



REGULAR COUNCIL MEETING

Location: Council Chambers
Village of Andrew
5021 - 50 Street
Andrew, AB T0B 0C0

Date: November 27, 2024

Time: 7:00pm

AGENDA:

1) Call to Order

As we gather here today, we acknowledge we are on Treaty 6 Territory and the homeland of the Metis. We pay our respect to the First Nations and Metis ancestors of this place and reaffirm our relationship with one another.

2) Adoption of the Agenda

3) Adoption of Minutes from Prior Meetings

- a. Council Meeting Minutes from October 30, 2024
- b. Organizational Meeting Minutes October 30, 2024
- c. Special Council Meeting Minutes from November 4, 2024

4) Delegations

5) Council & Committee Reports

6) Administration and Operations Reports

7) Old/Unfinished Business

8) Bylaws

9) New Business

- 9.1 Snow Removal Expectations / Level of Service
- 9.2 Operating Budget Clarifications
- 9.3 Reserve Bids for Public Auction
- 9.4 Date of Public Auction
- 9.5 Council Minutes / Protocol
- 9.6 Recreation Funding Policy
- 9.7 Council meeting – December

10) Question and Answer

11) Closed Session

12) Adjournment of Meeting

CAO PROGRESS REPORT – NOVEMBER 2024

MUNICIPAL INSPECTION DIRECTIVES

Administration has communicated with the Minister of Municipal Affairs indicating that all eleven Inspection Directives were completed on time as required. The public was also informed in our November Village Newsletter and via a post on Facebook. Good teamwork between Council and Administration helped accomplish this.

TRUCK FILL

The Truck Fill System upgrade is tentatively scheduled for install in late December 2024.

KEYLESS ACCESS FOB INSTALLATION

Keyless entry doors are scheduled for install on December 4, 2024.

CCV REPAIR

Another CC valve has been identified as being damaged. Public works has done a number of troubleshooting efforts but this will likely need to be repaired as soon as possible.

PUBLIC WORKS

Public works is prepared for winter. The Shop organization has been a main focal point this month along with getting back into their routine for snow removal. A gas monitor was purchased for the North Lift Station to ensure staff safety when doing regular checks and maintenance. Public works has a new team member as Jake has moved on from his employment with the Village. Adam has joined as a labourer and has jumped in eagerly to learn the ropes.

DUCK STOP

We have a new Duck Stop operator/janitor, Shelly Lopes, who has been a great addition to our team. She has been focusing on organizing the Duck Stop and deep cleaning.

TREE DUMP

The Tree Dump is closed, and burning is underway. A permit was obtained and Public Works along with the Fire Department were onsite for the initial burn. Public Works was on hand for the subsequent burn days. A wonderful show of teamwork from the Fire Department is appreciated.

2024 CHRISTMAS LIGHT UP

Christmas lights have been installed along main street, at the Village Office and at the Gazebo. It looks awesome! As per the request and subsequent discussion with the Agricultural Society, cups were donated to use at the Christmas Market.

TRIMBLE WATER METER READER

The equipment used to read water meters is at the end of its life span. We are currently gathering options for budget discussions as this is a key part of the utility system.

RECREATION FACILITIES

The bowling alley, multipurpose room and gym have seen a significant increase in use. We have had several functions being booked almost every weekend for the past two months, and many weekday evenings as well. Fitness equipment is being evaluated and swapped with some of the equipment from the school.

GO EAST AGM

Go East of Edmonton AGM was held on November 20. The success of the road trip game was shared. Communities also shared some of their tourism related successes.

LOCAL AUTHORITIES ELECTION ACT

I attended a webinar regarding changes to the local Authorities Election Act that now require municipalities to have a register of electors. This will be facilitated with information from Elections Alberta. Further learnings are upcoming on this to prepare for the 2025 election.

