Fields

- Ball Diamonds
- Soccer Fields

~~Time tracking of staff and equipment resources will be utilized to determine a percentage of expenditures to support an Athletic field contribution. This percentage will be applied to all costs that support Athletic fields and park (not eligible for cost sharing). A three year average will determine contributions for 2028 and beyond. Expenses dedicated to ball diamonds and soccer fields are eligible for full contribution as per the County Proportionate Population ratio. \*(In acreage athletic fields represent \_\_\_\_% of the total turf/park area maintained under the Town's general parks Maintenance program. If applicable any Federal or Provincial Employment Program Assistance received would be deducted from the total maintenance costs prior to calculating the Operational Costs for Athletic Fields.)~~

The following percentages have been agreed to for the following years:

2025 – 35%

2026 – 24% 25%

2027 – 18% 20%

#### 4. Recreation, Culture & Community Development Administration

Administrative costs for staff that provide direct provision of recreation services to the community. A list of staff positions will be provided and agreed to by the County in advance.

#### 5. Library

#### 6. Capital Expenditures

\*As reviewed and agreed to by Leduc County

#### Excluded costs:

- Community grants to organization, unless agreed to by Leduc County
- Communities in Bloom funding

- Yellowhead Regional Library membership
- Splash park, bike parks, playgrounds unless agreed to by Leduc County

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\*Cost of services will only include direct cost of services, excluding all corporate administrative costs.  
(IE. Financial services, IT services, senior administration, corporate supports)

**TOTAL DEFICIT** \$ \_\_\_\_\_  
**Total SHAREABLE** \$ \_\_\_\_\_

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**SCHEDULE "C"**

**ANNUAL SCHEDULE OF AGREEMENT DELIVERABLES**

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Annually:

|                 |  |
|-----------------|--|
| September       | 5-year <b>Draft Town</b> Capital Plan and <b>4-year</b> projected operating increased presented to County administration |
| December 30     | Interim capital and operating budgets submitted to Leduc County  |
| March 1         | County to approve current year cost shareable capital projects   |
| <b>April 15</b> | <b>Town to submit financial audit to Leduc County for previous year</b>  |
| <b>May 15</b>   | <b>Within the week from the last regular Council Meeting in May: Town to submit approved budget to County</b>            |
| July 1          | County to provide <b>60%</b> current year budget payment   |

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**SCHEDULE "D"****DISPUTE RESOLUTION PROCEDURE**

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1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
  - (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
  - (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this agreement;
  - (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
  - (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
  - (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
  - (g) **"Party"** means a party to the agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
  - (h) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation; they shall undertake a process to promote the resolution of a Dispute in the following order:
- (a) first, by negotiation;
  - (b) second, by way of Mediation; and
  - (c) Third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

3. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within ninety (90) days of receipt of the Dispute Notice [or if both Representatives](#)

agree on the unlikelihood of resolution without proceeding to another step, the negotiation shall be deemed to have failed.

4. **Mediation** - If the Representatives cannot resolve the Dispute within such ninety (90) day period or agree on the unlikelihood of Negotiation, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within ninety (90) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. **Arbitration**

(a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties shall provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;

(b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail;

(c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:

(i) Forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or

(ii) One hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.

(d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.

The Arbitrator's decision is final and binding but is subject to appeal or review by any court of tribunal on points of law.

6. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provides such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that, litigation may have commenced as contemplated in this Schedule.

7. **Location** - The place for Mediation and Arbitration shall be Leduc, Alberta.

8. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or

Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training and experience and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

9. **Costs** - Subject to clause 405(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
10. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
11. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.
12. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this agreement and supporting financial information, be sealed upon commencement of the litigation.

**SCHEDULE "E"****MAJOR CAPITAL APPROVAL PROCESS**

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1. **Capital Plan** – A 5 year **draft** capital plan will be submitted annually by the Town to the County no later than September 30 each year. Through this plan, the Town will notify County Administration of new capital expenditures or major renovations / upgrades to be cost-shared through the revolving 5 year capital plan.

The Parties will discuss projects deemed to fall outside the scope of the agreement prior to the planning phase. If a consensus on Capital Cost Contribution is not achieved based on joint review of the 5 year plan, a Party may choose to exercise the Dispute Resolution Procedure as identified in **Schedule "D"**.