ANDREW ACCADEMY

Roof repairs at the school are almost completed. A third progress payment installment has been released. The skylight leaks have been addressed at no extra cost. The project continues to be on track to being completed within budget.

An advertisement was placed in the Lamont Leader to seek expressions of interest for 2025/2026 school year & pre-school/ daycare programming. Interviews with potential superintendents have taken place. Steady progress is happening with the consultant.

DAYCARE UPDATE

Brent Matiaszow was informed Administration that he will not longer be moving forward with his initial daycare proposal. This will be shared with the daycare committee to decide on next steps which may include reaching out to other potential operators.

BUILDING MAINTENANCE

The Village Office building heat has had no further issues and is working well. Public Works continues to do their weekly building walk throughs and completes their checks of the school.

FINANCIAL AUDIT

The Auditor has completed the 2023 audited financial statements.

NEW BYLAW OFFICER

The Village's new contracted Bylaw Officer is starting the week of November 24. We have a number of new files prepared regarding dog complaints and properties that require attention.

TAX PENALTIES

Reminders have been mailed out to all those who have not yet paid their 2024 taxes. A second 10% penalty will be applied on January 1 if taxes remain unpaid.

LEGAL CASE TRIAL

A second pre-trial virtual conference for an outstanding legal file is set for December 17, 2024. I will be in attendance and have reviewed the file in detail as per advice from legal counsel.

REMINDERS

November 24 – Christmas Market/Light Up
November 28 – Special Council Meeting - Audited Financials
December 2 @ 1 pm – Lunch and Learn (budget)
Village Office Closed – December 25-27 & January 1

Note: I will be off for at least one week over Christmas – I will inform Council accordingly.

Upon review of this report you will notice that it has been very busy and successful month. As a team, we are attentive to the work required on an ongoing regular task basis. We have addressed many tasks and are happy to serve the residents and the community. Thank you.

| ACTION LIST | | |
|---|---|-----------------|
| ITEM | NOTES | TARGET DEADLINE |
| Waterfill station project | Nov 21 update - system delivery estimated for mid December | October |
| Land Use Bylaw | | March |
| Clean up at tree dump (burning of piles) | In progress | November |
| Utility Bylaw | | January |
| Procedural Bylaw | Update to align with Mayor elect & other provisions | February |
| Community Standards Bylaw | Combine miscellaneous bylaws into one and update (noise, unsightly, etc.) | |
| Traffic Bylaw | update, consider changing speeds in certain areas? | |
| Grant research | Ongoing | |
| Reserves Summary | Ongoing - adjust after audited financials | November |
| Bylaw for Council Committees if desired | | |
| Roof @ ACCA | need more quotes | |
| Public Participation policy | | April |
| CCV Maintenance Policy | | March |
| Sewer line 51 Avenue | Admin to prepare tender package / RFP | February |
| Building agreements with not for profits | Discuss at a future lunch & learn | January |
| Strategic Plan | Reach out to Alberta Counsel / other options | |
| Tax Incentives | Developing options | |
| Development package / marketing package | ideas being gathered | |
| Tender package / RFP for sewer line project | | January |
| Logo'd coveralls/vests | Pricing received | January |
| Village property for sale - list and details to promote | list almost complete | |
| Auditor options for future (JMD or other) | multi year contract would be ideal | |

Respectfully submitted,
Kylie Rude, CAO



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|---------------------------|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | Snow Removal on Sidewalks | | |
| AGENDA ITEM: | 9.1 | | |

BACKGROUND/ PROPOSAL

Administration is seeking direction from Council as to the snow removal expectations along sidewalks, particularly along mainstreet.

DISCUSSION / OPTIONS

Option 1 – Direct Administration to continue to with snow removal on mainstreet as a Village offered service. (Discussions on how to fund this in 2025 forward can be discussed during further budget deliberations)

Option 2 – Communicate to property owners along mainstreet (and all others in the Village) that they are to be responsible for sidewalk snow removal as per Bylaw 2013-04. *Administration will also be bringing forth updates to this bylaw at a future Council meeting.*

If choosing option 1 – Administration would strongly recommend that Council consider adding the purchase of new or used snow removal equipment to the 2025 capital budget.

Related discussion – at the November 4 Special Council meeting, Council also discussed snow removal on residential sidewalks. Administration is also seeking direction if there any changes to the service level for this (ie: having the Village clear residential sidewalks which would result in budgetary impacts to the number of personnel or contractors being able to meet this expectation). This is not common across other municipalities – almost all others have bylaws in place to have property owners responsible for snow removal on their sidewalks.

RECOMMENDED ACTION

That Administration be directed to _____.

BYLAW NO 2013-04

THIS BYLAW BEING BYLAW NO. 2013-04 OF THE VILLAGE OF ANDREW, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING A SIDEWALK SNOW REMOVAL BYLAW FOR THE VILLAGE OF ANDREW

WHEREAS, under the provisions of the Municipal Government Act; RSA 2000, Chapter M-26, the Council of the Village of Andrew may pass Bylaws respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS, under the provisions of the Municipal Government Act, the Council of the Village of Andrew may pass Bylaws and may make provisions that it deems necessary to carry out the purposes of the Bylaw;

AND WHEREAS, the Council of the Village of Andrew deems it desirable and necessary to promote the timely removal of snow, ice, dirt and other debris from publicly owned sidewalks, within the corporate limits of the Village of Andrew;

NOW THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE VILLAGE OF ANDREW, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED ENACTS AS FOLLOWS:

1. SHORT TITLE

1.1 This Bylaw may be cited as the “Sidewalk Snow Removal Bylaw”.

2. DEFINITIONS

2.1 “Council” means the Municipal Council of the Village of Andrew.

2.2 “Corporate Limits” shall mean all the lands within the Corporate Limits of the Village of Andrew.

2.3 “Chief Administrative Officer” shall mean the Chief Administrative Officer of the Village of Andrew.

2.4 “Highway” means and includes any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestle way or other place or any part of any of them, whether publicly or privately owned, that the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes:

- i) a sidewalk, including a boulevard adjacent to the sidewalk,
- ii) if a ditch lies adjacent to and parallel with the roadway, the ditch; and

if a highway right of way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge of the roadway, as the case may be,

but does not include a place declared by regulation not to be a highway.

2.5 “Inspector” means any person(s) designated by the Village of Andrew to enter and inspect property in accordance with the provisions of this Bylaw.

2.6 “Peace Officer” means:

- a) any member of the Royal Canadian Mounted Police;
- b) any member of a Municipal Police Service;
- c) any Community Peace Officer;
- d) any Bylaw Enforcement Officer.

iii)

2.7 “Property Owner” means a person or persons, a firm, company or corporation that is registered on the Tax Roll of the Village of Andrew and Alberta Land Titles Office.

2.8 “Property” are any lands, buildings or premises in the Village of Andrew.

2.9 “Sidewalk” means that part of a highway especially adapted to the use of or ordinarily used by pedestrians, and includes that part of a highway between;

- i) the curb line; or
- ii) where there is no curb line, the edge of the roadway;

and the adjacent property line, whether or not it is paved or improved.

2.10 “Village” or “Village of Andrew” means the Municipal Corporation of the Village of Andrew.