2. **Planning** – The Parties will work cooperatively in assessing need and defining costs of the newly defined Capital Projects. County representatives will be asked to participate in the Town's process to assess community needs and plan for future Cost-Shared Facilities, Programs and Services.

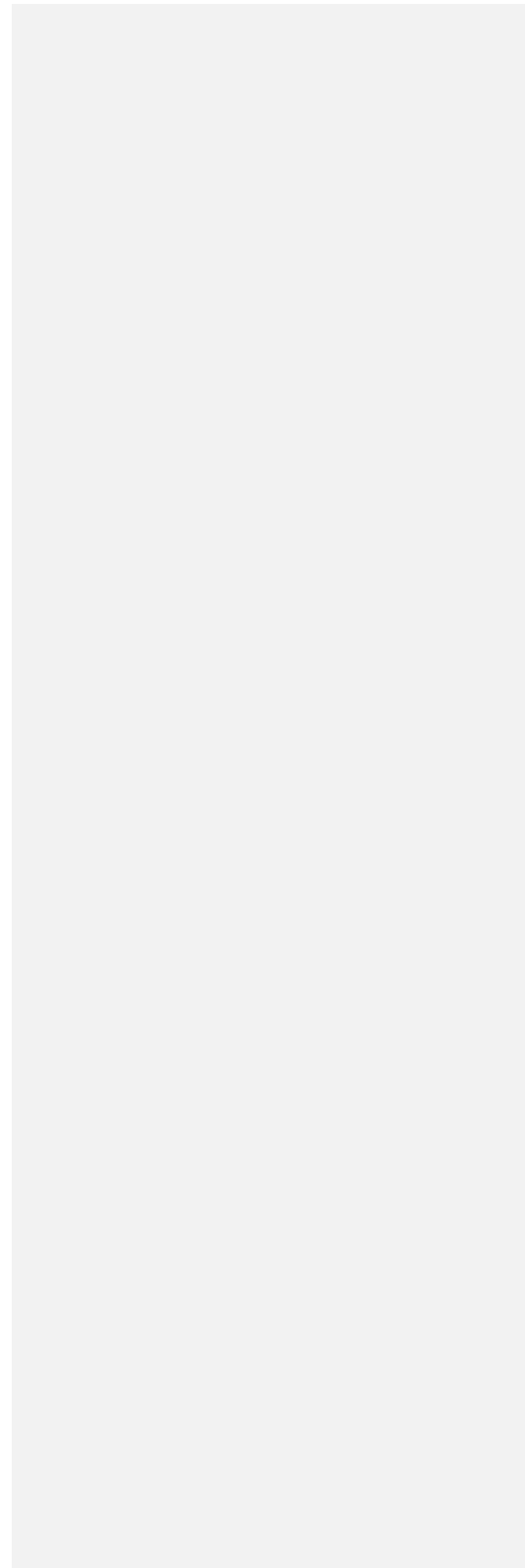
The County may wish to appoint a staff member to the planning of any proposed facilities to whom information will be directed. This representative may be involved in the planning process.

3. **Approval** – The Parties will consider the information provided through the planning phase and advise each other of objections or acceptance to proposed projects / facilities, estimated costs, projected timelines and projected Operating Costs with an onus on the Parties to contribute where significant need or use is identified.

If consensus on a Capital Cost Contribution is not achieved based on the planning and approval process, the Town or County may choose to exercise the Dispute Resolution Procedure as identified in **Schedule "D"**.

Once the Capital Project is approved by the Parties through respective Council resolutions, the Parties will summarize agreement to proceed in writing based on the defined scope of work, schedule and contribution amount. A Capital Cost Contribution Agreement will be drafted and signed as early as possible in the process to clearly define that which has been agreed to as a means to provide surety of commitment from the Parties to proceed with the Capital Project.

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**Town of Calmar**  
**Draft Capital Budget 2025 - 2035 Capital Plan**

November 15, 2024



|   |  | 2025                   | 2026                   | 2027                   | 2028                   | 2029                   | 2030                 | 2031                 | 2032                 | 2033                 | 2034                    | 2035 +           |
|---|--|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|-------------------------|------------------|
| Betterments &<br>Adjustments to Existing<br>Tangible Capital Assets | Upgrade to 49 Street (like what was done on 52 St)         | \$ -                   | \$ -                   | \$ 2,500,000.00        | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Upgrade 50 A Ave   | \$ -                   | \$ -                   |                        | \$ -                   | \$ 140,000.00          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Upgrade to 48 Street                                       | \$ -                   | \$ -                   |                        | \$ -                   | \$ 200,000.00          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Upgrade to 52 Street (52 Ave - WVD) & 52 Ave (52St - 49St) | \$ 1,160,000.00        | \$ 1,400,000.00        | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | 51 Street Upgrade (49 Ave - 44 Ave)                        | \$ -                   | \$ -                   | \$ 2,000,000.00        | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Upgrade to 48 Ave (east of 50th)                           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 180,000.00          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | 48 Ave rehab (west of 50th)                                | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 320,000.00          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | 45 Ave west (between 51st and 52nd ST)                     | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 400,000.00          | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Sidewalk repairs/maintenance                               | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 250,000.00        | \$ 250,000.00        | \$ 250,000.00        | \$ -                    | \$ -             |
|   | Transportation Master Plan                                 | \$ 30,000.00           | \$ 30,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Water Master Plan  | \$ 20,000.00           | \$ 10,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Sanitary Master Plan                                       | \$ 40,000.00           | \$ 10,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Storm Water Master Plan                                    | \$ 40,000.00           | \$ 10,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Offsite Levy Bylaw Review                                  | \$ 14,000.00           | \$ 12,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Downtown drainage and preliminary design                   | \$ -                   | \$ -                   | \$ 15,000.00           | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Wash water accessory for zamboni                           | \$ 7,000.00            | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Lagoon upgrade   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ 500,000.00        | \$ 500,000.00           | \$ 10,000,000.00 |
|   | Old Firehall rehab   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ 100,000.00        | \$ -                    | \$ -             |
|   | Washroom Building – Woodland Park                          | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ 15,000.00         | \$ -                 | \$ -                    | \$ -             |
|   | Washroom Building – Ball Diamond                           | \$ -                   | \$ 15,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Library rehab  | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ 100,000.00        | \$ -                    | \$ -             |
|   | Storm pond maintenance/rehab                               | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ 50,000.00            | \$ -             |
|   | Parking lot at spray park                                  | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 10,000.00         | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | <b>Total Betterments &amp; Adjustments</b>                 | <b>\$ 1,461,000.00</b> | <b>\$ 1,482,000.00</b> | <b>\$ 4,515,000.00</b> | <b>\$ 1,200,000.00</b> | <b>\$ 1,320,000.00</b> | <b>\$ 260,000.00</b> | <b>\$ 265,000.00</b> | <b>\$ 950,000.00</b> | <b>\$ 550,000.00</b> | <b>\$ 10,000,000.00</b> | <b>\$ -</b>      |
|   | Rec - New Spray Park                                       | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 900,000.00        | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Rec - Main Street Garbage Cans                             | \$ 20,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    | \$ -             |
|   | Rec - age 2- 5 playground Westview                         | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 65,000.00         | \$ -                 | \$ -                 | \$ -                    | \$ -             |
| Rec - Block Party Setup   | \$ -   | \$ -                   | \$ -                   | \$ 10,700.00           | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Portable Stage  | \$ -   | \$ -                   | \$ -                   | \$ 5,000.00            | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Tables & Chairs (Arena & Program Cntr)                        | \$ -   | \$ -                   | \$ -                   | \$ 5,000.00            | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Security camera upgrade @ arena                               | \$ 20,000.00   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Solar lighting for walkway                                    | \$ -   | \$ -                   | \$ -                   | \$ 144,000.00          | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Walking trails  | \$ -   | \$ -                   | \$ 150,000.00          | \$ -                   | \$ -                   | \$ 400,000.00          | \$ 750,000.00        | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec- Wide area mower  | \$ -   | \$ 120,000.00          | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ 150,000.00           |                  |
| Rec - Cameras for CORG  | \$ -   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 30,000.00         | \$ -                 | \$ -                 | \$ -                    |                  |
| Rec - Zero turn turf mower  | \$ -   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ 100,000.00        | \$ -                    |                  |
| Rec - Zamboni   | \$ -   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ 200,000.00        | \$ -                    |                  |
| PW - Front sweeper for loader                                       | \$ 65,000.00   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| PW - 30 X 40 Sand and Salt shelter                                  | \$ -   | \$ -                   | \$ 75,350.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| PW - Mobile washer/steamer unit                                     | \$ -   | \$ -                   | \$ -                   | \$ -                   | \$ 65,000.00           | \$ -                   | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                    |                  |
| PW - New aerators 8 X 7.5hp   | \$ -   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 100,000.00        | \$ -                 | \$ -                 | \$ -                    |                  |