3. REMOVAL OF SNOW, ICE, DIRT AND OTHER DEBRIS FROM SIDEWALKS

3.1 All Property Owners shall ensure:

- a) the removal of snow, ice, dirt and other debris from any public sidewalk located adjacent to the property including private driveway crossings within seventy-two (72) hours after the cessation of a snowfall, rainfall or the depositing of debris on a sidewalk;
- b) no person shall push or propel any snow, ice or any other debris onto any highway or any other public property owned by the Village of Andrew;
- c) snow, ice and other debris shall be considered removed when the sidewalk is cleaned for the entire width of the sidewalk to the sidewalk surface as completely and reasonably possible;
- d) no person shall cause damage to any sidewalk by pounding, hammering, picking, chiseling or depositing a chemical substance; any costs to repair associated damage will be the responsibility of the property owner;
- e) no person shall deposit or propel snow, ice, dirt or other debris upon any drainage ditch, culvert end or catch basin;
- f) no person shall deposit any snow, ice, dirt or other debris on any fire hydrant or on the area adjacent to a fire hydrant which in any way blocks access to, or prevents operation of or restricts visibility of the hydrant;
- g) where a Property Owner reasonably anticipates being absent, the Property Owner must make arrangements to ensure the sidewalks are maintained in accordance with this Bylaw.

4. ENFORCEMENT AND DIRECTION

4.1 Any Inspector or Peace Officer may issue a Notice to Maintain Property ("Schedule A") or Notice of Entry ("Schedule B") which shall specify a deadline for compliance or date of entry.

4.2 The Village must serve the Notice to Maintain Property or Notice of Entry by delivering or sending it to the Property Owner(s) by way of:

- a) delivering it in person to the owner(s);
- b) posting it to the door of a building or in any other conspicuous place on the property, and is effective the day of posting;
- c) hand deliver;
- d) regular mail.

5. PENALTIES

5.1 If the property owner has not complied with the Notice to Maintain Property by a specified deadline, the Inspector, Peace Officer or Chief Administrative Officer, upon delivery of the Notice of Entry, may direct any work to be done to remove the snow, ice, dirt or other debris that has accumulated on the sidewalk or to repair damage related to Section 3.1. d), e) or f), and will charge the owner all the costs associated with the property maintenance or repair.

5.2 If the owner fails to pay for the work done under section 5.1, or repairs related to Section 3.1. d), e) or f), the Village shall charge the cost against the land as taxes due and recover the cost as taxes.

5.3 The cost of the work done, as stated under section 5.1, or repairs related to Section 3.1.d), e) or f) is charged in addition to an Administration Fee, as set out in "Schedule C".

5.4 The Village, or any Inspector who inspects any property under this Bylaw, or any person who performs any work on behalf of the Village to remedy a nuisance is not liable for any damages caused by the inspection, the work, or disposition of any material in order to complete the work set out in the Notice to Maintain Property.

6. SCHEDULES

6.1 All schedules attached hereto form part of this Bylaw and may be changed by resolution of Council from time to time.

7. RESCIND

7.1 Bylaw No.20 01-01 and amendments thereto have been rescinded.

8. EFFECTIVE DATE

8.1 This bylaw shall come into full force and effect upon the date of the third and final reading.

READ for a first time this day of A.D.

READ for a second time this day of A.D.

READ for a third time this day of A.D.

Mayor

Administrator

“SCHEDULE A”

To : _____

NOTICE TO MAINTAIN PROPERTY

File # _____

Date _____

Dear Sir/Madam:

The condition of your property located at _____ Lot(s) _____
Block _____, Plan _____, is in question, and you are being
issued a form letter regarding required maintenance of a sidewalk(s) adjacent to your property.

In order to keep the sidewalks safe and clean within the Village of Andrew and in accordance with the Sidewalk Snow Removal Bylaw No. 0&201 1, the Town is asking your cooperation by keeping the sidewalk(s) clean. Maintenance may be done by methods outlined in this notice within seven (7) days of the mailing of this letter.

The questioned area regarding your property and a suggested remedy is as follows:

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 365-3687.

If the work is not completed by _____, the Village of Andrew will have the work done by a contractor at the owner's expense. In addition to the contractor's bill, an Administrative fee per lot will apply as per "Schedule C".