**Town of Calmar**  
**Draft Capital Budget 2025 - 2035 Capital Plan**  
 November 15, 2024



|  | 2025                   | 2026                   | 2027                   | 2028                   | 2029                   | 2030                   | 2031                   | 2032                   | 2033                 | 2034                    | 2035 +                 |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|----------------------|-------------------------|------------------------|
| PW - New electronic sign   | \$ -                   | \$ -                   | \$ 131,000.00          | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| PW - Sanding unit  | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 30,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| PW- Loader   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ 500,000.00           | \$ -                   |
| PW - Grader  | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ 850,000.00          |
| PW - Skidsteer   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 100,000.00        | \$ -                    | \$ -                   |
| PW - 1 ton truck for sanding   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 180,000.00          | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| PW - dump truck  | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 300,000.00          | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| ES - Backup Generator (shop)   | \$ -                   | \$ -                   | \$ -                   | \$ 250,000.00          | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| ES - CAMERA PHASE 4 – East and South industrial park - 6 cameras, 2 radios | \$ -                   | \$ 20,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| ES - CAMERA PHASE 5 – Middle 795 x New firehall. – 2 cameras/1 radio       | \$ -                   | \$ 7,000.00            | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| ES - CAMERA PHASE 6 – Middle Hwy 39 x 52st north – 2 cameras/1 radio       | \$ -                   | \$ 7,000.00            | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| ES - pick up for second officer  | \$ -                   | \$ 95,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| FCSS - Community Service Master Plan                                       | \$ -                   | \$ -                   | \$ -                   | \$ -                   | \$ 27,000.00           | \$ -                   | \$ -                   | \$ -                   | \$ -                 | \$ -                    | \$ -                   |
| <b>Total New Asset Aquisition</b>  | <b>\$ 105,000.00</b>   | <b>\$ 249,000.00</b>   | <b>\$ 356,350.00</b>   | <b>\$ 414,700.00</b>   | <b>\$ 302,000.00</b>   | <b>\$ 1,300,000.00</b> | <b>\$ 1,115,000.00</b> | <b>\$ 130,000.00</b>   | <b>\$ 300,000.00</b> | <b>\$ 600,000.00</b>    | <b>\$ 1,000,000.00</b> |
| <b>Total Capital Aquisition, Betterments &amp; Adjustments</b>             | <b>\$ 1,566,000.00</b> | <b>\$ 1,731,000.00</b> | <b>\$ 4,871,350.00</b> | <b>\$ 1,614,700.00</b> | <b>\$ 1,622,000.00</b> | <b>\$ 1,560,000.00</b> | <b>\$ 1,380,000.00</b> | <b>\$ 1,080,000.00</b> | <b>\$ 850,000.00</b> | <b>\$ 10,600,000.00</b> | <b>\$ 1,000,000.00</b> |
| <b>Net Capital</b>   | <b>\$ 881,773.00</b>   | <b>\$ 1,112,380.00</b> | <b>\$ 4,252,730.00</b> | <b>\$ 996,080.00</b>   | <b>\$ 1,003,380.00</b> | <b>\$ 941,380.00</b>   | <b>\$ 761,380.00</b>   | <b>\$ 461,380.00</b>   | <b>\$ 231,380.00</b> | <b>\$ 9,981,380.00</b>  | <b>\$ 381,380.00</b>   |

## **Council Report**

**Don Faulkner**

November 18, 2024

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

Oct. 1/24, Community Economic Resilience Course, Drayton Valley, AB.

- Discussions around “post disaster” responses for communities. This assumes that most communities could experience disasters and how they respond to them will work into the resilience of that community.
- The recent fire in Jasper was illustrated and how their recovery will occur. Brazeau County talked about how they are looking at this and comments from Community Futures highlighted the importance of having a plan(s) to help your business community deal with and move forward after a disaster.

Oct. 2/24, Façade Improvement, Loganberry’s Antiques and Curiosities

- Krista, Sandra and I showed up for the presentation, but nobody from Loganberry’s was there to receive us. We took a picture anyways.

Oct. 4-10/24, I attended the WEFTEC Conference in New Orleans as a CRSWSC member

- Attending conferences such as this are meant to educate and familiarize members and staff with new and emerging technologies and practices. It is felt that there is importance for the commission as it helps to keep us up to date on best practices and potential future trends.
- There are quite often nuggets of information that may apply to other areas that our individual communities may take advantage of. One of these to me was the concept of multiple communities working on problems and coming up with solutions that could be applied to common challenges. For example, we are not the only community that will be needed to address our future wastewater demands. If there are some grants that multiple communities can apply for and use to design and implement strategies for dealing with wastewater, then perhaps there can be some savings in “bulk” purchasing and constructing facilities that would meet the needs of many. Krista felt that this could be an initiative of ABMunis small communities’ group.

Oct. 7/24, Regular Council Meeting (virtually)

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 15/24, Special Council Meeting

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 16/24, Policy & By-law Review Committee Meeting

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 16/24, Leduc & District Regional Waste Management Commission Meeting

- Manager's Report; Total tonnage dropped by an additional 351 MT in September, putting our annual landfilled tonnages 5,351 MT lower than the previous year. September saw the largest outbound volume of organics sent out for processing with over 840 MT. September was the biggest month for inbound soils, receiving 3,850 MT, with a yearly total of 11,443 MT. The fence along Range Road 245 and the South fence line in Area 2 continue to be damaged. The Dillon Consulting proposal for Surface Water Management is in its final stage of review. An RFP for the Diversion Pad construction project is posted and is scheduled to close on October 17, 2024. An RFP for the Transfer Building floor is being completed by RJC Engineers, the same company that has been consulted on this project from the beginning. Topics discussed this month amongst the Landfill Managers Advisory Group were processing large PVC pipes, the criteria for soils testing requirements and GPS enabled landfill equipment. Field Level Hazard Assessments (FLHA) and "Stop and Speak" cards are processes E360 uses to enforce a culture of safety that includes all employees on site, as well as visitors. To improve visibility of the various waste streams that are brought to the site, Strong Data created a report that shows waste stream by municipality.
- Business Arising; Development of a promotional video is underway with Hello Public, as discussed at the September 18, 2024, Board meeting (The video will be made for a Grade 4 – 6 audience). Megan Bayley advised that the entrance sign was recently installed. Photos were shared for Board reference. There is a minor error that will be corrected as soon as possible. Megan Bayley advised that the audit was conducted the week of September 30 – October 4, 2024, and Administration has received the report. Michael Hancharyk will evaluate the data and produce a comparison report to assess the effectiveness of the City of Leduc Organics Artificial Intelligence (AI) program.
- New Business; Draft Budget, as per policy *F-1 – Budget and Rates Development and Approval*, the next year's budget must be submitted to the Board at least thirty (30) days before the end of the current year. The 2025 budget was prepared in accordance with this policy based on Full Cost Recovery. Details on the draft budget are available upon request. Draft budget was approved as presented. The Board adopted the Commission's first Strategic Plan in October 2022, which outlines goals and priorities for the 2022 – 2025 term and beyond. The Board reviews the high priority tactics annually, to assess progress and to review and revise the high priority goals and tactics as required. The high priority goals for the 2023 – 2024 term were brought forward for annual review to assess progress, the addition of High Priority Tactic #7 to the 2024 –

2025 term, to *Develop a plan to comply with the new incoming Federal Methane Emission Reduction Regulations* under the Sustainable Infrastructure Pillar.

Oct. 21/24, Organizational Meeting

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 21/24, Regular Council Meeting

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 22/24, Fall Business Brunch

- With regrets I was unable to attend, I was ill.