Sincerely,

Municipal Enforcement Services

"SCHEDULE B"

NOTICE OF ENTRY

To:

File:

Date:

Dear Sir/Madam:

In accordance with Section 542 of the Municipal Government Act, you are hereby notified that an Inspector or Peace Officer will be entering onto the property located at _____

Lot(s)_____, Block_____, Plan_____ on Date:_____

In accordance with the Village of Andrew Sidewalk Snow Removal Bylaw No _____, all costs incurred for any remedial action, including a \$75.00 administration fee per lot as per "Schedule C" will be the responsibility of the property owner and may be added to the tax roll.

Please give this matter your immediate attention. If you have any questions, contact the undersigned at (780) 365-3687.

Sincerely,

Municipal Enforcement Services

"SCHEDULE C"
Administration Fee

SECTION:

AMOUNT

Administration fee for every lot requiring enforcement of Bylaw No.

\$75.00

- a 3% increase shall be applied to the administration fee effective January 1st of each year.



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|--|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | 2025 Operating Budget – Questions / Clarifications | | |
| AGENDA ITEM: | 9.2 | | |

BACKGROUND/ PROPOSAL

As Administration continues to build the 2025 interim operating budget, a few areas of direction are needed from Council.

DISCUSSION / OPTIONS

Question 1: Does Council want to carryover any unspent money from the school start up fund to 2025? (\$50,000 was originally allocated, with only about \$3,000 spent to date)

Question 2: Which events does Council wish to have the Village host in 2025?

Family Day, Canada Day, Remembrance Day ? Should the budget for events be increased slightly to reflect increased participation or should one event be removed to keep the budget the same as 2024?

Question 3: Should the Village increase the advertising/promotions budget? This could mean participation in tradeshow or other advertising opportunities such as Summer in the City advertising (attached).

RECOMMENDED ACTION

That Council direct Administration to include the following in the 2025 operating budget:



Summer in the City
780 940 6212 | rob@t8nmagazine.com

Is Partnering with

Lamont County

to offer you an opportunity to reach 100,000 Greater Edmonton Families

Summer in the City is the most comprehensive summer tourism guide in all of Greater Edmonton. Our 100,000 family audience looks to our guide to help offer ideas and information about destinations, events, activities and other fun pursuits to ensure they have a fun summer.

Lamont County is advertising in the publication and, in partnership with Summer in the City, offering businesses, events, and destinations in Lamont County the opportunity for discounted advertising.

Businesses, individuals, who commit to being on a page / spread with Lamont County, laid out based on reasonable flow within the page or spread, would benefit from an aggressive price structure.

¼ page, retail \$2849 plus tax for \$1699 plus tax
1/5 page, retail \$2379 plus tax for \$1425 plus tax
1/8 page, retail \$1725 plus tax for \$999 plus tax.

For more information, please reach out to

Rob Lightfoot
Publisher.
Summer in the City
780 940 6212
rob@t8nmagazine.com

OR. Shane Olson
Lamont County



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|---------------------------------|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | Reserve Bids for Public Auction | | |
| AGENDA ITEM: | 9.3 | | |

BACKGROUND/ PROPOSAL

In accordance with section 419 of the MGA, Council is required to set, for each parcel of land to be offered for sale at a public auction, a reserve bid that is as close as reasonably possible to the market value of the parcel, and any conditions that apply to the sale.

Four parcels of land that were on the tax arrears listing have not paid their tax arrears:

| | |
|------------------------------|--|
| Lot 2 Block A Plan 7721409 | Assessed Value as per assessment roll: \$47,460 |
| Lot N9 Block 10 Plan 8286ET | Assessed Value as per assessment roll: \$48,710 |
| Lot 26 Block 19 Plan 7820247 | Assessed Value as per assessment roll: \$49,930 |
| Lot 27 Block 19 Plan 7820247 | Assessed Value as per assessment roll: \$12,270 |

DISCUSSION / OPTIONS

As per the Tax Recovery Policy set by Council:

“11) Reserve bids will be set as close as reasonably possible to the market value of the property, typically by using the property assessment value.”

RECOMMENDED ACTION

That the Public Auction reserve bids for each roll be set at:

| | |
|------------------------------|-----------------|
| Lot 2 Block A Plan 7721409 | \$47,460 |
| Lot N9 Block 10 Plan 8286ET | \$48,710 |
| Lot 26 Block 19 Plan 7820247 | \$49,930 |
| Lot 27 Block 19 Plan 7820247 | \$12,270 |

And further that the conditions be set as follows:



Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The property is being offered for sale on an “as is, where is” basis and the Village of Andrew makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the purchaser.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the Village. No further information is available at the auction regarding land to be sold.

The Village of Andrew may become the owner of any parcel of land that is not sold at the public auction, immediately after the public auction.

Terms: Cash or certified cheque

Redemption may be effective by payment of all arrears of taxes and costs at any time prior to the sale.



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|---------------------|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | Public Auction Date | | |
| AGENDA ITEM: | 9.4 | | |

BACKGROUND/ PROPOSAL

By March 31 of each year, a report of all properties that have tax arrears of more than one year is sent to Land Titles. Land titles registers a notification on the title and the property owner is notified that the property has been placed on tax notification.

If after March 31 of the following year, the tax arrears remain unpaid, the said properties can be put up for sale through public auction.

In accordance with Section 418 of the MGA, Council is required to set a date to hold a public auction for properties shown on the tax arrears list if the arrears are not paid.

DISCUSSION / OPTIONS

In order to facilitate the required advertising in the Alberta Gazette and local newspapers, Administration is recommending the sale be held on January 24 @ 10:00 am.

RECOMMENDED ACTION

That a public auction be held on Friday, January 24, 2025 at 10:00 am at the Village Multi-purpose room.



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|--------------------|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | Recreation Funding | | |
| AGENDA ITEM: | 9.6 | | |

BACKGROUND/ PROPOSAL

The Village receives funding from Lamont County to assist with recreational operating costs (as Village recreational facilities serve many County residents). While the Village receives an allocation of funding for arena operating costs, it is up to the Village to determine how/if to pass on those funds.

Administration is seeking direction from Council on how to allocate these grants to the existing groups, such as the Agricultural Society, that offer recreational opportunities to the community.

In 2023, funding was provided to the Ag Society to assist with repairs to the ice plant.

To ensure accountability from all parties and ensure Administration has clear direction from Council, Administration has prepared a draft policy for Council discussion.

DISCUSSION / OPTIONS

The cost of insurance for the Arena is roughly \$15,000 per year.

RECOMMENDED ACTION

That Recreation Funding Policy 008 be approved as revised.



Recreation Funding Policy #008

| | |
|------------------------------|--|
| Date of Approval by Council: | |
| Resolution Number | |

Signature of Approval of CAO: _____

Purpose

This policy establishes the protocols used to provide funding to recreation providers in the community, particularly the Agricultural Society.

Procedures

- 1) In order for the Agricultural Society, or other recreational groups, to receive funding from the Village for operational costs, the following steps must be taken.
 - a. A written request from the group requesting funds must be submitted no later than June 1 of the year in which funding is being requested, outlining the intended use of the funds.
 - b. The CAO may ask the group for further information if required.
 - c. If no request is received by the deadline, the funds allocated to the Village through the Recreation Cost Sharing agreement will be

2017-2021 RECREATION COST-SHARING AGREEMENT

THIS AGREEMENT MADE THIS / 3 DAY OF Om)'!4e• A.D. 2017, IN THE PROVINCE OF ALBERTA;

BETWEEN

LAMONT COUNTY, a
municipality incorporated under
the laws of the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART

- and -

THE TOWN/VILLAGE OF /JμJ/2,6-, a
municipality incorporated under
the laws of the Province of Alberta
(hereinafter referred to as "the Town")