Oct. 26/24, Budget War Room

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 29/24, Policy & By-law Review Committee Meeting

- Please refer to the Calmar Web site for agenda and minutes.

Oct. 29/24, Community Group Meeting

- Representatives from the Zirka's, Senior's and the Legion, met with council and discussed their current status, plans for the future and challenges. It was a great conversation, and I feel that it goes a long way in illustrating councils' eagerness to see them succeed.

## Krista Gardner Councillor Report

### October 2024

Oct 1<sup>st</sup>- Economic Developers of Alberta Course: Community Resiliency and Economic Development

Oct 1<sup>st</sup>- Emergency Management Committee Meeting

Oct 2<sup>nd</sup>- Façade Improvement Program Cheque Presentation: Loganberry's Antiques and Curiosities

Oct 7<sup>th</sup> - Regular Council Meeting

Oct 5<sup>th</sup>-9<sup>th</sup>- Weftec (Water Environment Federation Technical Exhibition and Conference) on behalf of the Capital Region Southwest Water Services Commission

Oct 15<sup>th</sup>- Special Council Meeting

Oct 16<sup>th</sup>- Policy and Bylaw Committee Meeting

I am pleased to be appointed the chair of the PBC at our first meeting. We then had a lengthy discussion about our Procedural Bylaw, making recommendations for Council to debate at our next meeting.

Oct 21<sup>st</sup>- Organizational Meeting

Oct 21<sup>st</sup>- Regular Council Meeting

Oct 22<sup>nd</sup>- Fall Business Brunch

I was thrilled to attend another great business community gathering. In addition to information sharing amongst local business owners, CAO Losier gave an overview to our annual budget process and then much discussion was had regarding financial priorities for the Town over the next coming years and their potential impacts on our commercial and industrial properties. It was great to hear both challenges and opportunities in this space, right from the source!

Oct 23<sup>rd</sup>- Committee of the Whole

Oct 23<sup>rd</sup>- Alberta Municipalities Annual Board Orientation and Team Building Sessions

Oct 24<sup>th</sup>- ABmunis Board Meeting

Oct 26<sup>th</sup>- Budget 2025 Meeting

Oct 29<sup>th</sup>- Policy & Bylaw Committee Meeting

The PBC deep dived into our Reserve Policy, with updated definitions and significant proposed changes to reserve accounts and their target funds. The PBC is an advisory committee who will make recommendations to Council, who then either approves or amends the Committee's recommended actions. So, look to see the new and improved Reserve Policy being debated at an upcoming Council meeting. Moving forward, the PBC will be planning out priorities to regularly review and update all our policies and bylaws.

#### Oct 29<sup>th</sup>- Community Group Meeting

Members of Zirka Ukrainian Dance, the Calmar Legion and Calmar & District Seniors Club met with Council and staff to discuss current challenges and opportunities as well as future plans for their organizations. This was a great conversation about how we can support these groups and where their difficulties lie. A common concern was the inability to attract new members and the difficulty in finding volunteers to support operations. This isn't limited to just these groups. I hope in future to expand these conversations to more of our local community groups and non-profit organizations.



## **October Council Report**

Councillor Jaime McKeag Reber

**October 1<sup>st</sup>- Emergency Management Committee Meeting-** A great discussion on a Emergency management, our current by-law, MOU with Leduc County, Preparing for table-top exercises and what to expect. After our discussions at AB Munis and hearing from the Mayor of Jasper, we also discussed the creation of a fatigue management plan, and the difference between an emergency and a disaster and what that means for Calmar.

**October 2<sup>nd</sup>- Façade Improvement Cheque Presentation –** Attempted to Present to Logonberries, however schedules did not align.

**October 7<sup>th</sup>- Regular Meeting of Council-** Please see meeting minutes

**October 9<sup>th</sup>, 16<sup>th</sup>, 23, 30<sup>th</sup>- Municipal Corporate and Finance EOEP Course-** This was an absolutely fantastic course put on by EOEP and I would highly recommend every councillor to take the time to take this course. My only regret is that I did not take it earlier. We learned a lot about service levels, council roles in budget, appropriate communication, asset management and long term thinking. I feel that it not only set me up for Budget season, but also for the policies that we are working on in the Policy and By-law committee.