OF THE SECOND PART

WHEREAS, the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, and amendments provides for Councils to enter into agreements with other Councils for the performance of any matter considered a benefit to their respective municipalities;

WHEREAS, the Town and County want to ensure effective intermunicipal relationships through collaborative efforts;

WHEREAS, it is recognized that the Town owns and operates recreation facilities and infrastructure required to provide programs that are accessed and used by residents of the County;

WHEREAS, the County is willing and able to contribute to the operating and maintenance cost of the Town's facilities to ensure that its residents continue to enjoy such access;

NOW THEREFORE in consideration of the mutual covenants, the County and the Town agree to the following:

- 1 In this Agreement, the following terms shall mean:
 - a) "Annual grant" shall mean the County's financial contribution to the Town to be used towards current operating and maintenance costs for municipally owned and operated recreation facilities and programs;
 - b) "Capital costs" shall mean the cost of new municipal recreation facilities, expansions or retrofits to existing municipal facilities and intensification of use of existing municipal facilities which follow generally accepted accounting principles;
 - c) "Current operating and maintenance costs" shall mean those expenditures necessary for the ongoing operation and maintenance of municipally owned and operated recreation facilities but does not include capital costs. Current operating and maintenance costs may include salaries, contract services and purchases of materials, goods and supplies;
- 2 By June 30 of each year the County will pay to the Town an annual grant to be used in paying current operating and maintenance costs associated with the Town's recreation facilities and programs.
- 3 The annual grant shall be calculated based on a base grant supplemented by a per capita grant based on the population of the Town Indoor Market Population share. The annual grant contributions for the duration of the agreement is represented in Schedule "A".

The base grant (type of facility) may be reviewed and adjusted annually to reflect any material changes in net operating costs as reported by the Town due to changes in business model or addition of new facilities.

All funding formula changes must be mutually agreed to and will be communicated in advance.
- 4 In exchange for the payment of the grant, residents of the County shall, during the calendar year in which the payment is made, enjoy access to and use of the Town's recreation facilities and programs without paying any charge or levy that an individual resident of the Town would not have to directly pay for such access and use.
- 5 The said agreement shall be effective for a period of five years until December 31, 2021. Negotiations for renewal of this Agreement may be initiated by either party at any time after December 31, 2020.

- 6 The parties agree that any dispute, which arises regarding the rights and obligations of the parties, shall be resolved as follows:
- a. The notifying party must provide written notice to the other of the nature of the dispute and their desired outcome. The responding party will respond to that notice within 30 business days, either agreeing with the other party as to the desired outcome or providing reasons why they desire a different outcome and describing that outcome;
 - b. Within 30 business days of the receipt by the notifying party of the responding party's response, if the dispute is not settled by the response, the parties shall meet to engage in negotiations in good faith in an attempt to resolve the dispute;
 - c. If parties are unable to resolve the dispute through negotiations, then the services of Municipal Services Branch of Alberta Municipal Affairs will be used to facilitate their intermunicipal dispute resolution.
- 7 The Town will provide, by May 31 of each calendar year, following the receipt of the grant funding, an excerpt from the annual audited financial statements for the grant dollars received.
- 8 The County accepts no liability with respect to the use of the Town's recreation facilities and programs by anyone and the Town in executing this Agreement agrees to indemnify and save harmless the County from any claim of any nature whatsoever made by anyone related to the use of the Town's recreation facilities and programs.
- 9 This Agreement may be amended with the written consent and agreement of both parties.

IN WITNESS WHEREOF the Town and County hereunto set their corporate seals duly attested to by the hands of their properly authorized officers.

LAMONT COUNTY



REEVE



C.A.O

TOWN/VILLAGE



MAYOR



C.A.O.