**October 15<sup>th</sup>- Committee of the Whole Meeting- Please see meeting minutes**

**October 15<sup>th</sup>- Communities in Bloom Meeting –** I was unable to attend this meeting, but the CIB Board spent the evening planning for next year and getting ready to put their orders in.

**October 16<sup>th</sup> Policy and By Law Committee Meeting-** our first meeting of the Policy and By-Law, welcomed Councillor Gardner as Chair, spoke about our intentions and set to work on our first policies that are important setting up council, ex. Procedural By-law

**October 21<sup>st</sup> Organizational Meeting-** Our final year of term and setting up our committees. I was sad to see Rec Board go but excited to experience more of FCSS. I'm happy to spend another year with Communities in Bloom, YRL, and more.

**October 21<sup>st</sup> Regular Meeting of Council – Please see meeting minutes**

**October 26<sup>th</sup>- Budget Battle/War Room –** Council tackled the first half of the Operational Budget and the Capital Budget. This was our first round of looking at numbers and seeing where we could find balance to serve our community.

**October 29<sup>th</sup> Policy and By-law Committee Meeting-** Our main focus for this meeting was the Reserve Policy, something that I am happy that this council and administration are working hard at attempting to set up Calmar's future for more success.

**October 29<sup>th</sup> Community Group Meeting-** A great meeting between Zirka, Seniors Club and the Legion to speak about strengths, weaknesses, how the town can support, creative uses for their buildings and how they can support each other. Something that was heard around the table and amongst many other organizations that I serve on is the downturn since covid to be able to find volunteers and members.

# Carey Benson Councilor Report October 2024

## October 1<sup>st</sup> Emergency Management Meeting

- During the meeting we discussed the potential of two different providers to partner with when it comes to emergency response. A decision will come to council on who we would like to partner with.
- We ask Officer Leggio when we can book an ICS 300 course to get everyone on the Emergency Management Committee certified.
- Our Emergency Management Audit will take place in December 2024.

## October 7<sup>th</sup> Regular Meeting of Council

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

## October 15<sup>th</sup> Special Meeting of Council

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

## October 21<sup>st</sup> Organizational Meeting

- Committees that I will be representing this year will be Calmar Public Library Board and Town of Calmar Rec Board
- I will be the Alternate for Leduc Regional FCSS and the Regional Waste Commission.

## October 21<sup>st</sup> Regular Meeting of Council

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

## October 22<sup>nd</sup> Library Board Meeting

- Discussed with board members, on what the library has been up to in the month of September. Numbers are steady month over month. With cooler weather coming to Calmar we will see if this gets more people out to the library.
- Take and Make Kits are still as popular item for families to use as ever.
- We had a closed session during the meeting and coming out of closed session a motion was made to recommend a new member to the library board. The letter of recommendation will be sent to council for approval.

## October 26<sup>th</sup> Budget Meeting

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

## October 29<sup>th</sup> Meeting with Non-Profit groups of Calmar

- We had members from Zirka, Legion and Calmar/District Seniors come to the town office to meet with members of council and administration. Some of the issues these groups are facing are: Lack of Volunteers, Getting members and people from the community to come to events and recruiting members to join these groups.
- Zirka which has been in Calmar since 1976 provides Ukrainian Culture in Calmar to anyone how wants to learn more about it. Representatives from Zirka told council that lots of dancers aren't of Ukrainian decent and noted that you don't have to be to join their organization. They are looking at upgrading their building and offer other programs that could utilize their building. They are seeing great success with the Baptist Church using their facility. We wish to see their organization grow and prosper in Calmar.
- Legion has been a beacon in Calmar over the past 70 years. They offer programs for youth through their cadet program. They have bingo on Wednesdays and Darts on Thursdays. Their building is very big and can accommodate lots of large functions for anyone who would like to rent the building. A big event that happens there is the Calmar Christmas Gala. We wish to see their organization grow and prosper in Calmar.
- Calmar and District Seniors has been around since the 1970's. Their main goal is to offer programs for seniors and a place to socialize. The Senior's Hall is another great place to rent for birthdays and special events. They have a large space that can accommodate lots of people. We wish to see their organization grow and prosper in Calmar.