Schedule "A"

For the Years 2017 - 2021

Conditional Funding Distributed to Urban Municipalities

Total County funding equal to \$45 per capita (population of 3,872 - total of \$174,240)

Base Funding of \$5.00 per capita distributed to all five urban municipalities equally
{ \$3,872 per municipality)

Supplemental Funding (for indoor recreation) to Andrew, Bruderheim, Lamont and Mundare:
\$20.00 per capita

Supplemental Funding to Andrew, Bruderheim, Lamont and Mundare for Arena Operations:

\$20.00 per capita

Funding distributed on market population for indoor facilities

| Municipality | Base Recreational Base recreational Funding | Indoor Recreational Other than Arena | Arena Operations | Total |
|--------------|--|---|------------------|-------------------|
| Andrew | 3,872 | 12,390 | 12,390 | 28,653 |
| Bruderheim | 3,872 | 18,586 | 18,586 | 41,043 |
| Chipman | 3,872 | | | 3,872 |
| Lamont | 3,872 | 31,750 | 31,750 | 67,373 |
| Mundare | 3,872 | 14,714 | 14,714 | 33,299 |
| Total | \$ 19,360 | \$ 77,440 | \$ 77,440 | \$ 174,240 |

Indoor Market Population Share:

Andrew 16%, Bruderheim 24%, Lamont 41%, Mundare 19%

AMENDING AGREEMENT

AGREEMENT MADE THIS _____ DAY OF FEBRUARY, 2023

BETWEEN:

LAMONT COUNTY
(hereinafter referred to as the "County")

-and-

THE VILLAGE OF ANDREW
(hereinafter referred to as the "Village")

WHEREAS:

- A. The County and the Village entered into a Recreation Cost-Sharing Agreement on October 13, 2017 (the "Cost-Sharing Agreement");
- B. The Cost-Sharing Agreement contained a term of five years, concluding December 31, 2021.
- C. The Parties entered into an amending agreement on October 15, 2021 to extend the term of the Cost-Sharing Agreement for one additional year, concluding December 31, 2022.
- D. The Parties wish to further amend the Cost-Sharing Agreement to extend the term of the Cost-Sharing Agreement for an additional three years, concluding December 31, 2025, as well as amend the amount of the grant during the extended term.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. Paragraph 5 of the Cost-Sharing Agreement, as amended, is deleted and replaced with the following:

- “5. The said agreement shall be effective for a period of nine years until December 31, 2025. Negotiations for renewal of this Agreement may be initiated by either party at any time after December 31, 2024.”
2. A new paragraph is inserted following Paragraph 3 of the Cost-Sharing Agreement, and the subsequent paragraphs are re-numbered accordingly, which reads as following:
- i. “4. Following the calculation of the annual grant as set out in paragraph 3, the Total amount of the annual grant shall be increased by the following percentage increases for each community, as set out in Schedule “A”, as follows:
- i) an increase of 4% in 2023;
- ii) an increase of 2% in 2024; and
- iii) an increase of 2% in 2025.
3. In all other respects the terms of the Cost-Sharing Agreement are unamended.
4. This Agreement may be executed in several counterparts, and may be delivered originally, by facsimile, or by Portable Document Format (PDF,) each such original, facsimile copy, or PDF copy, when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Amending Agreement on the day and year first above written.

LAMONT COUNTY

Per: _____

Per: _____

VILLAGE OF ANDREW

Per: _____

Per: _____



**COUNCIL
REQUEST FOR DECISION**

| | | | |
|----------------------|------------------------|----------------------|-----------------|
| MEETING DATE: | November 27, 2024 | PRESENTED BY: | Kylie Rude, CAO |
| TITLE: | Council Meeting Change | | |
| AGENDA ITEM: | 9.7 | | |

BACKGROUND/ PROPOSAL

The next Council is currently scheduled for December 18 @ 7:00 pm. The CAO is kindly requesting the meeting be changed to December 17 @ 7:00 pm.

RECOMMENDED ACTION

That the December 18 Council meeting be rescheduled to December 17 at 7:00 pm.